



Open Kitchen, LLC

Chef's Timeshare Kitchens Policy Handbook

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Welcome

Welcome to Open Kitchen. Whether you've just launched a food business or have an established one, we are excited to have you as a client in our Chef's Timeshare Kitchens and look forward to supporting your culinary business.

I. Introduction

This Handbook is intended to provide Open Kitchen, LLC ("Open Kitchen") policies and information to our culinary business clients using Open Kitchen's Chef's Timeshare Kitchens. Clients are responsible for all content, and expected to strictly adhere to the rules and policies within.

Changes to our Policies

Open Kitchen will release amendments and new versions of this Handbook as the need arises. A current version of the Handbook will be maintained at http://openkitchen-dcmetro.com/wp-content/uploads/2011/01/CTK_Policyhandbook_Effective-2-1-11_Final.pdf. Although Open Kitchen will transmit an email to clients with notice that changes have been made, you are nonetheless responsible for making sure you always have the current version of Open Kitchen's Handbook, that you are thoroughly familiar with it, and that you comply with all of the Handbook's requirements.

II. Requirements for Kitchen Use

A. General Requirements

Before reserving kitchen time to use Open Kitchen's facility, you must successfully complete the application process applicable to the specific uses and activities you propose to perform during the time you are reserving. If your proposed use or activity is in any way different from what you described in your prior Application(s), you must contact Linda Skiles, Open Kitchen's Operations Manager at CTK@openkitchen-dcmetro.com to determine whether a new application will be required.

For example, each product that will be produced/manufactured at Open Kitchen must be the subject of a separate application. We also require a separate application for each Food Business Category that will be operated out of our facility. If Open Kitchen determined that a new application is required, you may continue to use Open Kitchen's facility in a manner consistent with your prior application(s). However, as to your proposed new use or activity, you must submit a new Application and strictly comply with Open Kitchen's then applicable "Getting Started" requirements.

A current version of the Open Kitchen's "Getting Started" will be maintained on our website at <http://openkitchen-dcmetro.com/chefstimesharekitchens/getting-started/>, and is incorporated into this Policy Handbook by reference. A current version of the Open Kitchen's "Chef's Timeshare Kitchens Application" will be maintained at http://openkitchen-dcmetro.com/wp-content/uploads/2011/01/CTK_Application_Form_Effective-2-1-11_Final.pdf and is also incorporated into this Policy Handbook by reference. Please note that because different products and activities may have different liability potentials and/or other risks or issues, Open

Kitchen reserves the right to add additional product or activity specific requirements to its “Getting Started” requirements as a condition of its approval of your application.

B. Conduct and Appearance:

Open Kitchen requires its clients to conduct themselves in a professional, courteous, quiet manner during all purchased kitchen time. The following are basic guidelines.

- Aprons or chef jackets must be worn by anyone using the kitchen.
- No sandals or open-toed shoes are to be worn by anyone using the kitchen, even when picking up or dropping off.
- Head must be covered with a hat/bandanna/hairnet.
- Any other attire that will enhance your safety while in the kitchen.
- No music playing.
- No smoking
- No consumption of alcoholic beverages.
- No behavior that creates a disturbance.
- No profanity.
- No unauthorized individuals may be present.
- Equipment may not be relocated without prior authorization.
- Smallwares may not be used without prior authorization.
- No ingredients may be used other than your own.
- No behavior that impairs use of the facility by Open Kitchen or its other clients.

III. Probationary Period and Clients in Good Standing

Clients must be in “Good Standing” as a condition precedent to their use of Open Kitchen’s Facilities based on their compliance with (i) all policies and procedures set forth in this Handbook, (ii) compliance with all applicable regulations and regulatory authorities to include, but not limited, to VDACS and Fairfax County Health Department; (iii) operating without any enforcement actions resulting from food inspections conducted by regulatory authorities to include but not limited to VDACS and Fairfax County Health Department; (iv) operating in accordance with the requirements of the Operating Agreement and the Incorporated Documents, including this Policy Handbook; (v) Payment of all sums owed to Open Kitchen when due. In addition, each new client is subject to a ninety (90) calendar day probationary period (“Probationary Period”) from the commencement date of the Operating Agreement. During this Probationary Period, Open Kitchen Management will evaluate new clients for the following:

1. Track record of meeting all policies and procedures set forth in this Handbook.
2. Track record of complying with all applicable regulations and regulatory authorities to include, but not limited, to VDACS and Fairfax County Health Department.
3. Operating without any enforcement actions resulting from food inspections conducted by regulatory authorities to include but not limited to VDACS and Fairfax County Health Department.
4. Operating in accordance with the requirements of the Operating Agreement and the Incorporated Documents, including this Policy Handbook.
5. Payment of all sums owed to Open Kitchen when due.
6. Professional behavior while operating at Open Kitchen facilities.

Upon successful completion of the Probationary Period, clients who have consistently maintained their “Good Standing” status will be afforded the opportunity to continue to use the Open Kitchen Facilities as set forth herein. Clients after the Probationary period will still be expected to be in Good Standing as to the foregoing to use Open Kitchen’s Facilities.

In the event a client is deemed not in good standing, the client may be prohibited from operating at the Facility or subjected to additional conditions and requirements as a condition of use. Open Kitchen, LLC may notify the health department that a client is no longer using the kitchen if 90 days pass without kitchen usage. We will notify the client prior to notifying the health department of the Client’s pending termination. Open Kitchen will attempt to provide the client with at least 7 calendar days to reserve and use Open Kitchen’s Facility or to otherwise respond prior to the expiration of this 90 day period.

IV. Security Deposit

A. Basic Deposit Fee

Each client will be required to provide Open Kitchen a Basic Deposit Fee of \$1,000 prior to making a reservation for kitchen use. This Basic Deposit Fee shall be maintained by Open Kitchen throughout the duration of the Operating Agreement between the client and Open Kitchen, bear no interest and may be co-mingled with Open Kitchen’s other funds. The Basic Deposit Fee subject to the provisions of the Operating Agreement is completely refundable within ten (10) business days following the termination of such Agreement provided that Open Kitchen does not have to make any claims for damages to our facility, or there are unresolved charges for cleaning or other nonpayment.

V. Operating Schedule

With the exception of certain federal holidays, other observances, and closings at the discretion of Open Kitchen Management due to weather, facility emergencies, and private business activities, Open Kitchen will maintain the following standard hours of operation for its Chef’s Timeshare Kitchens:

- Wednesday thru Saturday 11:00am – 10:00pm

Exception to the above standard hours of operations may be granted by Open Kitchen on a case-by-case basis. Please note, however, that an employee of Open Kitchen must be present during any extended hours and that any additional labor costs Open Kitchen may incur will be an additional charge to our clients.

VI. Reserving and Purchasing Kitchen Time

Our facility has 2 Chef’s Timeshare Kitchens – The Tuscany and The Santa Fe. Each of these kitchens is commercially equipped, permitted by the Fairfax County Health Department (FCHD) and inspected by the Virginia Department of Agriculture and Consumer Services (VDACS). The current description and listing of equipment within each of these kitchens are available online at (<http://openkitchen-dcmetro.com/devel/chefstimesharekitchens/kitchens/>) and may be subject to change without prior notice.

The following Kitchen reservation requirements will apply.

- A minimum of three consecutive hours per reservation
- Over three hours, reservations must be scheduled in one-hour increments.
- Prep time and cleanup time should be taken into consideration when reserving and purchasing your time.

Clients will be able to reserve and purchase kitchen time, up to a maximum of three months in advance. For example, during January, time can be reserved for January, February and March. When making reservations, clients should complete the online CTK Reservation Request Form or contact Linda Skiles, Open Kitchen's Operations Manager via email with specific time and date requested. Open Kitchen will not be held responsible for any reservations which are not made correctly.

To reserve kitchen time:

1. Submit the following information on the online CTK Reservation Request Form or via e-mail to Linda Skiles, Operation Manager at CTK@openkitchen-dcmetro.com
 - a. Specify which kitchen is being reserved
 - b. Date(s)
 - c. Times
 - d. A list of those employees and independent contractors of the Client that the Client wishes to designate as its "Authorized Users" to use the designated kitchen facility during the Client's reserved time.
 - e. Whether or not you need any equipment prepped
 - f. If you are expecting any deliveries and the # of deliveries expected
 - g. If you do not request and receive Open Kitchen's approval to use Open Kitchen's ingredients at the time of your reservation, the use of ingredients other than your own is prohibited,

Open Kitchen will normally respond to all reservation requests within one business day. After a reservation has been received, reviewed and approved by Open Kitchen, the client will receive an email confirming the reservation of the date(s) and times. Once kitchen hours are paid in full, Clients will receive an e-mail confirming their reserved and purchased time, including the list of Authorized Users provided by the client at the time of requesting a reservation and any of Open Kitchen's ingredients the Client may be authorized to use. .

VII. Policies Regarding Payments, Cancellation/Reimbursement, Rescheduling/Transferring/Using and Sharing Kitchen Time

A. Payments

Payments must be made with a valid credit card at the time reservation for kitchen time is confirmed. Clients are also required to have an active credit card on file with Open Kitchen for additional hours or incidental charges that are accrued by the Client related to their kitchen use. Reconciliation of actual hours used and incidentals will be completed at the end of each week or upon conclusion of the client's one-time use. At that time, all additional fees incurred by the client will be charged within to the client's active credit card on file. An itemized list of such fees will be provided to the client via email at the same time.

B. Other Fees

On occasion, it may be necessary to charge fees in addition to the money paid to use the kitchen. For example

- Charges for extra, unscheduled time and Overtime charges
- Cleaning fees (requested or otherwise)
- Approved ingredients, supplies, etc. used by the client from the Open Kitchen, LLC inventory.
- Other charges as established in the Operating Agreement, this Policy Handbook and the other Incorporated Documents.

In these situations, Open Kitchen, LLC will automatically charge the client's active credit card on file. Open Kitchen will provide an itemized list of additional costs.

C. Cancellation/Reimbursement

Once kitchen hours have been reserved and confirmed, they become unavailable to other clients. Because of this Open Kitchen maintains a cancellation policy to ensure kitchen time does not go unused. We encourage our clients to carefully consider how much time is needed prior to purchasing kitchen hours, and to use any over-purchased hours for preparation, organization, research and development, etc. Open Kitchen will not reimburse or credit clients for any unused purchased kitchen hours unless they meet the cancellation policy described below.

The following is our cancellation policy for purchased kitchen hours:

- Purchased kitchen hours can be canceled with a full refund up to 30 calendar days prior to the reserved/confirmed time.
- Purchased kitchen hours can be cancelled with a 50% refund up to 14 calendar days prior to the reserved/confirmed time.
- Cancellations made less than 14 calendar days prior to the reserved/confirmed time will receive no refund.

To cancel purchased kitchen hours, clients should send an email CTK@openkitchen-dcmetro.com. Open Kitchen will refund accordingly to the Client's active credit card as applicable.

*NOTE: Open Kitchen will provide a 30-day grace period to all new clients allowing them the opportunity to realize their time needs.

D. Rescheduling/Transferring Purchased Hours

Once kitchen reservations are confirmed and purchased, they cannot be transferred to another entity or otherwise exchanged for another date/time. Unused purchased kitchen hours cannot be carried forward.

E. Using and Sharing Kitchen Time

Our two Chef's Timeshare Kitchens – The Tuscan and The Santa Fe – are to be used "AS IS". Due to the licensing requirements and potential liability issues, kitchen hours may not be shared between clients or sub-licensed to other clients.

VIII. Using Confirmed and Purchased Kitchen Time

A. Entering the Facility

All clients, their "Authorized Users", and pre-approved deliveries must enter the facility through the back entrance only. **The Bistro area is strictly off limits.** The Client and "Authorized Users" may only access the designated kitchen that the Client has reserved and the dishwashing area. Access to any food storage areas (including refrigerators) outside your designated kitchen is prohibited unless you have arranged and received approval to purchase ingredients located in that storage area at the time of your reservation. Access to the shared restrooms in the Bistro area is a privilege and should be treated as such. "Authorized Users" may also eat at the Bistro. When entering these Bistro areas, Clients and their "Authorized Users" must display respect and concern for the customers and staff of the Bistro. Absent the prior approval of Open Kitchen, access by anyone other than the Client and "Authorized Users" to the Facility or access by anyone to any areas of the Facility other than those permitted areas stipulated above is prohibited.

B. Check-in and Check-out Procedures

Check-In: Clients should arrive at least five minutes prior to their purchased kitchen time to go through the Check-In process with an onsite Open Kitchen Supervisor/Manager. (See Check-In-Check-Out Checklist – Appendix C.) Upon completion of the walkthrough and affirmation that they are in receipt of a clean and functional kitchen, Client can proceed with utilization of their purchased time in the kitchen.

Check-Out: Clients will check-out with an onsite Open Kitchen Supervisor/Manager at the end of their purchased kitchen session. Clients are expected to finish their work activities and clean up the kitchen per Open Kitchen's Cleaning Procedure and Cleaning Checklist, within their confirmed and paid kitchen time. This will be affirmed during the check-out process. If you feel you will not meet this requirement and need assistance, please speak to Open Kitchen's on-site Supervisor/Manager prior to the end of your session. They will assign a Kitchen Assistant to help. Charges for the Kitchen Assistant's time, in accordance with the rate listed on the Pricing Menu at the time, will be charged in fifteen-minute increments to the clients active credit card on file. Failure to finish on time will result in overtime charges, cleaning and other applicable fees. Additionally, suspension of privileges and/or termination of this Agreement may occur at Open Kitchen's discretion.

C. Pick-up / Drop-off

Clients are expected to complete all pick-ups and drop-offs solely through the back door of the Open Kitchen facility. Clients' vehicles and those of their "Authorized Users" or vendors are not allowed to be parked for more than 15 minutes during pick-ups and drop-offs on the loading dock that parallels the back door of the Open Kitchen facility.

Due to limited space, Open Kitchen must assure that we maintain an effective logistical flow of activities within our facility at all times. Therefore, we require that Clients drop off and/or pick up their products, ingredients, or equipment within their purchased kitchen time.

Clients should plan ahead and consider the extra time they may need for pick-up/drop-off activities and purchase in advance extra time if they project needing more time.

D. Overtime

EVERY EFFORT SHOULD BE MADE ON THE PART OF THE CLIENT TO AVOID OVERTIME FOR ANY REASON.

Any use of Open Kitchen's kitchen, dishwashing, or other facilities by a Client in excess of the Client's purchased time will be treated as Overtime regardless of its purpose. In addition to pick-up and drop-off activities, clients are expected to use their confirmed and paid kitchen time for all work activities, including preparation and organization. To avoid being charged Open Kitchen's overtime charges and fees and potentially infringe on Open Kitchen's business activities and/or the confirmed and paid time kitchen time of other Open Kitchen clients, you are expected to plan ahead and factor in these needs at the time of your reservation. However, we understand that on occasion, extra time will be needed and if there are open time slots available, Open Kitchen will be happy to accommodate such needs. Please alert the onsite Open Kitchen Supervisor/Manager regarding such needs as soon as they become apparent. Open Kitchen's Administrative Fee and the extra kitchen time you use will automatically be charged to your active credit card on file as follows:

- A fixed overtime Administrative Fee of \$100.00 will be charged automatically for each overtime occurrence.
- Plus \$110 per hour of overtime used (billed in quarter hour increments)
- Plus any credit Open Kitchen must refund to the next Client scheduled to use the kitchen facility.

If Client believes it may not be able to finish and to properly clean its designated kitchen facility within the Client's reserved and paid time, Open Kitchen will try to help and, at the Client's request, will assign a Kitchen Assistant to the Client, as available. Kitchen Assistant fees will be charged at a rate listed on the Pricing Menu. Fees for Kitchen Assistant will be charged to the Clients active credit card on file.

Because any overtime can be extremely disruptive to Open Kitchen's schedule and the rights of Open Kitchen's other clients, extraordinary efforts by the Client are expected to avoid, and if unavoidable, to mitigate any Overtime occurrences. In any event, Open Kitchen reserves the rights to terminate your Operating Agreement for even one Overtime occurrence. However, your level of effort to avoid the occurrence or mitigate the disruption will be considered by Open Kitchen in making its determination.

E. Sanitation Requirements and Cleaning Policies

General Guidelines

Due to the laws and requirements surrounding the storage of chemicals, Open Kitchen will provide all chemicals Open Kitchen deems necessary for proper sanitation and cleaning of the dishes, equipment and kitchens. Clients are prohibited from bringing in any/all of their own cleaning supplies.

Clients using Open Kitchen facilities are expected to follow all proper sanitation requirements as well as follow all procedures outlined in Open Kitchen's Kitchen Cleaning Procedures as posted in each of the designated kitchens to keep the kitchen in a clean and professional state. Clients are also expected to properly clean and sanitize their designated kitchen facility and any other areas of the Facility the Client may have used and to cause these areas within the Facility to be inspected and to be ready for the next client's use before the end of the Client's reserved and paid time period. **TIME IS OF THE ESSENCE IN THIS REGARD.**

It must be understood that, our kitchen may be busy at times, and it is important that the kitchen remain professional and clean for visitors, whether it's the health department, other (potential) clients, customers, service people, etc.

At the end of your shift, please complete the Open Kitchen Cleaning Checklist and submit to the Open Kitchen on-site Supervisor/Manager for acceptance and documentation on the Check-Out Checklist.

Additional Cleaning

If the client is, in Open Kitchen's reasonable determination, found in default at check-out or, for Expanded Use Clients, during the following business day, Open Kitchen reserves the right (i) to require the Client to complete the cleaning in strict accordance with the Cleaning Checklist, (without regard to whether overtime charges would as a result be incurred), (ii) to assign one or more Kitchen Assistants to help the Client complete the cleaning and impose a fee for this service and (iii) to impose a cleaning fee, which will be separate from the Kitchen Assistant Fee(s). (All fees will be as stipulated in the then applicable Pricing Menu.) It is understood and agreed that Overtime Charges may also be charged and that all applicable charges and fees will be charged automatically to the client's active credit card on file.

If the client fails to clean the space in accordance with the guidelines on more than one (1) occasion, Open Kitchen reserves the right to suspend the Client's access to use the Facility until Open Kitchen feels confident the client will fulfill the required cleaning duties for future reservations or the Operating Agreement may be terminated. Any reservations made by the client during the suspension or after termination will be cancelled and will be subject to Open Kitchen's cancellation policy.

Dish Washing Bay

Any Dishwashing activities completed at the Open Kitchen facility must be done in the Dish Washing Bay. Dishwashing is restricted to dishes accumulated during clients purchased kitchen time. Proper dish washing and sanitizing is important for both public health and cost containment. Due to the dishwashing bay being shared with the Bistro and other users, clients

are expected to scrape and pre-rinse their dishes in the 3 compartment sink, place dishes in the designated racks provided and place in line for Open Kitchen's staff to put through the dishwasher. Items needing to be washed by hand will be the responsibility of the client.

Additional dishwashing items

Breakable items: Open Kitchen retains the right to refuse, at its discretion, for any fragile item they feel will not make it through the dishwashing process successfully. Open Kitchen is not liable for any breakage.

Heavily soiled: Scrape (into trash) and pre-rinse all heavily soiled dishes, including large food scraps, greasy/buttery equipment, animal products, etc., in the three-compartment sink provided.

Grease: Grease should be dumped in the grease bucket.

Prep Sinks

Prep Sinks are strictly for Food Prep functions. There is to be ZERO detergent or any clean chemicals in the prep sinks. Absolutely NO dishwashing functions should be done in the prep sinks.

Trash/Recycling

Recycling is mandated in Fairfax County therefore, Open Kitchen will provide recycling bins throughout the facility for your use. As part of the cleaning duties, Client is responsible to take out the Client's own trash/recycling and dispose in the appropriate dumpsters/bins outside.

F. Storage

Dry Storage, Cooler and Freezer Storage

At this time, storage space is limited. Please check availability with the Open Kitchen onsite Supervisor/Manager at the time of your reservation. If space is available and approved for your use, it will be charged according to the current Pricing Menu. Clients must follow the storage guidelines which will be provided at that time. If you are granted approval to access any storage areas at the time your reservation is confirmed, your access must be for the sole purpose of storing and retrieving your ingredients. You must at all times respect the property of Open Kitchen and others.

G. Kitchen Assistants

As an added service, Open Kitchen may provide one or more Kitchen Assistants, as available, at the hourly rate stipulated in the then applicable Pricing Menu to assist with slicing, dicing, prepping, cleaning, etc. Arrangement for a Kitchen Assistant should be made in advance by completing a Kitchen Assistant Form and faxing to 888-433-0819 or by notifying the Open Kitchen on-site supervisor/manager with at least forty-eight (48) hours prior notice. Additionally, one or more Kitchen Assistants may also be provided on an emergency basis at the Client's request with less than three (3) hours prior notice or may be assigned by Open

Kitchen to assist the Client when Open Kitchen has any reason to believe an overtime occurrence is possible. In either event, the Client will be responsible for the Kitchen Assistant fee(s) and surcharge stipulated in Open Kitchen's then applicable Pricing Menu

H. Ordering and Delivery

Our clients are welcome to establish their own accounts with vendors and place orders for delivery to Open Kitchen directly during their purchased time. Independent orders must abide by the following policies:

- All orders must be made through your own account. Under no circumstance should any order be called in under the Open Kitchen, LLC account.
- At this time we cannot accept any deliveries for clients.

Exceptions will be considered in emergencies situations upon approval. Please contact us for details. In the event an approved delivery should occur other than during your purchased time, Open Kitchen reserves the right to refuse the delivery or, if the delivery is accepted, will impose a \$25.00 administrative fee and all applicable storage charges. Any and all deliveries will be at the Client's sole risk.

I. Using Shared Equipment

Specific equipment, as listed on Open Kitchen website, has been provided to Open Kitchen clients as part of the hourly rate. However, Open Kitchen will provide this equipment on an as available basis. Although Open Kitchen will take reasonable efforts to maintain its kitchens in accordance with the applicable equipment lists, it cannot assume a legal duty to do so. Equipment not listed should be provided by the client, including but not limited to: All smallwares, pots/pans, blenders, sheet pans, etc. Clients bringing their own equipment into the kitchen must certify that the equipment is approved by the National Sanitation Foundation(NSF). Open Kitchen reserves the right to access and use any and all equipment that is otherwise provided to clients during their reserved/confirmed time.

J. Open Kitchen Equipment, Products, and Ingredients

Equipment not provided to Client for use, including but not limited to smallwares such as measuring cups, pie pans, cutting board; kitchen products such as foil and saran wraps, garbage bags, and ingredients located within the reserved kitchen space are not available for use by Clients. Documented evidence of such usage will constitute a material breach of your agreements with Open Kitchen and may result in suspension of privileges and/or termination of your Operating Agreement.

K. Phone Usage

The telephone on premise is available for emergency calls only. Please do not ask to use the phone for business or personal phone calls. Free Wireless Access will be provided in the kitchens.

L. Green

Environmental Responsibility

Open Kitchen is working on becoming a certified Green Restaurant by both the Green Restaurant Association and Virginia Green. These certifications require that we meet certain standards in categories such as energy efficiency, waste reduction/recycling, sustainable food, and chemical/pollution prevention, just to name a few. We are also required to be Styrofoam free and conduct an annual environment employee education program. We ask that you assist us in our endeavor and “go green” with us.

M. Video Surveillance

Open Kitchen has reserved the right, but assumes no duty, to conduct video surveillance in selected areas in and around the Facility at any time.

N. Photos and Videos

On occasion Open Kitchen may be photographing activities on the premises of Open Kitchen for the purpose of inclusion in newsletters, brochures, web sites, flyers, and in any other publications produced by Open Kitchen. Client grants permission to Open Kitchen to use these photos and associated names for such publications. “Authorized Users” may be required to sign a photo release waiver.

O. Parking

Parking is available for our Clients, on a first come, first serve basis, in the WestMetro Plaza parking lot during rented kitchen time. Do not park in the front 5 spaces in front of the Bistro. We encourage you to park in the back, for easy access to the Chef’s Timeshare Kitchens. Parking beyond 15 minutes during pick-ups and drop-offs in or near the loading dock is strictly forbidden. Client should adhere to parking rules as posted. Open Kitchen is not responsible for any damage, theft, parking tickets, towing, etc.

IX. Acknowledgement

By signing this document, I acknowledge that I have read and fully understand the policies and procedures of Open Kitchen, LLC as outlined in this Policy Handbook. I further agree to abide by these policies and procedures.

CLIENT

Business Name: _____

Name: _____ Title: _____

Signed: _____ Date: _____

Appendix A – Steps to Getting Your Culinary Business Cookin’ at Open Kitchen (Open Kitchen’s “Getting Started” Requirements)

Appendix B – Pricing Menu

Appendix C – Check- in – Check-Out Checklist