

Policies and Procedures

Shared-Use Commercial Kitchen

A Program Of

Community Teamwork's Merrimack Valley Small Business Center

Office Address:

88 Middle Street, Suite 202, Lowell, MA 01852

Office Phone:

978.322.8400

Office Hours of Operation:

Monday-Friday 9:00am-5:00pm

Mailing Address:

Community Teamwork

Merrimack Valley Small Business Center

Attn: Commercial Kitchen

88 Middle Street, Suite 202, Lowell, MA 01852

Kitchen Address:

126 Phoenix Ave, Lowell, MA 01852

Kitchen Visiting Hours:

By Appointment

Kitchen Rental Hours:

5:00pm-10:00pm Monday-Friday

24hours Saturday-Sunday

Contact Person/Kitchen Manager:

Stacie Frechette, Special Projects Coordinator

sfrechette@commteam.org Phone: 978.322.8415



I. Services Provided

The Community Teamwork (CTI) Shared-Use Commercial Kitchen, hereby referred to as *The Kitchen*, is a commercial, Board of Health certified, shared-use kitchen space, that may be rented and used, along with the equipment and wares provided, to produce approved culinary products. A complete list of provided equipment and wares is available and may be requested from the Kitchen Manager.

II. Allergen and Usage Restrictions

The Kitchen is restricted to the manufacturing of products for human consumption only. The Kitchen, and the property in which it is housed, is a Nut, Latex, Fragrance, Smoke, Alcohol, and Drug-Free environment.

- Only products used for human consumption will be deemed appropriate for manufacturing in The Kitchen. Pet foods, skincare products, cosmetics, and housewares may not be manufactured in The Kitchen. Additional products may be deemed inappropriate by the Kitchen Manager on a case-by-case basis.
- The building is a NUT-FREE environment. No nuts or nut-related allergens are permitted at any time. For a definition of nuts and nut-related allergens, visit the U.S. Food and Drug Administration: www.fda.gov. Questionable ingredients must be examined and approved by the Kitchen Manager prior to entry. Nut or nut-related allergens found in The Kitchen will be immediately discarded. The responsible tenant will be charged a \$200 fine and considered in violation of their contract, which may result in immediate termination of tenancy.
- The building is a LATEX-FREE environment. No latex products or wares, including latex gloves, are permitted at any time. Latex items found in The Kitchen will be immediately discarded. The responsible tenant will be charged a \$200 fine and considered in violation of their contract, which may result in immediate termination of tenancy.
- The building is a FRAGRANCE-FREE environment. Tenants and/or support staff smelling of perfumes will be asked to remove themselves from the building and will not be refunded for hours lost.
- The Kitchen, building, and property exterior are SMOKE, ALCOHOL, and DRUG-FREE. Tenants and/or support staff suspected of smoking or using alcohol and/or illegal drugs on the premises will be asked to remove themselves from the property and will not be refunded for hours lost. Alcohol and drugs, including drug by-products, may not be used as ingredients in manufactured products within The Kitchen. CTI reserves the right to immediately terminate tenancy, and contact authorities, in the event of suspected use of these substances on the property.

III. Kitchen Application and Orientation

A. Tenant Application Form

Parties interested in renting The Kitchen must complete and submit a Tenant Application Form for review by the Kitchen Manager.

- Tenant Application Form may be acquired at CTI's Merrimack Valley Small Business Center (MVSBC), 88 Middle St. Suite 202 Lowell, MA, online at www.commteam.org/small-business, or by emailing the Kitchen Manager.
- Completed Tenant Application Form should be submitted to the Kitchen Manager via email or in person at the MVSBC.
- A Criminal Offender Record Information (CORI) request is included in the Tenant Application Form and submitted by the Kitchen Manager prior to denial or approval of application.
- The applicant will be contacted, in writing, within 10 business days of receipt, with a denial or tentative tenancy approval.
- If tentatively approved, the applicant must contact the Kitchen Manager, in writing, within 5 business days, to accept potential tenancy.

B. Kitchen Orientation and Facility Tour

Upon tentative approval, the Kitchen Manager will provide an orientation and facility tour, by appointment.

- The Kitchen Manager will schedule an orientation and facility tour with the potential tenant at a time approved by the facility staff.
- During the facility tour, the Kitchen Manager will provide the potential tenant with an overview of the shared equipment and wares, storage room, and general kitchen procedures.
- At orientation, the potential tenant will receive a checklist of all documents required to begin tenancy.

IV. Documents, Certifications, and Licensing Requirements

The tenant is responsible for adhering to and operating in accordance with all Federal, State, and Local business rules and regulations as they apply to their business. The Kitchen requires tenants to acquire, maintain, and submit the following documents, certificates, and licenses and provide copies to the Kitchen Manager prior to tenancy. Expired documents, certificates, and licenses will result in tenant suspension until renewals are submitted to the Kitchen Manager.

A. Request for Taxpayer Identification Number and Certification

Tenant must complete a Form W-9, Request for Taxpayer Identification Number and Certification, noting their business tax identification number or Employer Identification Number (EIN). To acquire a business EIN, visit: www.irs.gov/Filing/Self-Employed-&-Small-Businesses

B. Massachusetts Sales and Tax Use Certificate

Tenant must obtain a Massachusetts Sales and Use Tax Registration Certificate through WebFile for Business: www.mass.gov/dor.

C. City of Lowell Business Certificate

Tenant must obtain a notarized Lowell Business Certificate from the City of Lowell Clerk's Office, using the address of The Kitchen at 126 Phoenix Ave, Lowell, MA 01852 as the business address. For more information: City Clerk's Office, City Hall, 375 Merrimack Street, Lowell, MA 01852, 978-674-4161

D. ServSafe and ServSafe Allergen Certifications

Tenant must acquire ServSafe Manager and ServSafe Allergen Certifications. For more information: <https://www.servsafe.com/ss/sra/ma/>

E. Lowell Board of Health Approval

The tenant must submit a signed Board of Health form, provided at tenant's orientation, from the City of Lowell Health Department stating that the tenant has completed all Board of Health requirements. The tenant must submit copies of all documents obtained through the Lowell Health Department to the Kitchen Manager.

F. Wholesale License

If the tenant intends to sell their product(s) as wholesalers, a License for Food Processing and/or Distribution at Wholesale must be obtained from the Massachusetts Department of Public Health. For more information: www.mass.gov/eohhs/docs/dph/environmental/foodsafety/food-app.pdf

G. Liability Insurance

Tenant must provide proof of business liability insurance for at least \$1 million that names Community Teamwork, Inc., at 155 Merrimack St. Lowell, MA 01852, as an additionally insured party. A certificate of insurance must be supplied by the tenant's insurance company.

H. Letter of Reference

Tenant must submit at least one professional reference letter prior to initial tenancy. This letter should be from a previous kitchen manager or current business client. If the tenant is a start-up business, the letter may be from a current or former employer. Letters from family members or friends will not be acceptable forms of reference. The letter must be mailed to CTI's MVSBC, Attention: Kitchen Program, 88 Middle Street, Suite 202, Lowell, MA 01852 or emailed directly from the reference to the Kitchen Manager.

I. Rental Agreement/Contract

Once the Kitchen Manager receives and reviews all required document submissions, and deems the applicant tenancy-ready, the tenant and CTI will sign a contract with the rental terms and conditions.

V. Costs of Services

A. Standard Hourly Rates

The Kitchen standard rental rates are \$16.00 per hour Monday-Friday and \$21.00 per hour Saturday and Sunday. Standard rates are based on hours reserved according to the Standard Monthly Pre-Scheduling procedures defined in Section VI.

B. Standard Discount for MVSBC Members

A \$1.00 per hour standard rental rate reduction is available for fully paid members of the MVSBC. If the tenant's MVSBC membership expires, the rates revert to the standard rental rates until membership is renewed.

C. Additional Hours

For additional hours, tenant must submit a written request to the Kitchen Manager at least 7 business days prior to the requested hours to avoid additional fees. If the tenant requests additional hours within 168-24 hours notice, they will be charged an additional \$2.00 per hour. If tenant requests additional hours with less than 24 hours notice, they will be charged an additional \$5.00 per hour. Under no circumstances is a tenant permitted to access The Kitchen without request and approval by the Kitchen Manager. Additional hours and fees will be billed with the following month's rent.

D. Minimum Charges

There is a minimum kitchen charge of 5 hours per calendar month, or 10 hours per month if utilizing storage space. If the tenant does not rent The Kitchen for the required minimum hours in any given month, they will be charged the minimum hours at their weekday rate.

E. Security Deposit

The tenant will provide half of their first month's estimated rent, or minimum charge if greater, as a security deposit prior to their start date. This deposit will be held by CTI until the tenant submits a 30 day written termination notice to the Kitchen Manager. The security deposit will be applied to any outstanding bills and/or repairs to, or replacements of, kitchen equipment or properties damaged by the tenant. If the tenant has no outstanding bills and no damage is found, the tenant's security deposit will be returned to them following the lease termination and key returns.

F. Access Key Charges and Deposits

1 kitchen access key set, which includes 1 building-access keycard and 1 storage room key, is provided per tenant. A \$20.00 key deposit by the tenant is required to issue initial key set. If the tenant requires an additional key set, an additional \$20.00 key deposit will be required. Tenant is limited to 2 key sets. Key deposits will be held by CTI until the tenant submits a 30-day written termination notice to the Kitchen Manager. The key deposits will be refunded to the tenant upon key returns. Lost or stolen keycards and/or keys must be brought to the Kitchen Manager's attention immediately for deactivation and replacement. A replacement fee of \$50.00 per keycard and \$20.00 per key will be billed to the tenant with the following month's rent.

G. Storage Charges

Tenants meeting the 10 hour minimum usage requirement will be provided 1 shelf for dry storage and 1 shelf for cold storage, based on availability, at no charge. These tenants may request extra storage space, if available, at a rate of \$25.00 per month, per storage shelf. The tenant will be provided a locking device for each dry storage unit. Lost or stolen locking devices and/or lock keys must be brought to the Kitchen Manager's attention immediately for replacement. A replacement fee of \$15.00 per lock/key will be billed to the tenant with the following month's rent. For complete storage details, see Section XI.

H. Cancellations

Cancellations of reserved kitchen times must be submitted, in writing, to the Kitchen Manager, at least 7 business days prior to the requested cancellation, to be credited the full amount of the cancelled times on the following month's bill. If the tenant submits a written cancellation within 168-48 hours notice, the tenant will be credited half of the amount of the cancelled times on the following month's bill. Cancellations received with less than 48 hours notice will not receive credit for hours lost, unless cancellation is due to an illness. The tenant is only allowed 3 cancellation credits due to illness during the contract period. Any additional cancellations will require 48 hours notice to receive credit.

I. Non-Reservations

If the tenant accesses the building for any reason without an approved reservation, the tenant will be fined \$100.00. If the tenant continues to access the building without reservations, CTI reserves the right to terminate the tenant's contract immediately and deny the tenant facility access.

J. Loading Dock Violations

The tenant has access to the loading dock area for deliveries by appointment only. Unapproved deliveries will incur a \$50.00 fee per occurrence as defined in Section IX.

K. Waste Removal Violations

The tenant is responsible for removal and proper disposal of all waste materials. Tenant will be fined \$50.00 per incident if waste is not removed properly as defined in Section X.

VI. Scheduling

A. Standard Monthly Pre-Scheduling

The tenant will submit a written hours request to the Kitchen Manager each month, at least 7 business days prior to the first of the month. Hours are not guaranteed, and are available on a first come first serve basis. Hours may not be reserved more than 1 month in advance.

- The Kitchen Manager emails the tenant at least 10 business days prior to the first of each month to request hours submissions.
- The tenant submits a written request for hours at least 7 business days prior to the first of each month.
- The Kitchen Manager contacts the tenant within 1 business day with approval or denial of hours.
- If any hours are denied, the tenant receives a schedule of available alternate hours.

B. Calendar

Each month, the Kitchen Manager provides the tenant with a calendar noting their hours and the hours of other tenants. This calendar is also posted in The Kitchen monthly.

C. Schedule Changes

Under no circumstances may the tenant alter their hours without prior approval from the Kitchen Manager. Procedures for schedule changes and associated fees are defined in Section V.

VII. Invoices and Payments

A. Invoices

Invoices are issued at least 5 business days prior to the first of each month. Invoices include the hours requested by the tenant for the current month as well as additional hours and/or fees acquired during the previous month. Tenant is invoiced for their minimum usage hours each month, regardless of schedule.

B. Payments

Invoice payments are due by the first of each month. The tenant is granted 7 business days from date due to pay invoice without incurring late fees.

C. Late Payments

Tenant is granted 7 business days from the first of each month to render payment. If payment is not received by 5:00pm on the 7th day, the tenant will be charged a \$20.00 late fee and \$10.00 each week thereafter, until payment is received in full. After 3 weeks of non-payment, the tenant will be suspended from The Kitchen, and keycard deactivated, until their account is paid in full. After 4 weeks of non-payment, the tenant's contract will be terminated and their security deposit will be applied to their outstanding account balance.

D. Payments by Check

Checks must be received at 88 Middle St. Suite 202 Lowell, MA 01854 by the first of the month. Checks must be made payable to **Community Teamwork-Kitchen**. While business and personal checks are accepted, users will be responsible for a \$35.00 fee, plus any additional fees and charges levied upon the program, as a result of a check being denied for insufficient funds or any other reason.

VIII. Facility Access

The tenant will have access to the building during their reserved times only. The tenant will have access to the building front door to access The Kitchen, the storage room, and the bathrooms. The tenant will have access to the loading dock by approved request. The tenant will not have access to any other parts of the building. If the tenant is found in other areas, they will be fined \$50.00 per occurrence. If the tenant continues to go outside of the designated areas, they will be terminated from The Kitchen.

All tenants are required to sign in when they arrive at the facility and sign out when they are finished cleaning the facility. Failure to accurately sign in and out may result in the tenant being denied use of the facility.

IX. Loading Dock Access

The tenant must request loading dock access for deliveries, in writing to the Kitchen Manager, at least 3 business days in advance. Tenant, or approved representative, must be present to receive any deliveries to the loading dock and all items must be moved from the loading dock area immediately. Tenant will be fined \$50.00 per unapproved delivery occurrence.

X. Waste Removal

The tenant is responsible for removal and proper disposal of all waste materials. There are two dumpsters on site, located near the loading dock. The larger dumpster is for mixed solid waste and the smaller dumpster is for co-mingled recyclable material. Tenant must sort and deposit their waste in the appropriate dumpster. Cardboard boxes should be flattened before being placed in the recycle dumpster. Tenant will be fined \$50.00 per incident if waste is not removed properly.

XI. Storage

A. Standard Storage

Onsite storage is available on a first come first serve basis. There is a 10 hour minimum per month for dry and cold storage. The tenant will be provided 1 shelf for dry storage and 1 shelf for cold storage, based on availability, at no charge. The dry storage unit must be locked and maintained by the tenant. The tenant is responsible for organizing and cleaning their storage units regularly and keeping items in designated spaces only. All products and supplies must be stored in clear, plastic, covered containers and labeled with the tenant's name, current date, and contents. Items not stored or labeled correctly may be discarded at the discretion of the Kitchen Manager. CTI is not responsible for damage or theft of any items stored in The Kitchen.

B. Additional Storage

Extra storage space may be requested, in writing, dependent upon availability, at a monthly rate of \$25.00 per storage unit. A storage unit is defined as 1 dry storage shelf or 1 cold storage shelf. Under no circumstances is a tenant permitted to use unapproved storage space. CTI reserves the right to remove items in unapproved storage areas without notification.

C. Storage Locks

The tenant will be provided a locking device for each dry storage unit. Lost or stolen locking devices and/or lock keys must be brought to the Kitchen Manager's attention immediately for replacement. A replacement fee of \$15.00 per lock/key will be billed to the tenant with the following month's rent.

XII. Onsite Parking

Parking is available for tenants in the parking lot during approved rented kitchen times only. The tenant will be shown where to park during orientation. All tenant's vehicle(s) license plate number(s) must be registered with the Kitchen Manager. Unregistered vehicles may be towed from the property. CTI is not responsible for any damage, theft, parking tickets, towing, or charges incurred for vehicle violations.

XIII. Liability

A. Liability Insurance

Tenant must provide proof of business liability insurance for at least \$1 million that names Community Teamwork, Inc., at 155 Merrimack St. Lowell, MA 01852, as an additionally insured party. A certificate of insurance must be supplied by the tenant's insurance company.

B. Private Equipment

CTI assumes no responsibility for the security of any tenant's equipment, supplies, or inventory not owned or maintained by The Kitchen.

C. CTI Liability

CTI shall not be liable for any damage to either persons or properties sustained by the tenant or by any third party arising in any way out of the tenant's use, operations, occupancy on CTI premises, or sale or distributing of any product manufactured on the premises. The tenant covenants and agrees to indemnify, defend, and hold harmless CTI and employees from all claims, costs, and liabilities arising from, or in connection with, damages, injuries to persons (including death), or property in, upon, or about the kitchen premises, or any portions thereof, or resulting from sale, distribution, and use of any product manufactured by the tenant on the kitchen premises.

XIV. Kitchen Users

The tenant is allowed to access the building during their approved hours only. CTI has the right to monitor key card access to the building. At any time, the CTI staff may ask for a form of identification for anyone entering the building. Adequate forms of identification include a current driver's license, passport, or personal credit card. CTI has the right to deactivate the tenant's keycard(s) if they are in violation of any policies as outlined.

A. Kitchen Capacity

The Kitchen is a shared-use space. 2 tenants/businesses are allowed to use The Kitchen at one time. The tenant understands that when there are 2 tenants/businesses in The Kitchen they will share the equipment and space. If a tenant requires sole usage of the space, they must reserve and pay for 2 rentals. A business is not allowed to have more than 4 people in The Kitchen at once. Over 4 persons requires 2 rentals. If a business rents both spaces, they are not allowed to have more than 8 people in The Kitchen at once. Special arrangements and rates may be available at the discretion of the Kitchen Manager for groups over 8.

B. Eligible Users

All persons entering the building must have completed and submitted to the Kitchen Manager a CORI form with a copy of their ID. Each CORI must be cleared and receive approved status for access to the facility. If the tenant brings any person into the building who is not approved by the Kitchen Manager, that person will be asked to leave the premises immediately. If the tenant continues to bring unapproved persons into the building, CTI reserves the right to terminate the tenant's contract immediately and deny the tenant facility access.

C. Age Limit

No one under the age of 18 is allowed in the building at any time. If the tenant brings any person into the building under the age of 18, that person will be asked to leave the premises immediately. If the tenant continues to bring underage persons into the building, CTI reserves the right to terminate the tenant's contract immediately and deny the tenant facility access.

D. ServSafe and ServSafe Allergen Certifications

At all times, the tenant must have at least one ServSafe and ServSafe Allergen certified person present to use The Kitchen facility. If no certified person is found using The Kitchen, CTI reserves the right to terminate the tenant's contract immediately and deny the tenant facility access.

E. Personal Hygiene

All individuals using The Kitchen must adhere to the required personal hygiene protocols, as required by the Board of Health, to be allowed to work in the facility. Individuals must come to work in the kitchen with clean clothes and body (hair included), short fingernails, free from polish or acrylic fillings, and clean hands.

F. Live Animals

Under no circumstances are live animals, other than shellfish used for culinary purposes, allowed in or around the facility. If animals are found, CTI reserves the right to terminate tenant's contract immediately and deny the tenant facility access.

XV. Handwashing

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

XVI. Signage and Advertising

No signs or other advertising matter shall be attached or painted in The Kitchen or anywhere within the building or surrounding property.

XVII. Equipment, Inventory, and Small Wares

A. Onsite Equipment

No equipment or items owned by CTI shall ever leave the premises. Inventory of equipment, utensils, and food that are owned by CTI will be inventoried every week, to determine if any theft has occurred. Any missing items will be recorded and tenant will be charged for the item(s) if suspected of theft. Removal of items from The Kitchen may result in immediate contract termination, key deactivation, and loss of security deposit.

B. Small Wares

The tenant will provide their own towels, pot holders, cooking items, pans, small wares and other special items necessary to their specific production needs, if not provided by The Kitchen. Do not leave your personal small wares in The Kitchen if not stored in a storage unity. Do not leave cleaning rags behind. No small wares used in a residential kitchen are allowed in The Kitchen. CTI is not responsible for the loss or theft of any items.

C. Cleaning

CTI will provide a regular cleaning before 5pm on weekdays. If the tenant finds The Kitchen in an unclean state, they should notify the manager on-call immediately.

Tenant is expected to follow all proper sanitation requirements and keep The Kitchen in a clean and professional state. Tenants will leave The Kitchen's appliances, utensils, equipment, wares, and fire suppression system vents in a clean and sanitized condition. Tenants are to ensure The Kitchen is clean and orderly upon leaving the facility.

In the event that The Kitchen management or CTI staff reports unclean or disorderly conditions caused by the tenant, the tenant will received a written notice of the offense. If the tenant receives multiple offenses, they will be fined and potentially terminated from their contract.

D. Check-Off Sheets for Tenants

In order to ensure procedures are followed for safety and cleaning, and that basic kitchen rules are being followed, there will be check-off sheets in the storage room. The tenant is responsible for completing these sheets at the request of the Kitchen Manager.

XVIII. Management On-Call

When there is a tenant in The Kitchen, there is a manager on-call in case of emergency. Upon signing a contract the tenant will receive the on-call phone number. This number is also posted in The Kitchen. In the event of an emergency, the tenant must call the number immediately. The on-call number is only to be used during reserved rental hours. There is always 1 manager on-call during reserved rental hours. If any tenant enters The Kitchen during unapproved times, there will be no manager on-call and the tenant will be penalized according to the Non-Reservations policy outlined in Section V.

XIX. Injuries

Any injuries sustained while on CTI property must be reported immediately to the on-call manager and tenant should seek medical attention if necessary. The on-call manager will notify the Kitchen Manager who will follow up with the tenant and other parties as outlined in the CTI Incident Reporting Policies and Procedures.

XX. Facility Failure

In an event of equipment failure or other facility problems, the tenant must complete and submit to the Kitchen Manager a Facility Incident Report (available in The Kitchen) within 24 hours of the occurrence. Once a report is filed, there will be an investigation to determine the cause of the incident. If the tenant is found responsible due to misuse, they will be fined based on the severity and costs associated with the incident. If the tenant is not found responsible there will be no cost to them.

It is the responsibility of CTI to address and repair or replace reported equipment failures. Under no circumstance is the tenant to repair any onsite equipment. If CTI fails to repair or replace equipment within 30 business days, tenant will be refunded 50% of their monthly bill for the period of time in which the equipment is inoperative. Any refunds will be credited to the tenant's following month's invoice.

XXI. Policy Changes

CTI reserves the right, at its sole discretion, to modify or replace any of the policies and procedures, or change, suspend or discontinue an offering at any time. CTI will provide the tenant with an updated copy of the Policies and Procedures and communicate any changes in a timely manner.

XXII. Tenant Dismissal

Upon breach of any of the Policies and Procedures, CTI reserves the right to terminate the tenant's contract as outlined in this document.

Acknowledgement of Policies and Procedures Receipt

I, _____, confirm that I have received a copy of CTI's Shared-Use Commercial Kitchen Policies and Procedures and that my questions regarding any of the policies and procedures outlined in this document have been addressed. I understand my responsibilities as a tenant of CTI's Shared-Use Commercial Kitchen.

Signature

Date

To be kept in tenant's file.