

John Ford Community Kitchen (JFCK)

Fee Schedule

Initiation	
The service includes facility tour, overview of services offered, and potential products discussion.	
Tour/Consultation Fee	Free, by appointment only

Deposits	
Security	\$200 (Refundable one-time fee) This refundable amount will be applied only if there are any damage or breakage caused by misuse of equipment or facility.

Fees	
Orientation Fee	\$25 (Non-refundable, one-time fee) This fee covers the required one-on-one safety and sanitation training provided by JFCK which is necessary to use the facility safety.
User Fees	\$20 per hour per production area; maximum of 6 workers \$16 per hour over 80 hours in a calendar month
Storage Fees	\$30 per week per six-foot shelving in cooler, freezer, and case storage

Rates	
Training Rates:	\$75 per hour including Banquet Hall & Kitchen (<i>Monday-Thursday only</i>)
Special Rates:	Banquet Hall Fee + Kitchen Usage (\$40 per additional hour)

ALL FEES ARE SUBJECT TO CHANGE. ANY KITCHEN TIME SCHEDULED BEFORE THE RATE CHANGE WILL BE CHARGED THE CONTRACTED RATE.

The kitchen is rented hourly. If you go into another hour, you are billed for the entire hour. Kitchen tenants may schedule a maximum of two months in advance, unless waived by the Facility Event Monitor. Be sure to include time within your rental hours for adequate cleaning of facilities. Please also arrive at least 15 minutes before your scheduled time begins in order to inspect facilities so you are not charged for anyone else's mess or damage to equipment.

Tenants must give notice to the Facility Event Monitor at least 24 hours in advance in order to cancel any time scheduled. Unless waived by the Facility Event Monitor for emergency situations, "No Show" Users are responsible for payment of time scheduled.



JOHN FORD COMMUNITY KITCHEN (JFCK)

OVERVIEW

The John Ford Community Kitchen (JFCK) is a business incubator designed by Calhoun County as a community initiative operating with the Calhoun County Recreation Department to:

- Enable sustainable development of new, value-added food enterprises by lowering business entry barriers such as kitchen outfitting costs, space for temperature-controlled storage for ingredients and finished product, and assistance with other start-up challenges and expenses.
- Enhance and expand opportunities for existing entrepreneurs, farmers, etc. to produce new products for the greater retail market.
- Extend the availability of local food products and farm produce beyond the immediate growing/harvesting season.
- Foster food businesses that produce, prepare, assemble, or provide food for immediate consumption by the public to include but not limited to: caterers, food trucks, meal preparation and delivery operations.
- To enable food processors that manufacture, produce, process, and offer packaged food for sale (retail or wholesale).
- Provide training to the public in various cooking techniques and local ingredients, canning and preserving classes, and other food related activities.

The types of food products businesses produce or intend to produce will determine how businesses will be regulated and by which authorities, (e.g. SC Department of Health and Environmental Control, SC Department of Agriculture). Furthermore, if food businesses conduct interstate commerce, it also may be subject to additional regulatory requirements.

Examples of types of food that may be produced in the John Ford Community Kitchen:

- Baked goods (cakes, pies, breads, etc.)
- Jams and Jellies
- Fresh or frozen produce (local farm produce)
- Acidic foods (*vinegars, some sauces that have a natural pH below 4.6*)
- Acidified foods (pickles)
- Dry mixes (*rubs, beverages mixes, dip mixes*)

To help businesses navigate through and comply with applicable food safety requirements and get business operating legally from our kitchen, we have identified key requirements in accordance with two main food business categories:

- 1) **Food Businesses** are those businesses that manufacture, produce, prepare, assemble or provide food for immediate consumption by the public to include but not limited to: caterers, meal preparation and delivery operations. Food Businesses are primarily regulated by South Carolina Department of Health and Environmental Control (SCDHEC).

- 2) **Food Processors** are those business that manufacture, produce, process, and offer packaged food for sale (retail or wholesale) to include but not limited to: specialty food producers and bakers. In the State of South Carolina, Food Processors fall within the jurisdiction of the South Carolina Department of Agriculture (SC Retail Business License is required). An important source of information for food processors is the South Carolina Department of Agriculture (SCDA)'s section on their webpage entitled "Guidelines for Food Processors", copies are also available from the JFCK office.

The John Ford Community Kitchen (JFCK) is currently permitted by the SCDHEC and, as applicable, will be inspected by the SC Department of Agriculture (SCDA). It is also subject to all required rules and regulations of the County of Calhoun.



JOHN FORD COMMUNITY KITCHEN (JFCK)

Standard Operating Procedures (SOP)

Personnel

- 1) Wear clean clothes that will protect from burns and other injuries.
- 2) Remove jewelry before coming in to the facility. (*earrings, studs, bracelets, rings etc...may fall into products or not be thoroughly cleaned and therefore harbor food particles, bacteria, and so cannot not be worn while in production*)
- 3) Wear closed toe and heel, skid-proof shoes.
- 4) Wear long pants. (*No shorts, skirts, or dresses are permitted*)
- 5) Wear, in an effective manner, hair nets, headbands, caps, beard covers, or other effective hair restraints that will keep loose hairs out of food products, or be caught in machinery.
- 6) Wear a clean apron or chef's jacket to cover outside clothes (*remove apron when leaving the building such as taking out trash, and going to the rest room*)
- 7) Do not store personal goods in the kitchen or wherever food is being processed. (*ex. back-packs or jackets or purses etc...*)

Equipment and Facility

- 1) Do not leave or prop kitchen doors open unless you are ACTIVELY bringing in/removing items. (*open doors allow insects, birds, and rodents to enter the facility*)
- 2) Make sure that all trash is put in the dumpster.
- 3) No food preparation is permitted in the storage areas.

Storage

- 1) **Dry Storage**
 - All items/areas must be clearly identified and labeled with the User's name.
 - Opened food items must be stored tightly covered in containers labeled with the container's contents.
 - All items must be on pallets or otherwise off the ground at least 6 inches for items on moveable shelves, 12 inches if they are no permanent racks.
 - The areas around stored items must be kept clean, swept and mopped as often as needed.
- 2) **Cooler/Freezer Storage**
 - All items must be clearly identified and labeled with the User's name.
 - Food items must be stored tightly covered.
 - Keep in mind sanitation guidelines that dictate raw meats, poultry, fish, seafood, and eggs on bottom shelves of coolers.
 - Clean and sanitize your storage shelves at least once a month. Mop area immediately if there are any spills or leakages.

Standard Operating Procedures (SOP) (continued>>

Getting Started and Signing-In

- 1) Pick up a Production Sheet and SIGN-IN at start of set-up (*date, names of user and workers, time circle am/pm*).
- 2) Bring needed supplies to set up your work space. Remember that effective hair restraints are required by both health department and FDA rules and no one is allowed in the production areas when production is going on without them.
- 3) Go to your assigned production area and fill in the Facility Checklist on the back side of the Production Sheet-to report on the condition of the kitchen as you found it.
- 4) Wash hands and set up sanitizer bucket/towels.
- 5) Sanitize all equipment that you will be using. This is for YOUR protection. Set up your work area in the most efficient way.

During Production

- 1) Do not allow kitchen doors to stay open. Remember, this is a violation of health department and FDA rules.
- 2) Carefully follow operating guidelines for each piece of equipment. Instruction books are in kitchen library.
- 3) The two-compartment prep sink is only for washing fresh produce and meats (*sanitize thoroughly in and between uses*). Dishes must be washed only in the three-compartment dish washing sinks.
- 4) Keep spray bottles of cleaners, covered drinks, and electronics on the self below the work table, or on the shelves near the sinks, never on the same level or above food prep areas.

At the Close of Production

- 1) Break down and clean each piece of equipment used according to guidelines in the instruction book. (*Be sure to check adjacent equipment and walls for splashes and spills.*)
- 2) When fryers are used, be sure to empty and clean the fryer and clean the walls and hoods surfaces around the fryer.
- 3) Clean and sanitize all sinks and walls surrounding the sinks in the kitchen.
- 4) Clean all walls and surfaces adjacent to the equipment you have used.
- 5) Clean and sanitize every place that hands have touched including refrigerators, ovens, faucets, sprayer handles and light/hood switches.
- 6) Return everything to its original place including oven racks.
- 7) No food is to be left in the walk-in coolers in the kitchen at the end of your processing.
- 8) All foods are to be stored, properly labeled, in the walk-ins. (*nothing is to be stored on floors*)
- 9) Remove all trash bags to JFCK dumpster.
- 10) Rinse and scrub trash cans in the custodian sink and return clean trash cans to kitchen without new bags to declare cleanliness.
- 11) Sweep and mop floors in facility areas that were used.

Standard Operating Procedures (SOP) (continued>>>

- 12) Use the mop and/or squeegee to push water into the floor drains.
- 13) Be sure not to leave ANY SCRAPS of food particles on the drain grates.
- 14) Clean and rinse mop and mop bucket, wring out mop, and hang to dry in the custodian sink only.

Last Check

- 1) Turn out ALL LIGHTS in the facility if you are the last to leave.
- 2) Return all equipment to proper place.
- 3) Complete the Production Sheet – be sure to circle ALL equipment that you used. Fill in the amount of production and value of goods produced.
- 4) Return the Production Sheet to JFCK representative.
- 5) Make sure trash has been taken out.
- 6) Make sure all facility exterior doors are closed and locked.



John Ford Community Kitchen User Application

Date: _____

___ Please check if your information has changed since last application period.

Contact Information

Full Name: _____

Organization/Business Name: _____

Mailing Address: _____

City _____ State _____ Zip _____

Business Number () ____-____ Cell Number () ____-____ Email: _____

If you would like to receive email promotions from the Recreation Department, please check here

Business Information:

Business Type: __Sole Proprietorship __Partnership or LLC __Corporation __Non-Profit __Other

In this calendar year, how many employees do you plan on having, besides the business owner(s)?

Full-time _____ Part-time _____ None _____ Don't Know _____

Please **check all the categories** that apply to you or your products produced at JFCK.

__Caterer/personal chef

__Baked goods (breads, cakes, pies, etc...)

__Specialty food producer (frozen, bottled/canned, refrigerated, etc...)

__Natural-herbal food producer (teas, spice, mixtures, etc...)

__Other, Describe: _____

Please provide description of products to be produce at JFCK.

Do any of your products require a scheduled process? Check one: ___Yes ___No ___Don't Know

Do you have Product Liability Insurance? ___Yes ___No

Name of Insurance Company: _____ Coverage Date: _____

Do you have ServSafe Certification? ___Yes ___No

Please Return to: Recreation Office at John Ford Community Center
304 Agnes St. Suite 101, St. Matthews, S.C. 29135
803.655.7514



JOHN FORD COMMUNITY KITCHEN (JFCK)

USER SERVICES CONTRACT

The CCRD wishes to encourage the use of Calhoun County facilities by the community as long as the use is lawful. Community use of facilities is subject to the terms of Calhoun County Policy and Procedures and the current schedule of user fees. Funds may be charged for the use of our facilities to help with facility up keep only. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the county’s interests, or due to the level or previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, or origin.

___ Please check if your information has changed since last contract period

FULL LEGAL NAME OF BUSINESS: _____

BUSINESS TYPE: ___Sole Proprietorship ___Partnership or LLC ___Corporation ___Non-Profit ___Other

NAME AUTHORIZED REPRESENTATIVE _____ TITLE _____

BUSINESS LICENSE INFORMATION _____ FEDERAL TAX ID _____

BILLING ADDRESS _____ CITY/STATE/ZIP _____

DAYTIME TELEPHONE _____ FAX TELEPHONE _____

EMAIL ADDRESS _____

This User Services Agreement is between the User (identified above) and Calhoun County (also referred to here as JFCK) and is effective upon the date of execution shown below. User and JFCK agree to the following terms:

SECTION 1: SERVICES. JFCK will provide User with nonexclusive access to and use of JFCK’s commercial food manufacturing facility (“Facility”), subject to the terms of this Agreement.

- I. **Facility.** The Facility is a shared-use facility; equipped with commercial food production and packaging equipment, dry and refrigerated storage, and other production equipment. JFCK shall maintain the Facility in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards.
- II. **User Prerequisites.** All users of JFCK will have completed the following activities and provided appropriate documentation to the JFCK before User may enter and use the facility:
 - a. Completed applicable items on most current New User Checklist.
 - b. Completed application form with proof of all required documentations
 - c. Paid security deposit and completed user services contract
 - d. Successfully completed the JFCK Facility Orientation and Training

- III. **Authorized Products.** User must submit notification in advance, and be specifically authorized by JFCK prior to producing each food product. If the product is an acidified food which requires a Schedule Process, a copy of the Certificate of Attendance at an approved Better Process Control/Acidified Foods Manufacturing School must be on file at JFCK, along with all letters of scheduled process, 2541(a)'s filed with the FDA; and Process Production Sheets for every production. Other products, such as fermented, dried, or unpasteurized products may also require a Scheduled Process from an approved authority (usually a University-based Food Scientist).
- IV. **Scheduling of Use.** Because the Facility is a shared use facility, JFCK shall control the times and manner of all Users' access to and use of the Facility. User shall request use of the Facility in advance. JFCK will make its best efforts to create a schedule for use of the Facility that accommodates all Users' reasonable requests.

SECTION 2: PAYMENT TERMS. User will pay JFCK rent for each hour or part thereof. User occupies the Facility and uses the Services described in Section 1 of this Agreement according to the following terms:

- I. **Fee Schedule.** The fees for various users of the Facility and/or equipment are set out in the Fee Schedule, attached to this Agreement. JFCK may change this fee schedule at any time and JFCK will notify users as soon as possible in advance of changes.
- II. **Payment Terms – New User.** Each User will pay for Facility use on a “pay as you go” basis for the 1st three months of using the Facility. JFCK will provide User with a bill after each use. **Payment is due upon receipt.** User may not use the Facility until all outstanding bills are paid.
- III. **Payment Terms – Good Payment History.** After 3 months of on-time payments, JFCK will bill User for Facility and storage use at the end of each calendar month. Payment is due upon receipt. If user pays any bill late, JFCK may require User to pay under New User payment Terms. A Late Payment Fee may be charged for payments made more than 60 days after date of invoice.
- IV. **Late Payment.** User will pay a Late Payment Fee on all outstanding balances more than 60 days after the date on each invoice. The Late Payment Fee will be 1.5% per month for all past due User Fees and other invoiced expenses. Should any amount remain unpaid for more than three (3) months, JFCK may at its discretion suspend User's rights to use the Facility under this Agreement until User's entire outstanding balance is paid in full. Legal action may be pursued against your unpaid balance.

SECTION 3: USER DUTIES. User agrees to assume the following duties in its use of the Facility under this Agreement:

- I. **Rental and Use Polices.** User acknowledges that User has received and read the **Schedule of Fees, Rental and Use Polices, and Standard Operating Procedures.** Copies of these documents are attached to this agreement. JFCK reserves the right to amend any or all of these Policies at any time upon written notice to User. If User violates these Policies, JFCK may impose a fine upon User, and upon repeated violation, JFCK may at its discretion terminate Agreement. User agrees

to comply with all of the rules and obligations set forth in the Rental and Use Policies as currently stated and as modified at any time in the future.

- II. **Contact Information.** User promises that the identification, address and contact information stated at the beginning of this document is current and correct. User agrees to keep JFCK informed of any changes in User's legal identity, address or other contact information.
- III. **Security.** User agrees that JFCK assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility.
- IV. **Food, Ingredients, and Equipment Safety and Sanitation.** All Users and their employees are required to successfully complete the JFCK Facility Orientation and Training before they may use the Facility. New employees must be trained by JFCK staff during their first month of employment by the User. It is the responsibility of the User to arrange this training at the convenience of JFCK staff and their employee. Each person using the facility must receive specific authorization before using the Facility and certain equipment.
- V. **Housekeeping Policies.** User policies include but not limited to the following:
 - a. No equipment or items owned by JFCK shall ever leave the premises. Furthermore, Users are forbidden from using products, ingredients, tools, equipment, or any other items that belong to other Users of the JFCK, without prior permission. Violation of this will result in the immediate loss of the JFCK Facility.
 - b. Users will strictly follow the Standard Operating Procedures and Equipment Cleaning Guidelines provided by JFCK before, during and after each use of the facility.
 - c. If User fails to leave the facility in the proper condition, User may receive a warning and be responsible to pay the actual cost of the cleaning the facility as determined by JFCK. If the cleaning deposit needs to be used for this, the User will have to repay the cleaning deposit before using the facility again.
- VI. **Assignment.** Except for User's properly trained and authorized employees, User may not transfer or assign User's privileges under this Agreement to any third party. This includes the transfer of the User's security key card. The User shall not grant access or allow a third party to operate in the Facility any time. Violation of this duty is grounds for immediate termination of this Agreement and the Immediate discharge of the User from the Facility.
- VII. **Signs and Advertising.** No signs or advertising matter shall be painted or attached in any way on the JFCK premises.

SECTION 4: HEALTH AND SAFETY RESPONSIBILITIES. To ensure the safety of all persons associated with the JFCK facility, User shall also comply with the following:

- I. **Liability.** Calhoun County shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the User's use, operation, occupancy of JFCK premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Calhoun County and its employees

from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about the JFCK premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the JFCK premises.

SECTION 5: CONFIDENTIALITY. User and JFCK agree and acknowledge that the Facility is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party (“Others”). The Parties further acknowledge and agree that the conduct of User’s business and the production of User’s products may involve the use of recipes, techniques, formulations, sources of ingredients, financial and business records and other information that is owed and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User’s business (“Confidential Information”). User acknowledges and agrees that Others may also have Confidential Information that applies to the conduct of their own business. User and JFCK acknowledge and agree that User’s Confidential Information may be disclosed to JFCK for the purpose of providing product authorization, training or Business Services to User.

- I. Confidential Information does not include information that is already known to JFCK, to the public or any third party beyond User’s control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.

SECTION 6: TERMINATION. This Agreement shall continue indefinitely unless terminated as provided in this Section. User’s obligations pursuant to Section 5 (Confidentiality) of this Agreement and only financial obligation to JFCK shall survive the termination of this Agreement.

- I. **Annual Renewal.** The Parties may elect to renew the Agreement for additional terms of one year. JFCK may in its discretion modify the terms of this Agreement upon renewal and may require User to execute a new version of this Agreement as a condition of renewal.
- II. **Voluntary Termination.** This Agreement may be terminated at any time by either party upon thirty days (30) written notice to the other party.
- III. **Breach or Default.** User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement or the Rental and Use Policies within three (3) days after receiving written notice of such from JFCK. If more than three (3) days pass without any corrective action taken by the User, JFCK may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in Sections 3.I, 3.V and 3.VI of this Agreement.
- IV. **User Property.** Upon termination, User shall remove all of User’s property from the Facility. If User’s property is not promptly removed, JFCK may enter, take possession of and remove User’s property. User shall be liable to JFCK for a reasonable storage cost for any property removed in this way.

SECTION 7: MISCELLANEOUS PROVISIONS.

- I. **Jurisdiction and Venue.** Any dispute regarding this Agreement shall be resolved in the courts of Calhoun County, South Carolina, and according to the laws of South Carolina.
- II. **Relationship of the Parties.** This Agreement shall not be construed to form partnerships or any other business association between the Parties other than independent parties to contract. User, its officers, agents and employees are not employees or agents of JFCK.
- III. **No Oral Modification.** This Agreement may only be modified in writing signed by the parties.

SECTION 8: Enjoyment. This shared-use commercial Facility is a unique facility meant to be useful to and enjoyed by its Users. The Facility has been furnished to accommodate a wide variety of businesses. It is necessary that all Users work collectively to make this shared-use space work for all. Cooperation will benefit everyone and will allow harmony in the entire space. It is the desire of JFCK to aid the many persons that may desire to start their business and provide a clean and workable space for all parties. We wish each User’s business the greatest success with their product and with their business. May each grow and prosper and become a contributing member of our community.

This Agreement is executed this ____ day of _____, 20____ by the duly authorized representative of each party.

COUNTY OF CALHOUN

By: _____
Signature of County Representative

Legal Name of User’s Business

By: _____
Signature of Business Owner/Authorized Representative

Name Printed

Title

JOHN FORD COMMUNITY KITCHEN (JFCK)

USER'S CHECKLIST

_____ Schedule a meeting with our staff to discuss your product or service and your business plan. Bring product prototypes, samples, analysis reports, regulatory certificates, etc.

_____ Complete the JFCK application, pay deposits/fees, and provide all documentation as listed below:

- Product liability insurance at \$1,000,000 with Calhoun County as “additional named insured”.
- ServSafe Food Handler certification*
- Copy of Business License
- FDA facilities registration under Bioterrorism Act
- Process Authority Letter from an approved Food Processing Authority *(if applicable)*
- FDA Food Canning Establishment Registration, FDA form 2541 *(if applicable)*
- FDA Food Process Filing, FDA form 2541a for each product *(if applicable)*
- Copy of Course Certificate for Acidified Foods Manufacturing School *(if applicable)*.
- Label approval from South Carolina Department of Agriculture

_____ Review carefully and sign the User Services Contract with its attachments *(if applicable)*

_____ Schedule final orientation/training meeting with JFCK before first production

***Please note that a ServSafe Food Manager Certification will be required by at least one employee of each business entity by SC DHEC.**