Newark UMC Kitchen Collective

A Member **of the Wilmington Kitchen Collective Network**

Kitchen Use Agreement and Policies and Procedures

A shared space for culinary entrepreneurs and business development

Member Name:_____

Member's Business Name (IF applicable):_____

I. Services Provided

Newark UMC Kitchen Collective, hereafter referred to as *The Collective*, is a Newark United Methodist Church-based ministry dedicated to serving food industry entrepreneurs from marginalized local communities. The Collective operates a commercial, Board of Health-certified, shared-use kitchen space (together with the equipment and wares provided, the "*Kitchen"*) intended to provide lower-cost and higher quality kitchen facilities for culinary entrepreneurs, all as explained in this Policies and Procedures Manual ("*Manual*"). The Newark UMC Kitchen Collective Oversight Board (KCOB) will provide a complete list of provided equipment and wares upon request.

II. Allergen and Use Restrictions

The Collective is restricted solely to manufacturing and preparing food products for human consumption. The Kitchen may not be used for the manufacture of pet foods, skincare products, cosmetics, or housewares. The KCOB may designate additional products on a case-by-case basis that may not be manufactured in the Kitchen.

- The church, buildings and surrounding outside property and parking lotis a Smoke, Alcohol, Vape, and Drug-Free environment. Kitchen Members, their employees or other staff suspected of smoking, using alcohol or illegal drugs in the Kitchen or on the Facility premises will be required to remove themselves from the property without any refund or other adjustment for lost hours, lost profits, or other claim. In addition, The Collective may immediately terminate the Kitchen Member Agreement and contact authorities in the event of suspected use of any such substances in the Kitchen or on the Facility premises. Neither alcohol nor drugs, including drug byproducts, may be used as ingredients in products manufactured or prepared in the Kitchen. **Initial Here: _____**

- The Collective cannot guarantee either the Kitchen or the Facility to be nut or other allergen free.

III. Kitchen Application and Orientation

A. Member Application Form

Persons interested in utilizing The Collective's resources must complete and submit an application for review by the Kitchen Collective Oversight Board (KCOB).

- Paper application forms can be requested from and submitted directly to the NUMC Business Manager.

- The KCOB Chair, Vice Chair, or designee will notify the applicant in writing of tentative approval or denial within 10 business days of receiving the application.

- If the potential Member receives tentative approval, they are required to notify the KCOB in writing within five business days to confirm acceptance. Failure to provide notice within this timeframe will result in placement on the waitlist.

B. Kitchen Orientation and Facility Tour

Upon tentative approval, the KCOB will provide a Kitchen orientation and Facility tour, by appointment.

- The KCOB representative will schedule a Kitchen orientation and Facility tour with the potential Member.

- During the tour, the KCOB representative will provide the potential Member with an overview of the shared equipment and wares, cold storage room, general kitchen procedures, and the Facility.
- Following orientation, the potential Member will receive a Kitchen Use Agreement, a copy of this Policies and Procedures Manual which includes all fees and charges.

IV. Documents, Certifications, and Licensing Requirements

The Member is solely responsible for learning about, adhering to and operating in accordance with all Federal, State, and Local business rules and regulations as they apply to the Member's business. The Collective requires Members to acquire, maintain, and submit the following documents, certificates, and licenses and provide copies to the KCOB prior to beginning use of the Kitchen. **Expired documents, certificates, and licenses will result in the Member's suspension until renewals are submitted to the KCOB.**

A. Taxpayer Identification Number and Certification

Each Member must complete and submit a Form W-9, Request for Taxpayer Identification Number and Certification to the KCOB, certifying to the Member's federal Employer Identification Number (EIN). To acquire a business EIN, visit:

https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online

B. State of Delaware Business License: https://onestop.delaware.gov/

C. City of Newark Business License

https://newarkde.gov/135/Business-Licenses
https://newarkde.gov/111/PeddlersVendors-License, as needed

D. ServSafe Manager Certification:

https://www.servsafe.com/

E. State of Delaware Cater Without Premise Application or Mobile Food Application :

https://dhss.delaware.gov/dhss/dph/hsp/files/cwopplanreview.pdf
https://www.wilmingtonde.gov/home/showpublisheddocument/536/636007661169900000

F. Member to provide proof of liability insurance

G. Kitchen Use Agreement

Once all required documents are approved by the KCOB, the Member and The Collective will sign a Kitchen Use Agreement, the Member will acknowledge receipt of the Policies and Procedures Manual, and all fees must be paid. Access to the Kitchen, Facility, or any Collective resources is only granted after these steps are completed.

V. Costs of Services

A. Standard Rates of Use

The current rates are below:

Kitchen Use	$21.00/ reserved hour	
Dry Storage	$100.00/month	~15 CuFt

Cold Storage	$100.00/month	1 Shelf
Security Deposit	$300.00	
Key Fob Deposit	$20.00/fob	

B. Minimum Use

Members who do not use the Kitchen a minimum of 12 times per year (12 hours) will be assessed a fee of $300 at the end of the year. If minimum use is not upheld or the end of year fee is not paid, the Collective may terminate the Kitchen Use Agreement and notify the Health Department and other governmental agencies.

C. Security Deposit

Upon membership there is a security deposit of $300. The Collective will hold the deposit and upon termination of the Kitchen Use Agreement will apply the deposit to any outstanding fees or charges, including, without limitation, unpaid membership/storage fees, and the cost of repairs to or replacement of kitchen equipment, property or wares damaged by the Member. The balance of the security deposit, if any, will be refunded to the Member upon return of building key fob(s) and Kitchen key(s). The amount of the security deposit will be included in the Kitchen Use Agreement.

D. Access Key Charges and Deposits; Access to Facility

One key fob, which allows access to the Facility and one key, which allows access to the Kitchen, will be provided upon payment of a $20.00 deposit and submission of a copy of the Member's identification card. An additional building key fob and an additional Kitchen key will be provided upon payment of an additional $20 deposit; no more than two (2) key fobs and two (2) Kitchen keys will be provided to any Member. **Every person** entering the Facility is required to sign in and out on the sign-in sheet located inside the Kitchen. Lost or stolen building key fobs and Kitchen keys must be brought to the KCOB's attention immediately for deactivation. A replacement will be provided upon payment of a replacement fee of $50.00 per key fob or Kitchen key. The Collective will hold and dispose of key deposits according to the terms of Paragraph C of this Section.

E. Membership Charges

All members must pay a monthly fee for dry and/or cold storage and be approved by the **Board of Health**. The monthly dry and/or cold storage fee includes guaranteed storage access to a dedicated lockable cupboard or a shelf in a reach-in refrigerator or reach-in freezer.

F. Cancellations

Requests for cancellation of reserved Kitchen times must be submitted through the Kitchen scheduling and payment system**,** more than 24 hours from the start of the booking time. If canceled within 24 hours of the start time, members will be charged 50% of their original booking fee.

G. Permitted Use Without Reservation (Allows access to storage areas)

Members with valid storage arrangements may access the storage area within the Facility without a reservation via their key fob anytime weekdays from 4 PM to 10 PM . Members with valid storage arrangements may also access the storage area within the Facility without a reservation from the hours of 9 AM to 4 PM, Monday-Friday by entering and signing into the building via the Welcome Center entrance. Unreserved building access is strictly for access of storage areas; all use of the Kitchen must be reserved and paid for in advance.

VI. Scheduling & Payments

All scheduling and payments for Kitchen use will be completed on the NUMC Kitchen Collective webpage. A Member who is unable to access the platform or make online kitchen use payments must make alternative arrangements with the KCOB to ensure Kitchen availability. An electronic payment method must be on file and will be charged on the 7th of each month for all recurring payments and at midnight of the day of the booking for one-time charges.

VII. Kitchen Access

A Member will have access to the **Kitchen** during reserved times only and will enter the east side handicap door of the Facility and gain access to the Kitchen, the storage room, and the lower-level bathrooms via the elevator to the lower level. Members will **not** have access to any other areas of the Facility. A fine of $50.00 per occurrence will be imposed on any Member, including employees and other staff, found present in other areas without a KCOB member or NUMC staff present. The Collective may deactivate the building key fob(s), require the Kitchen key(s) to be returned, and terminate the Kitchen Use Agreement of any Member who violates this rule repeatedly. See paragraph V. G. above for permitted exceptions.

A Member, including all employees or other staff, must sign in upon arrival inside the Kitchen and sign out, after cleaning the Kitchen, upon leaving. A Member who fails to sign in and out as required may be denied use of the Kitchen.

The Collective has the right to monitor building key fob access to the Facility and key access to the Kitchen. A KCOB member or NUMC staff may at any time require identification for anyone attempting to enter the Facility. Adequate forms of identification include a current driver's license, passport, or personal credit card.

VIII. Waste Removal

The Member is solely responsible for the removal and proper disposal of all waste materials. The large dumpster on site, located in the Delaware Avenue parking lot, is for mixed solid waste. The blue plastic recycling bins located by the east side handicap entrance, are for commingled recyclable material. Used kitchen grease and oil should be disposed of in sealed containers in the dumpster after cooling.

The Member must sort and deposit waste or recyclable materials in the appropriate receptacle. A fine of $50.00 will be imposed if waste or recycled materials are not disposed of properly. After the second incident, the Member will be fined $50.00 and suspended.

IX. Storage

Onsite storage spaces are available for use on a first-come, first-served basis and are available for a monthly fee for one lockable cupboard for dry storage. The Member is solely responsible for organizing and cleaning the storage unit regularly, keeping items in designated spaces only, and locking any dry storage unit. All dry products and supplies must be stored in clear, plastic, covered containers and labeled with the Member's name. These clear, plastic, covered containers are provided by the Member. The Collective is not responsible for damage to, or theft or loss of, any supplies or items stored. If a business chooses to lock their cupboard, a key/ combination must be provided to the KCOB.

X. Onsite Parking

Parking is available as a convenience for Members on a first-come first-served basis in non-handicapped spaces in the parking lot adjoining the Facility on the building **east** side by the handicap entrance. Member orientation will include directions for parking in designated areas. The Collective is not responsible for any damage or theft of vehicles or contents, or for parking tickets, towing, or any other charges incurred for vehicle or parking violations.

XI. Liability

A. Liability Insurance

The Member must provide proof of business liability insurance for at least $1,000,000 per occurrence that names Newark United Methodist Church, Newark, Delaware as an additional insured party. A certificate of insurance issued by the Member's insurance company must be provided to the KCOB.

B. Member's Property

The Member is solely responsible, to the exclusion of The Collective, for the security of the Member's property, including, without limitation, equipment, supplies, and product inventory.

C. Disclaimer of Liability

The Member is solely responsible, to the exclusion of The Collective, for, and covenants and agrees to indemnify, defend, and hold harmless Newark United Methodist Church and The Collective and their agents, employees, and representatives from and against any claims, costs, and liabilities for any loss, damage, or injury to either persons (including death) or property sustained by the Member or by any third party arising out of or related in any way to the Member's use, or occupancy of the Kitchen or the Facility, or the manufacture, sale or distribution by the Member or others of any product produced in whole or in part in the Kitchen.

XII. Rules for Kitchen Use

A. Kitchen Capacity

Following the principles that guide The Collective, the Kitchen functions as a shared-use space. Only one Member may make use of the Kitchen at any one time,

B. ServSafe Manager Certifications

The Member must have at least one ServSafe Manager-certified employee or staff member present at all times when making use of the Kitchen. The Collective may terminate the Kitchen Use Agreement of any Member who violates this rule. **[DO WE NEED A LIST OF ALL ServSafe-CERTIFIED INDIVIDUALS FOR EACH MEMBER BUSINESS?]**

C. Personal Hygiene

All individuals making use of the Kitchen must adhere to the State of Delaware Board of Health's personal hygiene protocols as in effect from time to time. Without limitation, individuals working in the Kitchen must have clean clothes, body (hair included), and hands, and short fingernails, free from polish or acrylic fillings.

D. Live Animals Prohibited

Live animals, other than shellfish used for culinary purposes, are not allowed in or around the Kitchen under any circumstances. The Collective may terminate the Kitchen Use Agreement of any Member who violates this rule.

XIII. Handwashing; Personal Protective Equipment; Illness

All individuals entering or making use of the Kitchen must wash hands at a designated hand wash station before handling food and after using the restroom; eating, drinking, or smoking; touching the face or other bare human body parts; blowing nose; making contact with raw food; handling soiled equipment or utensils; and making contact with service or aquatic animals.

Personal Protective Equipment such as hairnets and gloves must be used in accordance with State of Delaware Board of Health requirements and must be supplied by the Member.

A Member, including employees and staff, exhibiting symptoms or indications of active bodily infection such as fever may not enter or make use of the Kitchen or the Facility.

Members must comply with the State of Delaware Food Code's Clean-up of Vomiting and Diarrheal Events if such an event should occur within the Facility. The guidelines will be posted on both the information board in the Kitchen and on the door of the utilities closet.

XIV. Signage and Advertising

No signs or advertising matter of any kind may be attached, affixed, or displayed in the Kitchen, the Facility, or anywhere on or within the surrounding premises.

XV. Equipment, Inventory, and Small Wares

A. The Collective Onsite Equipment

No equipment, utensils or items of any kind owned by The Collective may be removed from the Facility. The KCOB will inventory equipment and utensils, owned by The Collective regularly. Missing items will be recorded and a Member will be charged for the cost of the item(s) if the KCOB reasonably determines that the Member is responsible for the loss. In addition, The Collective may terminate the Kitchen Use Agreement of any Member who violates this rule and may apply the Member's security deposit as required to compensate for the loss.

B. Small Wares

The Collective will provide all basic small wares. They are the property of The Collective and are not to be removed from the Kitchen. Any small wares not provided by The Collective, but necessary for the Member, must be stored in the Member's dry storage unit when not in use, otherwise the small wares will be considered communal use. The Member must maintain any wares it may provide in clean condition when not in use. If a Member chooses to bring in cleaning rags, they must be removed and cleaned off-site.

The Collective is not responsible for the loss or theft of any Member-owned small wares.

C. Cleaning

The Collective will provide regular cleaning of the Kitchen, including the grease traps and fume hood. A Member who finds the Kitchen in an unclean condition must notify the KCOB immediately.

The Member must follow all proper sanitation requirements and keep the Kitchen, including The Collective's appliances, utensils, equipment, wares, and fire suppression vents in a sanitary and orderly condition. The Member must assure that the Kitchen is clean, sanitized, and in orderly condition before leaving the Facility by signing the Kitchen check-off sheet.

A Member who does not comply with the stated cleaning requirements will receive a written warning from the KCOB. If there is a second offense, a $50.00 fine will be issued. A third offense will result in a $150.00 fine. After three occurrences, the Member's Kitchen Use Agreement may be terminated.

D. Check-Off Sheets for Members

In order to ensure that safety and cleaning procedures, as well as basic kitchen rules are followed, Kitchen session check-off sheets must be completed. The Member is responsible for completing these check-off sheets (paper copies available in the Kitchen) at the end of each session. Paper copies can be filed in the Kitchen in the designated space. Alternatively electronic check-off sheets can be submitted online via Google Survey (a QR code access to the sheets is posted on the Kitchen information board).

XVI. Management On-Call –

A KCOB representative is on-call for **emergencies** during Kitchen use hours. The on-call phone number will be provided when the Member and The Collective have signed the Kitchen Use Agreement and is also posted in the Kitchen. If an emergency requiring a call to 9-1-1 occurs, the Member must call the KCOB

on-call person immediately after the 9-1-1 call. This call serves to inform the collective that there was an emergency at the property.

Only call the KCOB emergency number if your kitchen use is affected. For equipment issues, email specific details so the team can resolve them.

XVII. Injuries

Any injuries sustained by a Member, including employees and staff, while in the Kitchen, the Facility, or the surrounding premises must be reported immediately to the on-call KCOB person and the injured person should seek medical attention, if necessary. The KCOB on-call person will notify the KCOB Chairperson which will follow up with the Member and other parties according to the Kitchen Incident Report.

XVIII. Equipment or Facility Failure

If Kitchen equipment owned by The Collective fails for a Member, or if a Member experiences other problems in using the Kitchen or the Facility, the Member must complete and submit a Kitchen Incident Report within 24 hours of the occurrence, (available in the Kitchen) to the KCOB via the outbox where we would keep the kitchen check out forms. When a Member files a Kitchen Incident Report, the **KCOB** will undertake an investigation aimed at determining the cause of the equipment failure or other incident. If the KCOB reasonably determines that a Member is responsible for the equipment failure or other problem, the KCOB may impose a fine on the Member based on the severity and costs associated with the incident. In all other cases when no Member causal responsibility can be determined, no fees will be assessed with the filing of a Kitchen Incident Report.

The Collective is solely responsible for addressing and, if necessary, repairing or replacing failed equipment owned by The Collective. Under no circumstances may the Member alter, modify, or attempt to repair any equipment or property not owned by the Member.

XIX. Changes to the Kitchen Use Agreement and Policy and Procedures

The Collective may, at its sole discretion, modify, delete, replace, or add to the Kitchen Use Agreement and any of the Policies and Procedures contained in this Manual. The KCOB will communicate any such changes in a timely manner and will provide the Member with an updated copy of the Newark UMC Kitchen Collective Kitchen Use Agreement and Policies and Procedures for Member acceptance and signature.

XX. Termination of Kitchen Use Agreement

In addition to any other remedies that may apply, The Collective reserves the right to terminate the Member's Kitchen Use Agreement in accordance with the terms of the Kitchen Use Agreement and The Collective's Policy and Procedures.

Acknowledgement of Adherence to the Newark UMC Kitchen Collective's Kitchen Use Agreement with its Policies and Procedures Manual;

I, _____, accept the terms of the Newark UMC Kitchen Collective Kitchen Use Agreement and confirm that I have received a copy of The Newark UMC Kitchen Collective's Policies and Procedures and that all my questions regarding its terms and provisions have been answered to my full and complete satisfaction. I understand my duties and responsibilities as a Newark UMC Kitchen Collective Member and agree to comply with them.

_____ _____

Member Signature Date

Newark UMC Kitchen Collective KCOB Repesentative Acknowledgement:

_____. _____

Nane Date

Signature

Copy to be provided to Member and copy *to be kept in the KCOB Member's file.*

KCOB Email address: *kcob@newark-umc.org*

To be kept in Member's file.