POLICY GUIDEBOOK

This guidebook is meant to provide the clients of Elixir Kitchen Space (the "facility") with the policies and procedures of which they are expected to adhere. Clients are responsible for following these policies and procedures, as set forth in the Operating Agreement.

New versions of the guidebook may be created as needed, and clients will be notified and given a copy within a timely manner. Clients will be required to sign an acknowledgement of receipt and review of any updates to the Policy Guidebook prior to use of the facility.

REQUIREMENTS FOR KITCHEN USE

Before a client can use the facility, all of the following documents must be on file with Elixir Kitchen Space and the security deposit must be paid.

- 1. The client must have at least one employee with a valid Food Managers Certification from the City of Fort Worth, http://www.dshs.state.tx.us/foodestablishments/CFM.shtm.
- All employees of the client that are present during food preparation must have either a Food Managers Certificate or a Food Handlers card from the City of Fort Worth, <u>http://www.fortworthgov.org/health/?id=26054</u> or <u>http://www.dshs.state.tx.us/foodestablishments/handler.shtm</u>.
- 3. Proof of a current general liability insurance policy of at least \$1,000,000, with Elixir Enterprises LLC listed as an additional insured. Use of the facility will not be allowed following expiration of the policy.
- 4. Signed copy of the most recent version of the Operating Agreement.
- 5. Signed copy of the most recent version of the Policy Guidebook.
- 6. Payment of a \$100 refundable security deposit.

Note: If using the space for personal use only (i.e., not manufacturing or producing food for sale), requirements 1-3 may be waived at the discretion of Elixir Kitchen Space.

FOOD PERMITS

If the client wishes to produce food for sale to the public, they will need a food permit. This is not a requirement for using the kitchen; it is required by the jurisdiction where you will be selling the food. It shall be the responsibility of the client to verify that any food sold to the public is done so in compliance with any applicable local, state, and/or federal laws. The following is a short list of health departments where more information can be obtained.

- Fort Worth: <u>http://www.fortworthgov.org/health/</u>
- Manufacturing: <u>http://www.dshs.state.tx.us/foods/foodmangen.shtm</u>

FDA REGISTRATION

The FDA requires that all domestic and foreign facilities that manufacture, process, pack, or hold food for human or animal consumption in the U.S. must register with FDA effective December 12, 2003.

This can be done online at <u>http://www.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm</u>. It is the client's responsibility to register and keep this registration current. A copy must be provided to Elixir within 30 days of signing the Operating Agreement.

RESERVATIONS

Reservations will be made through the website at www.elixirkitchenspace.com. Once the above requirements have been met, clients will receive a username and password to log in to the Client Login portion of the site. From here, clients can view the kitchens' availability, create a reservation, cancel a reservation, and view upcoming reservations. Clients can make reservations up to 3 months in advance. If there is a need to make a reservation greater than 3 months in advance, contact us by phone at 817-658-9119.

CANCELLATION POLICY

Any time that is reserved is unavailable to other clients, so in order to be sure that the kitchens do not go unused, we have the following cancelation policy:

- Up to 10 days before the reservation, the client may cancel with a full refund.
- 3 9 days before the reservation, the client will receive a 50% refund.
- 2 days or less before the reservation, the client will receive no refund.

If by canceling hours the total time booked drops below the discounted rate level applied at checkout, any remaining hours will be charged at their new price point. For example, the client books 10 hours at the price point of \$22 per hour for a total of \$220. The client cancels 6 hours more than 10 days before the reservation, leaving 4 hours reserved. The client will receive a refund of \$120 (\$220 - \$100 for the remaining four hours at \$25 per hour).

If a reservation is cancelled, any eligible refund amount will be returned to the client within 90 days at the discretion of Elixir Kitchen Space.

SECURITY DEPOSIT

Before clients can use the facility, a security deposit of \$100 must be in place with Elixir. This deposit is refundable providing the following conditions are met to the satisfaction of Elixir Kitchen Space:

- Payment is made in full as explained under the Payments section; and
- The kitchen is left clean and all equipment remains in working condition.

PAYMENTS

All kitchen rentals are pre-paid unless a separate monthly usage contract is in effect. When the client reserves the kitchen, they are required to pay before the reservation is confirmed. Rates will be based on the rates posted on the website, <u>www.elixirkitchenspace.com</u>, at the time the reservation is made.

Any overages (additional time that was not previously reserved) will be billed on Mondays for the previous week, from 12 AM Sunday to 11:59PM Saturday. Clients will receive the invoice via email, and will have the option to either (1) pay online using a credit card or (2) pay in person or by mail with cash or check. Storage space will be billed on the 1st of each month and due within 7 days. For all invoices, after 7 days, a \$25 late charge will be added to the amount due. After 14 days, an additional \$25 late fee is added to the amount due, the total amount due will be deducted from the security deposit on file, and all future reservations of the kitchen will be canceled until the account is made current and the \$100 security deposit is restored. Elixir Kitchen Space reserves the right to charge the client any and all fees associated with collecting late payments. If using a check, Elixir reserves the right to charge the client for any fees and charges levied for insufficient funds.

MINIMUM USAGE REQUIREMENT

Effective January 1, 2016, all clients must have a minimum of \$150 worth of billings (usage time and/or storage fees) each quarter (ending on March 31, June 30, September 30, and December 31) to maintain their contract and permits. If you have not reached this minimum amount by the end of each quarter, you will be billed for the difference between your actual usage and the stated minimum. Should you terminate your contract with Elixir Kitchen Space, you will be billed for the difference between your actual the prorated minimum (based on the date of Elixir Kitchen Spaces' receipt of your written termination notice).

OTHER FEES

It may become necessary to charge additional fees to the client's invoice. These fees can include (but are not limited to) the following:

- Increased time based on actual usage (see Overages section for details)
- Storage Rental
- Cleaning Fees
- Repairs/replacement of equipment
- Access Card Replacement or Additional Access Card Request
- Non-return of Access Card when terminating agreement

These fees will be added to the client's normal invoice, and follow the same due date and late fees as described in the Payments section.

OVERAGES

The kitchens are booked by the hour, and it is important that clients finish on time as it may affect other clients' reservations. We encourage all of our clients to reserve enough time to complete their projects as well as cleaning responsibilities during their scheduled time.

If a client needs extra time and no one has reserved the time after them, they can continue using the kitchen and will be billed in 30 minute increments for the extra time.

If the kitchen is reserved in the next time slot, the client will have to leave at their scheduled time. If they do not leave at their scheduled time, and the next client cannot start using the kitchen on time, the previous client will be billed double the normal rate for the time they use, in 30 minute increments.

ACCESSING THE KITCHENS

Once a client meets the Requirements for Kitchen Use, they will be issued a security access card that gives them access to the facility. This card is tied to the client, and will be used in tracking their time in the kitchen. By receiving this card, clients agree to keep the card in their possession, and not to give it to anyone else to access the facility. If the client loses the card, they must call 817-658-9119 immediately to deactivate the card, and will be charged \$10 for a replacement card. Additional cards may be requested for \$10 each.

KITCHEN USAGE

While using the kitchen, the client is responsible for complying with applicable health codes and maintaining a safe environment. The Health Department must be allowed to enter at any time. Clients shall notify Elixir Kitchen Space of Heath Department visits. If any fines are a direct result of the client or the client's employees, those fines will be charged on the client's next invoice. Continued violations may result in the suspension of the right to use the facility. The following are some basic requirements for using the kitchen:

- Aprons or chefs jackets must be worn while using the kitchen
- No open toed shoes or sandals in the kitchen
- Hair must be covered or tied back
- No breakable containers in the kitchen (ie glass, ceramic)
- No eating in the kitchen (drinks with a lid can be kept on the lower shelves)
- All equipment brought into the kitchen must be NSF certified or have a commercial rating

Visitors to Elixir Kitchen Space (e.g. potential future clients) may enter at any time. Therefore, clients must follow all applicable health codes at all times while using the facility. Failure to abide by applicable codes may result in a suspension of the right to use the facility.

ADDITIONAL CLEANING

If the kitchen is not cleaned to the specifications below following the client's time in the kitchen, a cleaning fee of \$50 per hour will be charged to the client's invoice. The fee will be based on the actual time spent cleaning. If the client leaves the kitchen unclean more than once, the client's future reservations will be canceled and the client will not be allowed to rebook until cleared by Elixir Kitchen Space.

DISHWASHING

Dishes must be washed, rinsed, and sanitized in the triple sink. All scraps, grease, and loose material must be scraped into the trash before being washed. Doing so will make washing easier, and will keep the wash water clean. If the water becomes too cold or dirty, the client must empty, clean, and refill the sinks. The client must use the proper amount of dish detergent and sanitizer in each compartment. All dishes must be air dried and returned to their proper location at the end of the client's reserved time. Do not stack cutting boards or sheet pans to dry; put them in the speed racks or cutting board holders.

FLOOR CLEANING

All areas used must be swept and mopped, including the sink areas. The broom and floor cleaner are kept in the wash room and the mop and mop bucket are in the bathroom. Fill and empty the mop bucket using the mop sink in the bathroom. Be sure to clean under tables and behind equipment.

EQUIPMENT CLEANING

All equipment used must be washed and sanitized at the end of the client's reserved time. Use a clean towel and the appropriate cleaner to clean the equipment, and then use the sanitizer to wipe down the equipment. Any equipment that can be broken down in to smaller pieces or is small enough to fit in the triple sink (can openers, mixers) should be washed, rinsed, and sanitized in the triple sink.

If the range is very soiled, remove the grates and wash them in the triple sink. After they are dry, coat them with cooking spray before replacing on the range. The crumb trays and grease trays should be emptied and washed, and if the griddle is soiled, scrape with the griddle scraper. Be sure to coat the griddle with a thin layer of oil after cleaning.

After cleaning, the client is responsible for making sure all the pilot lights on the equipment in their kitchen remain lit.

TRASH

At the end of the client's reserved time, all trash cans in the kitchen area must be emptied. The dumpster is located behind the building. If the trash can is dirty, it must be cleaned before replacing the trash bag.

KITCHEN CLEANING LOG

After cleaning the kitchen, each client must sign the Cleaning Log for the kitchen rented. The FDA requires the kitchen to keep cleaning logs for inspection purposes. Failure to clean and/or sign the log may result in suspension of kitchen usage.

STORAGE

Both dry storage and cold storage are available for use, free of charge, during the times the client reserves the kitchen. Long term dry and cold storage are available for the client's rental on a monthly basis. Rental fees are:

- Dry Storage, 4'x18" \$20 per month or one rack (six shelves) \$100 per month
- Refrigerator Storage, 3'x18" \$25 per month
- Freezer Storage, 2'x18" \$25 per month
- Floor Space \$5 per month per square ft

The following requirements will be enforced on all storage:

- Organize and clean your space regularly
- Do not store anything on shelves labeled reserved
- All products not stored in their original containers must be clearly labeled with the client's name, contents, and the current date anything that is not labeled may be thrown away
- Elixir is not responsible for any items left in the kitchen or storage
- All items must be stored 6" or more off the floor
- Do not store anything in Elixir Kitchen Space equipment (i.e. inside bowls, pans, pots, etc)
- All meat and potentially hazardous products must be stored on the bottom of the refrigerators and freezers. The bottom shelf will be made available to all clients.
- Anything that is not properly stored may be discarded by Elixir Kitchen Space staff

If anyone is found removing an item from another client's storage, you will be charged the full price of the item plus a \$25 restocking fee.

PARKING

Parking is available in the marked spaces around the building. No parking is permitted behind the building. Elixir is not responsible for any damage, theft, tickets, towing, etc. to personal vehicles that occurs on the property. The property is equipped with security cameras operated by the property manager.

SHARED EQUIPMENT

Equipment that is in the kitchen reserved by the client is available for use during their reserved time. If there is equipment in the other kitchen that the client would like to use, the client must be sure another client is not and/or will not be using it prior to its use

Any other equipment that is not provided by Elixir Kitchen Space, such as parchment paper, plastic wrap, other disposable items, or specialty equipment must be supplied by the client.

PHONE USAGE

The phone provided is for emergency use only. Any excessive use of the phone will result in the calls being charged to the client's invoice.

INTERNET USAGE

Any client wishing to access the internet during their reserved time can contact Elixir Kitchen Space staff for access to the wireless network. The client must provide their own equipment, no computer is provided.

AIR CONDITIONING AND HEAT

There are two control units for the AC/Heat – adjust both of them to the same temperature as they each control half of the building. Be sure the system on the bottom right of the screen is appropriate, Cool for Air Conditioning and Heat for heat. If it does not, press the right button until the correct system appears. DO NOT TURN THE SYSTEM OFF! Doing so could freeze or melt food items left in dry storage.

Adjust the temperature using the arrow buttons. DO NOT USE THE RED HOLD BUTTON! The temperature will stay at the level you set until the next scheduled time. If it resets while you are there, simply adjust the temperature again.

REMEMBER – The vent hood is much more efficient at moving air than the AC/Heating system. If it is nice outside, use the vent hood. If it is nicer inside than out, using the vent hood will bring the outside air in, so use it sparingly.