

WNC Foodworks, LLC

User Services Contract

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|---|--|
| This person or organization joins this Agreement as User of the WNC Foodworks, LLC facility. | |
| Full Legal Name of Business | Legal Status of User (Check One): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____ |
| Name Authorized Representative | Title (e.g., Sole Proprietor, Partner, President, Manager) |
| Mailing Address | Email |
| Telephone | Fax |

Please check box if your information has changed since last contract period.

This User Services Agreement is between the User (identified above) and WNC Foodworks, LLC, a North Carolina Limited Liability Company (also referred to here as “WNCFW”), and is effective upon the date of execution shown below. User and WNCFW agree to the following terms:

1. **SERVICES.** WNCFW will provide User with nonexclusive access to and use of WNCFW's commercial food and natural products manufacturing facility (“Facility”), subject to the terms of this Agreement.
 - a. **Facility.** The Facility is a shared-use facility equipped with commercial food and natural products production and packaging equipment, dry and refrigerated storage, and other production equipment. WNCFW 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.
 - b. **Business Services.** WNCFW may also provide user with the following services: advice on business development, product development, and/or packaging and label design; assistance with complying with food safety regulations, finding business plan development resources, training in safety and sanitation and finding marketing support activities.
 - c. **User Prerequisites.** All Users of WNCFW will have completed the following and provided documentation to the Executive Director of WNCFW before User may enter and use the facility:
 - Completed applicable items on most current New User Checklist;
 - Completed application form and paid application fee and/or deposits;
 - Successfully completed the WNCFW Facility Orientation & Training Program; and others as deemed necessary (Acidified Foods Manufacturing for shelf stability; ServSafe or equivalent for ready-to-eat services);
 - Natural Products Manufacturers will have to complete an approved cGMP (CFR111) training;
 - Natural Products Manufacturers will have to present a list of all ingredients to be used in all proposed processes and products, with documentation of its safety for use on food contact surfaces;
 - Provide Proof of Product Liability Insurance, as detailed in Section 4.c, below.

- d. **Authorized Products.** User must submit notification in advance, and be specifically authorized by WNCFW prior to producing each food or natural product. This does not apply to caterers. If the product is an acidified food which requires a Scheduled Process, a copy of the Certificate of Attendance at an approved Better Process Control School must be on file at WNCFW, along with all letters of scheduled process, 2541(e)'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).
- e. **Scheduling of Use.** Because the Facility is a shared use facility, WNCFW 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 using the on-line scheduling system. WNCFW will make its best efforts to create a schedule for use of the Facility that accommodates all Users' reasonable requests.

2. **PAYMENT TERMS.** User will pay WNCFW 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:

- a. **Fee Schedule.** The fees for various uses of the Facility and/or equipment are set out in the Fee Schedule, attached to this Agreement as WNC Foodworks, LLC Fee Schedule. WNCFW may change this fee schedule at any time and will notify users as soon as possible in advance of changes.
- b. **Payment Terms – New User.** Each User may be required to pay for Facility use on a “pay-as-you-go” basis for the 1st three months of using the Facility. In these cases, WNCFW 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.*
- c. **Payment Terms – Good Payment History.** After 3 months of on-time payments, WNCFW will bill User for Facility and storage use at the end of each calendar month. Payment is due on net-30 terms unless otherwise specified. If User pays any bill late, WNCFW 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.
- d. **Late Payment.** User may be required to 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, WNCFW may in its discretion suspend User's rights to use the Facility under this Agreement until User's entire outstanding balance is paid in full.

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

- a. **Rental and Use Policies.** User acknowledges that User has received and read the *Schedule of Fees, Rental and Use Policies, which includes the WNCFW Standard Operating Procedures and/or the Standard Operating Procedures for Dietary Supplements Production, as appropriate*, copies of which are attached to this Agreement. WNCFW reserves the right to amend any or all of these Policies at any time upon written notice to User. If User violates these Policies, WNCFW may impose a fine upon User and upon repeated violation

BRVF may in 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.

- b. **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 WNCFW informed of any changes in User's legal identity, address or other contact information.
- c. **Security.** WNCFW is equipped with both open and individual/locked storage areas. User agrees that WNCFW assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility. Individual storage areas shall be equipped with locks and keys, and will be assigned upon availability to the User upon request. User agrees to provide a key to cage locks to WNCFW. If any additional locked storage is brought into the facility by the User, User shall supply a duplicate key to the General Manager.
- d. **Food, Ingredients, and Equipment Safety and Sanitation.** All Users and their employees are required to successfully complete the WNCFW Facility Orientation & Training before they may use the Facility. New employees must be trained by WNCFW 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 WNCFW staff and their employees. Use of specialized equipment (such as, but not limited to, the Simplex AS-1 and the Hobart VCM) requires special training and authorization from the General Manager. Each person using the facility must receive specific authorization before using the Facility and certain equipment.
- e. **Housekeeping Policies.** User policies include, but are not limited to, the following:
 - 1) Users will provide their own cleaning towels, cooking items, sheet pans, ingredients, utensils, small wares and other special items necessary to their specific production needs.
 - 2) No equipment or items owned by WNCFW shall ever leave the premises.
 - 3) Users will strictly follow the SOP's and Equipment Cleaning Guidelines provided by WNCFW before, during and after each use of the facility.
 - 4) **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 cleaning the facility as determined by WNCFW. Upon a second such failure, User shall pay a fine (set out in the *Rental and Use Policies*) and actual cleaning costs. Upon a third such failure, this Agreement may be terminated.**
- f. **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 disclosure of the User's security entrance code, if applicable. 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 that User from the Facility.
- g. **Signs and Advertising.** No signs or advertising matter shall be painted or attached in any way on the WNCFW premises.

4. **HEALTH AND SAFETY RESPONSIBILITIES.** To ensure the safety of all persons associated with the WNCFW facility, User shall also comply with the following:
- a. **Worker Safety.** User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the Facility. All User employees must have registered with the General Manager and provide contact information in case of emergencies before being authorized to work at WNCFW. No children under 16 are allowed in the Production Areas.
 - b. **Right of Inspection.** The staff of WNCFW retains the right to enter and inspect operations at any time during use. The Buncombe County Department of Environmental Health as well as the Food & Drug Administration and North Carolina Department of Agriculture Food and Drug Protection Division shall have the right to inspect without prior notice at any time deemed necessary by their organizations.
 - c. **Product Liability Insurance.** Each User will maintain a minimum coverage of \$2,000,000 of general business liability insurance, including product liability insurance, with WNC Foodworks, LLC named as “additional insured” on each policy. Users must provide proof of insurance to the WNCFW General Manager before User may enter and use the facility.
5. **LIMITATION OF LIABILITY.** User agrees that any and all claims involving WNCFW are strictly subject to the following limitations:
- a. **Business Services.** All Business Services provided by WNCFW and/or any officers, staff, or other agents of WNCFW are provided solely for the purpose of assisting User in the operation of its business. WNCFW make no representations, warranties or guarantees that the business services provided will result in the success of the Company. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services, and that the principal(s) or owner(s) alone are in control of the Company and its success or failure. User acknowledges and agrees that WNCFW and any officers, staff, trustees or other agents of WNCFW are not liable to the Company or its principal(s) or owners(s) for any damages resulting from the use of or reliance upon the business services provided by WNCFW.
 - b. **Liability.** WNC Foodworks, LLC 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 WNCFW premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless WNC Foodworks, LLC, 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 WNCFW premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the WNCFW premises.
6. **CONFIDENTIALITY.** User and WNCFW agree and acknowledge that the Facility is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party Users (“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 owned 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 have also have Confidential Information that applies to the conduct of their own business. User and

WNCFW acknowledge and agree that User's Confidential Information may be disclosed to WNCFW for the purpose of providing product authorization, training, or Business Services to User.

- a. WNCFW is required to report to its grantors and sponsors on the economic impact of the services it provides. Users agree to provide an estimated sales value (wholesale and/or retail) on all of the goods they produce each time they use the Facility. WNCFW will treat this as Confidential Information and will provide only aggregate statistics in its reports. WNCFW may also periodically survey Users for detailed information on company growth under similar terms.
- b. In the course of using the Facility, User shall make reasonable efforts to not give User's Confidential Information to Others or any third party. User shall also respect that Others using the Facility may be applying their Confidential Information and shall take care not to discover Other's Confidential Information. Any spying or deliberate intrusion into Others' Confidential Information is grounds for terminating this Agreement.
- c. In the course of dealing with WNCFW and its officers and employees under this Agreement, User shall take care to inform WNCFW whenever User is disclosing Confidential Information to WNCFW shall make all reasonable efforts to prevent disclosure of User's Confidential Information to any third party.
- d. Confidential Information *does not include* information that is already known to WNCFW, 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.

7. **TERMINATION.** This Agreement shall continue indefinitely unless terminated as provided in this Section. User's obligations pursuant to Section 6 (Confidentiality) of this Agreement and any financial obligation to WNCFW shall survive the termination of this Agreement.

- a. Annual Renewal. This Agreement shall renew on July 1 of each year. WNCFW 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.
- b. Voluntary Termination. This Agreement may be terminated at any time by either party upon thirty days (30) written notice to the other party.
- c. 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 the General Manager of WNCFW. If more than three (3) days pass without any corrective action taken by the User, WNCFW may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in Sections 3.a, 3.e 5), 3.f and 6.a of this Agreement.
- d. User Property. Upon termination, User shall remove all of User's property from the Facility. If User's property is not promptly removed, WNCFW may enter, take possession of and remove User's property. User shall be liable to WNCFW for a reasonable storage cost for any property removed in this way.

8. MISCELLANEOUS PROVISIONS.

- a. **Jurisdiction and Venue.** Any disputes regarding this Agreement shall be resolved in the courts of Buncombe County, North Carolina, and according to the laws of North Carolina.

- b. **Relationship of Parties.** This Agreement shall not be construed to form a partnership 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 WNCFW.
- c. **No Oral Modification.** This Agreement may only be modified in writing signed by the parties.

9. **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 start-up 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 WNCFW 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.

WNC Foodworks, LLC

By: _____
 Matthew Shimko
 General Manager

 Legal Name of User's Business

By: _____
 Signature of Business Owner/Authorized Representative

 Name Printed

 Title

WNC Foodworks, LLC Fee Schedule

Effective November 1, 2023

The fees listed below are intended to help guide you in your business planning. Fees may change.

1. Tour and Initial Consultation: FREE

Includes facility tour & overview of services offered, limited guidance on product development, regulatory issues and packaging.

2. Intake Fee: \$100

This fee covers the required safety and sanitation training provided by WNCFW as well as the one-on-one training necessary to use the facility and equipment safely.

3. User Fees: hourly rates are per hour per production area. There are two different intake tracks – Tiered Entry and Normal Entry. Those clients eligible for the Tiered Entry track include WNC Farmers Market stall operators, startups with limited income and/or income growth, limited resource individuals and low- to moderate-income individuals. Existing businesses that are cash-flowing and others will be eligible for Normal Entry.

Normal Entry: \$25/hour

Tiered Entry: hourly rates will gradually increase each quarter (or three-month period) after becoming a client; intake fee may be paid in installments over first 2 quarters:

| Quarter | Hourly Rate | Intake Fee |
|---------|-------------|------------|
| Q1 | \$15 | \$50 |
| Q2 | \$17.50 | \$50 |
| Q3 | \$20 | ---- |
| Q4 | \$25 | ---- |

There will be a **half-hour set-up time** (30 minutes) allowed, off the clock, so that users may bring all their needed equipment and supplies into the kitchen and get set up for efficient processing. Clean up time of 45 minutes off the clock is allowed at the end of each user's operation to ensure thorough cleaning and sanitation. In consideration of the fact that cleanup is free from a facility rent standpoint, WNCFW will have a **ZERO TOLERANCE POLICY** for messes left in the kitchens. Cleaning fees may be levied at the discretion of management.

Discount of 20% may be available for after hours when booking the food processing area from 10:00 pm-6:00 am (**after management approval only**).

Training & Education: WNC Foodworks can serve as a venue for local stakeholders, trainers and educators to hold various events. **\$50/4-hour block; \$15/hour each additional hour**

Includes space for up to 20 seated attendees, use of the range, conventional ovens and griddle. Use of additional Foodworks kitchens may be allowed with management approval and will be charged at the regular kitchen rental rate of \$25/hour. Events that serve alcohol may be required to obtain temporary event insurance.

WNC Foodworks, LLC Fee Schedule Effective November 1, 2023

4. Cancellation, No-Show and Cleaning Fees:

Cancellation fee: Clients using individual production areas should make *cancellations* 24 hours in advance or they may be assessed a cancellation fee equal to the number of reserved hours (minus established set up and breakdown times).

No-Show Fee: Clients who reserve production time and *fail to show up with no prior notification* may be charged at the normal hourly production rate for the time reserved.

Cleaning Fee: Clients who leave the production space(s) in an unacceptable condition may be assessed an hourly cleaning fee of \$75/hour. Repeated violations may be charge at \$150/hour.

WNCFW management reserves the right to waive cancellation, no-show and/or cleanings fees on a case-by-case basis and at the sole discretion of the General Manager.

- 5. Storage Fees: Dry, cold and frozen storage are charged at the end of each month. Minimum storage rental is one month. Palletized storage may be available on a case-by-case basis and at the sole discretion of the General Manager.**

| Storage | Monthly Rate |
|---|--------------|
| 4' Shelf in Dry Storage | \$20 |
| Full Rack in Dry Storage | \$60 |
| 4' Shelf in Walk-In Refrigerator | \$25 |
| Full Rack in Refrigerator | \$75 |
| 4' Shelf in Walk-In Freezer | \$35 |
| 4' x 4' Pallet in Dry Storage | \$60 |
| Full Rack in Freezer | \$105 |
| Speed Rack in Walk-In Refrigerator /Freezer | \$35 |
| Single Door Reach-In Refrigerator | \$70 |
| Single Door Reach-In Freezer | \$90 |

6. Supplies Fee (required): \$4.00 per person per kitchen use

Includes cost of disposable aprons, hairnets, cleaning supplies, mops, brooms and garbage bags. *FYI: WNC Foodworks does not supply small-wares such as knives, cutting boards, spatulas, mixing bowls, sheet trays, measuring utensils, etc.*

7. Other Services:

Grease/Fryer Oil Disposal – this is a free service offered to clients of WNC Foodworks. Please consult with the General Manager prior to accessing service.

Ice - \$2 per 5 Gallon bucket (provided) – clients may use ice machine for their personal drinks at no cost. Caterers, food trucks or consumer packaged goods manufacturers may use the ice machine for production needs, but must consult the General Manager prior to accessing this service.

Washer/Dryer - \$5 per load. Clients must remain on premises until laundry is finished. Laundry left by clients in the washer may, at the sole discretion of the General Manager, result in cleaning fees.

WNC Foodworks, LLC Fee Schedule Effective November 1, 2023

8. Mobile Food Units:

Mobile Food Unit operators who wish to use the WNCFW facility as their commissary for water exchange, food storage and/or prep may be required to carry the required product insurance with WNCFW as additional named insured, show proof of ServSafe certification and pay the following fees:

- One-time orientation/application fee: **\$75**
- Access potable water and dump gray water: **\$80 per month**
- Water exchange plus ware washing: **\$90 per month**

Any additional use of the WNCFW facility will incur the charges listed earlier in this document.

9. Receiving shipments or packages: if WNCFW personnel receive and/or sign for packages at the front door or loading dock requiring forklift assistance and/or pallet jack

- Loading/Unloading Forklift Fee: **\$20/pallet**

It is the responsibility of the client to ensure that the delivered items are suitable for production activities. WNCFW takes no responsibility to ensure that the items delivered are accurate, undamaged and/or suitable for production.

10. Set-Up & Breakdown Services

\$50/hour: WNCFW staff may set up, sanitize and/or calibrate equipment for clients. Time will vary depending on the production process and equipment required. This service should allow clients to come into the facility and start their production process without dealing with the initial equipment setup and sanitation. This service is available at the sole discretion of the General Manager.

WNC Foodworks, LLC

Rental and Use Policies

1. **Rate Schedule:** The attached rate sheet shows the fees attached to the different services provided by WNCFW. This schedule may be changed at any time. Efforts will be made to give users as much notice as possible before changes are made.
2. **Standard Operating Procedures (SOPs):** The attached SOP are the core tools (along with the Rental & Use Policies and the WNCFW User Agreement) to ensure that all food production at WNCFW takes place in a safe and sanitary manner. Each business needs to develop their own SOPs for their particular manufacturing or food preparation process. They must include all applicable guidelines from the WNCFW SOPs at a minimum. The WNCFW SOPs may be updated periodically and will be posted on the board with Production Sheets and sent out electronically. It is the User's responsibility to see that every employee/helper receives, understands and follows these SOPs.
3. **Facility Use:** Users must request use of a food processing area at least one week in advance. If space is available, requests will be accepted up to 24 hours in advance. Use the on-line scheduling system on the WNCFW website and you may expect a reply within 48 hours in most cases.
4. **Cancellations:** Cancellations of kitchen use must be received as soon as possible. Repeated cancellations may result in the User being denied use of the facility. Policies and fees for cancellations and no-shows are explained in the Fee Schedule current as of July 2016.
5. **Eligible Users:** Only those Users and their employees that are registered and authorized by the Executive Director are allowed to be in the production areas. Every User must provide the Executive Director with an Emergency Contact Form for each employee/helper and certify that each employee/helper has been trained and has received a copy of these guidelines and the SOP's. If the registered User is not present during production, he/she must name and authorize to WNCFW staff a "Production Manager". This person will be responsible for assuring that all facility policies are followed by all workers for that User. WNCFW will report serious violations to the User by phone or email; the User shall respond and correct the matter within 24 hours.
6. **NO CHILDREN UNDER 16** are allowed in the kitchen areas. No unsupervised children are allowed in the other areas of the facility at any time.
7. **NO LIVE ANIMALS** are allowed inside the building at any time.
8. **WNCFW is located on WNC Farmers Market Campus. Please respect it.**
9. No eating or drinking is allowed in the food production areas. The break room is provided for workers to eat meals and take breaks.
10. **Sign-In Production Sheets:** All Users are required to sign-in on a **Sign-In Production Sheet** when they arrive at the facility and begin to assemble their products. All users must complete a Facility Checklist (on the back of the Sign-In Sheet) to note any areas of the kitchen that need attention. Users sign-out when they are finished cleaning the facility. There will be a **half-hour set-up time** allowed, off the clock, so that Users may bring all their needed equipment and supplies into the kitchen and get set up for efficient processing. Failure to accurately sign-in and out may result in the User being denied use of the facility.
11. **Cleaning time** at the end of each User's operation will also be off the clock, to insure thorough cleaning and sanitation. Abuse of this cleaning time may result in additional hourly processing charges.
12. **Facility Failure:** In the event of equipment failure or other facility issues that compromise production, no charge will be made for lost hours. Users **MUST** fill out a Facility Incident Report within 24 hours of the occurrence to be eligible for a credit.
13. **Garbage Disposal:** Use only the WNCFW dumpsters for garbage and recycling. **DO NOT USE ANY OTHER DUMPSTER ON THE PROPERTY.** Do not put any recyclable material in the trash dumpster: either take it off-site or recycle it in the recycling dumpsters located in next to the trash

dumpsters.

14. **Dry Storage:** Fees are charged on a monthly basis and are explained in the Fee Schedule. Each pallet or shelf or rack 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 shelves or otherwise off the ground at least 6 inches for items on moveable shelves, 12 inches if they are on permanent racks. Plastic milk crates or covered plastic tubs are good to store utensils and other items. **The areas around stored items must be kept scrupulously clean, swept and mopped as often as needed, but at least once a month.**
15. **Cooler Storage:** **All items must be clearly identified and labeled with the User's name.** Food items must be stored tightly covered. Remember that you are paying for cooler storage by the shelf or pallet or speed rack. It is to your advantage to arrange your items in the most space efficient way, keeping in mind sanitation guidelines that dictate raw meats, poultry, fish, seafood and eggs on bottom shelves. **You are also reminded that you must clean and sanitize your storage shelves at least once a month. You must mop your area immediately if there are any spills, even if it is just water or melting ice.**
16. **Shared Use Facility:** **Please remember that this is a shared-use facility with NO janitorial service.** If you notice that trash containers in the break room or rest rooms are getting full, please empty them into the dumpster and re-fit them with plastic trash bags. The same is true for toilet paper, paper towels, etc... The Break Room is for all to share. If you use it, please clean it. Wipe the table, sink, and refrigerator. Sweep the floor if it needs it. This space is for your convenience, please take care of it.
17. **Smallwares:** Users will provide their own towels, pots, pans, small wares & other special items necessary to their specific production needs. Do not leave your personal small wares or cleaning rags in the kitchens. They may be sold or thrown away without notice.
18. **WNCFW does NOT provide thermometers or scales for use in production. Users should invest in such equipment to meet their regulatory & record-keeping needs.**
19. **Shared Helper Equipment**—WNCFW has a few rolling carts & equipment dollies that may be used for moving equipment and supplies around the facility. They are not for long-term storage and should be emptied as soon as possible so that they are available for other Users. WNCFW does not guarantee that one of these will always be available for Users. Consider it a blessing if they are there when you need them. Fees for forklift loading and unloading are explained in the Fee Schedule.
20. **WNCFW Property:** No equipment or others items belonging to WNC Foodworks, LLC, is ever allowed to leave the premises.
21. **Fine.** The fine for violation of Facility policies is a minimum of \$75.00 per occurrence.

Standard Operating Procedures (SOP's)

*** MSDS Sheets (what to do if you get cleaning chemicals on your skin, or swallow them) are in Yellow Box on Wall outside the Wet Kitchen. ***

General Guidelines

Personnel

1. Wear clean clothes that will protect from burns and other injuries. 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. They may not be worn while in the production areas.
2. Wear closed toe & heel, skid-proof shoes.
3. Store personal goods in break room or in your car, NOT in the kitchen. No back-packs or jackets or purses in the kitchen or wherever food is being processed.
4. Wear, in an effective manner, headbands, caps, beard covers, or other effective hair restraints that will keep loose hairs out of food products, or be caught in machinery. Hairnets must be worn regardless of other hair restraints.
5. 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.

Equipment and Facility

1. Do not leave outside doors (front or back) open unless you are ACTIVELY bringing in/removing items. Open doors allow insects, birds and rodents to enter the facility.
2. Do not prop open or allow swinging doors to individual kitchens to stay open.
3. **Use only the WNCFW Dumpster**, located down the parking lot from the main doors of WNCFW. **DO NOT USE ANY OTHER DUMPSTER ON THE PROPERTY.**
4. **No cardboard, recyclable metal cans or plastics** are to be put in the WNCFW dumpster. There is a recycling dumpster around the other end of the building.
5. Turn off heating or air-conditioning in the kitchens and all lights in the building if you are the last to leave. **Failure to do so will result in a \$50 fine.**

Storage

1. **Dry Storage—Cages and Pallet Storage.** All items/areas (shelves, cages, pallets) 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 on permanent racks. The areas around stored items must be kept scrupulously clean, swept and mopped as often as needed, but at least once a month.
2. **Cooler/Freezer Storage:** All items (shelves, cages, pallets) 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.

Getting Started and Signing-In

1. Look at the white-board to see which production area you are assigned to
2. Pick up a Production Sheet and SIGN-IN at start of set-up (date, names of user & workers, time—circle am/pm).
3. Bring needed supplies to set up your work space. Be sure you have garbage bags, hair nets and aprons, cleaner, and sanitizer in spray bottles. **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.**
4. 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.
5. Wash hands, fill up wash, rinse and sanitize sinks. Check the strength of your sanitizing solution frequently with test strips.
6. Sanitize all equipment that you will be using. This is for YOUR protection.
7. Set up your work area in the most efficient way. Be aware that other producers may be coming in later and so you must be prepared to shift to share.

During Production

1. Do not allow swinging doors to stay open, even if they want to. This is a violation of health department and FDA rules.
2. Carefully follow operating guidelines for each piece of equipment. Instruction books are in each kitchen. IF you are using a piece of equipment for the first time or for a new use, you must get instruction from the Director or representative.
3. Be sure to turn on hood exhaust fans BEFORE starting up any gas-fired equipment. Don't forget to turn them off either. They suck valuable energy out of the kitchen.
6. Each kitchen has a two-compartment prep sink and a three-compartment sink. The prep sink is only for washing fresh produce and meats (clean and sanitize thoroughly in-between uses); the 3-compartment is only for ware washing, not food washing.
7. Keep spray bottles of cleaners or covered drinks on the shelf **below** the work table, or on the shelves near the sinks, never on the same level, or above food prep areas. Same for radios.

Cross Contamination

1. To avoid the chances of cross-contamination, workers should NOT walk through the other kitchens.
2. Be especially careful of cross-contamination when more than one production is going on in the same kitchen.

SOPs Exhibit C

At the Close of Production

1. Break down and **clean each piece of equipment** used according to guidelines in the instruction book in each kitchen. Be sure to check adjacent equipment and walls for splashes and spills. If you used the fryer, be sure to clean the walls and hoods around the fryers.
2. Certain pieces are to be left partially broken down (Simplex filler; steam kettle valves; range shelves, etc...) see notes around each piece of equipment and in instruction manuals to see how to break down and clean the equipment you have used.
3. Clean & sanitize **all sinks** in the kitchen. Be sure to clean the walls above & around the sinks.
4. Clean & sanitize **every place that hands have touched**—handles to refrigerators and ovens, faucet & sprayer handles, light switches....
5. Clean & sanitize BOTH SIDES of all doors into & out of kitchen.
6. Return everything to its original place. If you removed racks from ovens, be sure to put back.
7. No food is to be left in the reach-in coolers in the kitchen at the end of your processing. It will be thrown away. All foods are to be stored, properly labeled, in the walk-ins. **Nothing is to be stored on floors.**
8. Remove all trash bags to WNCFW dumpster—outside and to the right of the main door. **Do not put recyclables in the WNCFW dumpster.** The recycling dumpster is around the back of the building. Please ask for directions.
9. Rinse & scrub trash cans in the mop room. Return clean trash cans to kitchen. **Do not put new bags in so that the next person can see that they are clean.**
10. Sweep floors completely. Mop floors by applying a coat of floor cleaning solution and letting it sit for at least 2 minutes before continuing to mop and rinse. To help keep floor drains in the 2 main kitchens running well --**empty your mop water into floor drains.** This will send some degreaser down the drains each time. Be sure to mop up any spills around the drains of course.
11. **Any standing water is a place for germs to grow.** The areas under the 3-compartment sinks in both kitchens present problems in this area. **Users are responsible to ensure that there are no puddles of water anywhere in the kitchen at the end of their shifts—especially under those sinks.** Use the sponge mop and/or squeegee to push all that water under the sinks into the floor drains. BE sure not to leave ANY SCRAPS of food particles on the drain grates.
12. Another reminder about mopping—you should be mopping **with clean, soapy water.** Once your mop water starts to look brown, you should go replace it, cleaning out your mop at the same time. ***Slopping dirty water around the floor is NOT floor cleaning.***
13. Back in the mop room, empty dust pan into trash can, and rinse out in mop sink. Hang upside down to dry. Clean and rinse mop and mop bucket, **wring out mop**, and hang to dry.

If there are others working in the same space, check with them to be sure you have fulfilled your cleaning and sanitation responsibilities before leaving.

Last Check

1. Turn off the heat/AC in your kitchens/processing areas. **Failure to do so will cost you \$50.**
2. Turn out ALL LIGHTS in the facility if you are the last to leave.
3. IF you used the break room or rest rooms, be sure they are in good condition—emptied trash cans, cleaned table, etc....
4. Return all carts/pallet jacks, carts, to the Parking Lot by the front door.
5. Complete the Production Sheet—be sure to circle ALL equipment that you used, in both kitchens. Fill in the amount of production and value of goods produced.
6. Slip the Production Sheet under the Director's door.
7. Take your cardboard, metal cans and plastics out to be recycled.

Clarification On What Constitutes Proper Attire For A Food Manufacturing Facility.

There are two main concerns here:

- Protection of workers in kitchens from burns, cuts and other injuries.
- Protection of food products from contamination, both yours and others working in the same kitchen.

Requirements

- Take a shower before coming to work in food processing.
- Wear clean clothes every day—add a clean apron or chef's jacket on top of street clothes.
- Remove the apron or jacket before going to the restroom, on lunch breaks, or out of the building.
- Wear long pants, loose ones are better in case hot liquids or grease spill, they will not stick to your skin. No shorts or skirts that expose bare legs. No long flowing skirts.
- Wear sturdy, closed toe/heel, non-slip shoes that will protect against dropped knives, blades, slipping, and hot spills.
- Wear shirts with at least short sleeves, not cap sleeves, preferably longer. No sleeveless tops or tank tops. This is to protect from burns, and prevent body hair, sweat and bare skin contaminating food or food contact surfaces.
- Remove all jewelry (including visible body piercing jewelry) before entering kitchen. Plain wedding bands are ok. Reason - jewelry can drop in food, rings on hands can get dirty, caked with food and harbor pathogens.
- All hair must be pinned up and restrained in hair nets. Hair should not hang down below or outside of the net. You may cover the net with a cap, or scarf, or hat—but they need to be clean and washed every day.
- Beard nets are required for men that are not clean shaven.
- Clothing and personal belongings, purses, backpacks, bags are not to be stored in production areas, but in the break room or in your car.

WNC Foodworks, LLC and Natural Products Manufacturing Facility

Checklist for Becoming a User

(Not necessarily in order, but all needed before first production)

All Users

- 1. Meet with the WNCFW Staff and /or Natural Products staff to discuss your product or service idea and business and marketing plans. Bring product prototypes, samples, marketing and financial plans.
- 2. Discuss your product(s) with the appropriate regulatory agency: Buncombe County Health Center and/or the NCDA/FDA to insure that your proposed product or production process meets regulatory requirements.
 - My product falls under these regulations: _____
 - My inspector is _____
- 3. Complete the WNCFW application form and pay application fee and deposits.
- 4. Review carefully, then sign the User Services Contract with its attachments which make up the legal framework for your use of the facility. (Needs to be re-submitted every July).
- 5. Obtain Product Liability Insurance. Name WNCFW as “additional named insured”.
- 6. Schedule final orientation/training meeting with WNCFW just before first production.

Packaged Foods

- A. Attend training session on Good Manufacturing Practices (packaged foods & baked goods).
- B. Obtain a Scheduled Process letter (or other document) if your product is an acidified food, fermented food, dried food or other food as deemed necessary by WNCFW and/or NCDA.
- C. Present copies of:
 - Product Liability insurance (all)
 - FDA Facility Registration under BioTerrorism Rules (all)
 - Scheduled Process Letter or other process doc from Competent Authority (if applicable)
 - FDA Registration of Acidified Food Manufacture Form 2541a for each product (if applicable)
 - Copy of Course Certificate for “Pickle School” (if applicable)
- D. Attend pre-production meeting with WNCFW staff before scheduling first production. Bring everything needed for document review:
 - Label Review
 - Packaging Review
 - Master Production Sheet
 - Batch Production Sheet (tracking system) or other Processing Records
 - Other records needed: Distribution Records; Ingredients Receiving and Tracking Records.
 - Product Recall Plan (written)
 - Employee Training Plan and Record (written)

Caterers/ Mobile Unit Operators

- A. Attend training session on ServSafe or equivalent food safety course approved by NC.
- B. Present copies of:
 - Product Liability insurance (everyone)
 - Copy of ServSafe (or equivalent) certificate for caterers & mobile cart/trucks
 - Permit from the Health Department
- C. Attend pre-production meeting with WNCFW staff before scheduling first kitchen use.
 - Employee Training Plan (if applicable)

Natural Products Manufacturers

- A. Attend Good Manufacturing Practices Class as offered by the Bionetwork
 - Cosmetics: Date: _____
 - Dietary Supplements: Date: _____
- B. Present copies of:
 - Product Liability Insurance
 - Ingredient Submission Form to WNCFW
 - FDA Facility Registration under BioTerrorism Rules
 - WNCFW application packet
- C. Attend pre-production meeting with WNCFW staff before scheduling first production. Bring everything needed for document review:
 - Label Review
 - Packaging Review
 - Master Manufacturing Record
 - Batch Production Record (tracking system) or other Processing Records
 - Other records needed: Distribution Records; Ingredients Receiving and Tracking Records.
 - Product Recall Plan
 - Employee Training Plan and Record
 - Personnel Policy (For the business' employees)
 - WNCFW Equipment Training Documentation (This will follow with initial productions and is dependent on equipment used)

Shared-Use Facility Risk Control Plan for County Inspected Productions at WNC Foodworks

The following two documents are important for anyone who will be working out of a shared-use kitchen facility.

The first document is a “Risk Control Plan, Shared Use Facility” – if you operate a county inspected business at WNC Foodworks, please date and submit this to the county along with your “Shared Kitchen Permit Application” or present it to the county inspector when requested during your permitting inspection. A copy of this Risk Control Plan will be stored in your WNC Foodworks file.

The second document is a “Risk Acknowledgement Form” – please fill this out, sign it and submit this along with your Risk Control Plan to the county. A copy will be stored in your WNC Foodworks file.

RISK CONTROL PLAN, SHARED USED FACILITY

FACILITY: ____WNC Foodworks LLC_____

Address: ____570 Brevard Rd., Unit 9, Asheville, NC 28806_____

Phone(s): __ (828) 348-0130; (828) 301-5409; (828) 774-6316_____

Email: ____info@wncfoodworks.org_____

PIC(s):

The utilization of shared-use facilities (the practice of more than one permitted retail food business operating within the same facility) is a growing trend in North Carolina. This practice may involve two or more businesses permitted by the Department via N.C.G.S. 130A-248 or by the NC Department of Agriculture and Consumer Services (NCDA&CS) or a combination of both. Businesses may be permitted to operate in separate areas within the facility or within the same areas but separated by hours of operation.

Due to potential risks that are unique to shared-use facilities, the ability for the overseeing permittee to maintain "active managerial control" is paramount. Active managerial control means, "the purposeful incorporation of specific actions or procedures by industry management into the operation of their business to attain control over foodborne illness risk factors" (2009 FDA Food Code-Annex 4). Further, it requires a commitment to identify and prevent potential accidental and intentional contamination events.

Provide your internal interventions for the following potential risks that are present in shared-use facilities.

- **Risk:** Ineffective Employee Health Policy
Explanation: Any individual present in areas of a food establishment where food and food-contact items are exposed must be aware of their responsibility to report any health and activities as they related to diseases that are transmissible through food.
Overlapping individual businesses creates an environment whereby all are affected by the health practices of the others. Since each permit holder may be affected by the others, steps must be taken to ensure that every individual associated with each business in the shared-use facilities are on heightened awareness of the components of an approved Employee Health Policy and accept the risk associated.
Controls in place:
Both parties are sure to have implemented an effective employee health hygiene policy. All employees and management have read and signed the policy. Signed copies will be made available during inspections. I would encourage you to have the policy for employees posted in a central location. Please let me know if you do not have the standard policy used in NC and I will be sure to send it to you. Each permit holder understands the risks associated with bare hand contact for ready-to-eat food products. Bare hand contact with ready-to-eat food products is prohibited and gloves or utensils will be used as required.
- **Risk:** Increased potential for foodborne illness outbreaks due to exceeding the design characteristics of the facility. Changes to one facet of the operation affects all parts of the operation.
Explanation: Prior to initiating construction or changes in operation, each plan for a proposed shared-use facility shall be reviewed for compliance with the current rules governing food service establishments (15A NCAC 18A .2607). The review is designed to prevent a rippling effect of future compliance issues, ensure preparation and storage space is adequate for the proposed menu and preparation processes, and the floor plan and flow design is such that decreases the potential for cross contamination.
Controls in place:

You must ensure that your activities in the kitchen area are separated by time and/or space. If you are both using the kitchen at the same time, then you must provide a list of equipment that will be used and have an understanding that your operations will not overlap.

- **Risk:** Cross contamination of food contact surfaces with physical, chemical, or biological hazards.
Explanation: Any individual present in areas of a food establishment where food and food-contact items are exposed presents a potential contamination risk (2009 FDA Food Code-Annex 3).The potential for contamination of food contact surfaces increases with the number of users and the variety of menu items and processes. Since each permit holder may be unaware of the types of activities that are practiced outside their range of control, steps must be taken to ensure that all food contact surfaces are cleaned and sanitized prior to use.

Controls in place:

Each permit holder will wash, rinse, and sanitize all food contact surfaces before and after using food contact surfaces needed for the operation of each permit holder. Food contact surfaces that will be used during each operations will be properly washed, rinsed, and sanitized prior and after being used. An alternative approved procedure would be, if you both have a way to keep your food contact surfaces secure (locked cabinet) from each operation.

Chemicals are stored under and way from food contact surfaces.

Food contact surfaces are checked prior to use, to ensure they are in good repair.

- **Risk:** Contamination of food products either by accidental or intentional means.
Explanation: Any individual present in areas of a food establishment where food and food-contact items are exposed presents a potential contamination risk. By controlling who is allowed in those areas, the permittee establishes an important barrier to food contamination. The protection of food products from potential contamination sources is a key component of maintaining active managerial control and is required under 15A NCAC 18A .2608. Since activities outside their range of control are practiced within shared-use facilities, permit holders must take effective means to secure food products from accidental or intentional contamination events.

Access to food products by unauthorized personnel (persons not associated with the permitted business) must be prevented. Access can be prevented by securing storage equipment with locks or other security devices, by ensuring oversight by third-party facility management, or other means.

Controls in place: Food is stored in locked refrigeration and storage cabinets. Another possible alternative is that the person in charge for each operation is present at all times when food is stored in kitchen area and each operator has access to the kitchen area. Food is store in a manner to prevent cross-contamination. Food with lower final cook temperatures and ready-to-eat food products will be stored above and way from food with higher final cook temperatures. Food will be stored in a manner to prevent cross-contamination. Food will be purchased from approved suppliers. The kitchen space will be limited to those who are employees of each operation. Unauthorized personnel will not be allowed in the kitchen space.

Facility Representative: _____Matthew Shimko_____ Title: _____Manager_____

Facility Signature _____Matthew Shimko_____ Date: _____

Business Name:

Permittee Name:

Address:

Phone Number:

Email:

As a permit holder in a shared-use facility you are subject to heightened risks in association with the other businesses in the facility. A shared-use facility requires a commitment to identify and prevent potential accidental and intentional contamination events.

- **Risk:** Ineffective Employee Health Policy
Explanation: Any individual present in areas of a food establishment where food and food-contact items are exposed must be aware of their responsibility to report any health and activities as they relate to diseases that are transmissible through food to the person in charge.
Overlapping individual businesses creates an environment whereby all are affected by the health practices of the others. Since each permit holder may be affected by the others, steps must be taken to ensure that every individual associated with each permit in the shared space are on heightened awareness of the components of an approved Employee Health Policy and accept the risk associated.
- **Risk:** Cross contamination at shared equipment and food contact surfaces with physical, chemical, or biological hazards.
Explanation: Any individual present in areas of a food establishment where food and food-contact items are exposed presents a potential contamination risk (2009 FDA Food Code-Annex 3).The potential for contamination increases with the number of users and the variety of menu items and processes. Since each permit holder may be unaware of the types of activities that are practiced outside their range of control, steps must be taken to ensure that all equipment and food contact surfaces are cleaned and sanitized prior to use.
- **Risk:** Contamination of food products either by accidental or intentional means.
Explanation: The protection of food products from potential contamination sources is a key component of maintaining control and is required under 15A NCAC 18A .2608. Since activities outside your businesses range of control are practiced within shared-use facilities, permit holders must take effective means to secure their food products from accidental or intentional contamination events.

I understand and acknowledge the Buncombe County Department of Health and Human Services-Environmental Health representative has shared the potential risks that are unique to shared-use facilities as outlined above.

Permit Holder: _____ Title: _____

Signature: _____ Date: _____

Food Employee Reporting Agreement

Reporting: Symptoms of Illness

I agree to report to the Person in Charge (PIC) when I have:

1. Diarrhea
2. Vomiting
3. Jaundice (yellowing of the skin and/or eyes)
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part (such as boils and infected wounds, however small).

Note: The PIC must report to the Health Department when an employee is jaundiced.

Reporting: Diagnosed Illnesses

I agree to report to the Person in Charge (PIC) when I have been diagnosed with:

1. Norovirus
2. Hepatitis A virus
3. *Shigella* spp. infection (shigellosis)
4. Shiga Toxin-Producing *Escherichia coli* (O157:H7 or other STEC infection)
5. Typhoid fever (caused by *Salmonella* Typhi)
6. *Salmonella* (nontyphoidal)

Note: The PIC must report to the Health Department when an employee has one of these illnesses.

Reporting: Exposure of Illness

I agree to report to the PIC when I have been exposed to any of the illnesses listed above through:

1. An outbreak of Norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other STEC infection, or Hepatitis A.
2. A household member with Norovirus, typhoid fever, shigellosis, illness due to STEC, or Hepatitis A.
3. A household member attending or working in a setting experiencing a confirmed outbreak of Norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other STEC infection, or Hepatitis A.

Exclusion and Restriction from Work

If you have any of the symptoms or illnesses listed above, you may be excluded* or restricted** from work.

*If you are excluded from work you are not allowed to come to work.

**If you are restricted from work you are allowed to come to work, but your duties may be limited.

Returning to Work

If you are excluded from work for having diarrhea and/or vomiting, you will not be able to return to work until: 1) more than 24 hours have passed since your last symptoms of diarrhea and/or vomiting, or 2) provide written medical documentation from a health practitioner indicating that the symptoms are from a noninfectious condition.

If you are excluded from work for exhibiting symptoms of Norovirus, *Salmonella* Typhi, nontyphoidal *Salmonella*, *Shigella* spp. infection, *E. coli* O157:H7 or other STEC infection, and/or Hepatitis A, you will not be able to return to work until approval from the Health Department is granted.

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with:

1. Reporting requirements specified above involving symptoms, diagnoses, and exposure specified;
2. Work restrictions or exclusions that are imposed upon me; and
3. Good hygienic practices.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food Regulatory Authority that may jeopardize my employment and may involve legal action against me.

Employee Name (please print) _____ Signature of Employee _____ Date _____

PIC Name (please print) _____ Signature of PIC _____ Date _____

Common Foodborne Illnesses

E. Coli

Overview: A bacterium that can produce a deadly toxin and causes an estimated 70,000 cases of foodborne illnesses each year in the U.S.

Sources: Meat, especially undercooked or raw hamburger, produce and raw milk.

Incubation period: 2-10 days

Symptoms: Severe diarrhea, cramping, dehydration

Prevention: Cook implicated food to 155F, wash hands properly and frequently, correctly wash rinse and sanitize food contact surfaces.

Shigella

Overview: Shigella is a bacterium that causes an estimated 450,000 cases of diarrhea illnesses each year.

Poor hygiene causes Shigella to be easily passed from person to person.

Sources: Salad, milk, dairy products, and unclean water.

Incubation period: 1-7 days

Symptoms: Diarrhea, stomach cramps, fever, chills and dehydration

Prevention: Wash hands properly and frequently, especially after using the restroom, wash vegetables thoroughly.

Salmonella (nontyphoidal)

Overview: Salmonella is a bacterium responsible for millions of cases of foodborne illnesses a year. The elderly, infants, and individuals with impaired immune systems are at risk for severe illness. Death can occur if the person is not treated promptly with antibiotics.

Sources: Raw and undercooked eggs, undercooked poultry and meat, dairy products, seafood, fruits and vegetables

Incubation period: 5-72 hours (up to 16 days has been documented for low doses)

Symptoms: Nausea, vomiting, cramps, and fever

Prevention: Cook all food to proper temperatures, chill food rapidly, and eliminate sources of cross-contamination (i.e. proper meat storage, proper washing, rinsing, and sanitizing procedures)

Salmonella Typhi (Typhoid fever)

Overview: Salmonella Typhi is the bacterium that causes Typhoid fever and is responsible for an estimated 430 cases each year. This illness is caused by eating or drinking food or water contaminated with feces from an infected person.

Incubation period: Generally 1 to 3 weeks, but may be as long as 2 months after exposure.

Sources: Ready to eat food, water, and beverages.

Symptoms: High fever, from 103 °F to 104 °F; lethargy; gastrointestinal symptoms, including abdominal pains and diarrhea or constipation; headache; achiness; loss of appetite. A rash of flat, rose-colored spots sometimes occurs. Symptoms typically last 2 to 4 weeks.

Prevention: Excluding sick food workers, practicing good personal hygiene, preventing cross-contamination, and cooking food to the required final cook temperatures.

Hepatitis A

Overview: Hepatitis A is a liver disease caused by the Hepatitis A virus. Hepatitis A can affect anyone. In the United States, Hepatitis A can occur in situations ranging from isolated cases of disease to widespread epidemics.

Incubation period: 15-50 days

Symptoms: Jaundice, nausea, diarrhea, fever, fatigue, loss of appetite, cramps

Prevention: Wash hands properly and frequently, especially after using the restroom.

Norovirus

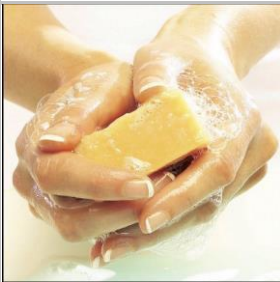
Overview: This virus is the leading cause of diarrhea in the United States. Any food can be contaminated with norovirus if handled by someone who is infected with the virus. This virus is highly infectious.

Incubation period: 6-48 hours

Symptoms: Nausea, vomiting, diarrhea, and cramps

Prevention: Wash hands properly and frequently, especially after using the restroom: obtain food from a reputable food source: and wash vegetables thoroughly.

Prevention of Contamination by Hands



1. Handwashing is the MOST CRITICAL control step in prevention of disease
Invest 20 seconds to follow these 6 simple steps:

1. Wet your hands and arms with warm running water.
2. Apply soap and bring to a good lather.
3. Scrub hands and arms vigorously for 10 to 15 seconds (clean under nails and between fingers).
4. Rinse hands and arms thoroughly under running water.
5. Dry hands and arms with a single-use paper towel or warm-air hand dryer.
6. Use the towel to turn off faucets and open door handles so you don't re-contaminate your hands

2. Don't go to work when you are sick

3. No bare hand contact with ready-to-eat foods.

Vomit & Diarrhea Clean-up Plan

PURPOSE

In accordance with 2-501.11 of the FDA Food Code, “A food establishment must have written procedures to implement a plan for employees to follow when responding to vomiting or diarrheal events that involve the discharge of vomitus or fecal matter onto surfaces in the food establishment”.

ASSEMBLE A CLEAN-UP KIT

You can buy a kit from a supplier or assemble your own. Clean-up kits should contain personal protective equipment and cleaning supplies.

Basic Personal Protective Equipment

- Single-use gloves
- 1 disposable mask or other effective face covering

Basic Cleaning Supplies

- Plastic garbage bags with seal or twist tie
- Paper towels
- Absorbent powder/solidifier (such as kitty litter or baking soda)
- Disinfectant**

**Disinfectant:

- If using concentrated bleach (shown as 8.25% on the label), add 3/4 cups of bleach to 1 gallon of water.
- If using regular bleach, (shown as 5.25% on the label), add 1 cup of bleach to 1 gallon of water.
- Commercially prepared disinfectants effective against Norovirus can be used. The U.S. Environmental Protection Agency has a list of approved commercial disinfectants for reference.

Recommended Personal Protective Equipment

- 1 pair of goggles
- 1 disposable gown with sleeves
- 1 disposable hair cover
- 1 pair of disposable shoe covers

Recommended Cleaning Supplies

- 1 scoop/scrapper
- Drop cloth
- Caution tape (for marking contaminated area)
- Dedicated mop and bucket (disposable mop heads recommended)

BEFORE CLEAN UP BEGINS

- Promptly remove ill customers, workers, and others from areas of food preparation, service, and storage.
- Contain a 25-30 feet area from the epicenter of the event to keep anyone not involved in clean up out of the area.
- Put on personal protective equipment. Anyone cleaning up vomit or diarrhea should at a minimum wear single-use gloves and a face mask or other effective covering.

CLEANING UP SURFACES

Many types of surfaces can become contaminated when someone vomits or experiences diarrhea in the establishment. It is important to use the correct clean up procedure for the surfaces that are contaminated. Three types of surfaces common in food service establishments are:

- Hard surfaces (floors, tables, utensils)
 - Soft surfaces that cannot be laundered (carpet and upholstered furniture)
 - Soft surfaces that can be laundered (linens, towels, and clothing)
-

HARD SURFACES

STEP 1: Cover

- Cover the vomit or diarrhea with paper towels or an absorbent powder (such as cat litter) to soak up liquids.

STEP 2: Remove

- Remove the soaked paper towels or hardened powder with a scoop/scrapper and carefully place them in a plastic bag.

STEP 3: Wash

- Prepare a solution of soapy water.
- Wash all surfaces contaminated with vomit or diarrhea with this solution. Include all nearby surfaces possibly splashed by vomit or diarrhea, such as chair legs, tables, walls, shelves, or counters within the containment area.
- Rinse the soapy water from all surfaces with clean water.

STEP 4: Disinfect

- Using paper towels or a mop with a washable or disposable mop head, saturate all washed surfaces with disinfectant. The disinfectant can be an approved commercially prepared solution, or a solution prepared in-house (see “Assemble a Clean-Up Kit”).
 - If using a disinfectant prepared in house, allow a minimum 10 minute contact time. If using a commercially prepared disinfectant, follow the manufacturer’s instructions.
 - Rinse all food-contact surfaces with clean water after they have been disinfected. Wash, rinse, and sanitize these surfaces prior to using for food preparation.
 - Non-food contact surfaces do not need to be rinsed.
-

CARPET AND UPHOLSTERED FURNITURE

STEP 1: Cover

- Cover the vomit or diarrhea with paper towels or an absorbent powder (such as cat litter) to soak up liquids.

STEP 2: Remove

- Carefully remove the saturated paper towels or hardened powder with the scoop/scrapper and place in a plastic bag.
- Never vacuum.

STEP 3: Wash

- Prepare a solution of soapy water.
- Wash all surfaces contaminated with vomit or diarrhea with this solution. Include all nearby surfaces possibly splashed by vomit or diarrhea, such as chair legs, tables, walls, shelves, or counters within the containment area.
- Rinse the soapy water from all surfaces with clean water.

STEP 4: Disinfect

- Steam clean the area for 5 minutes at a temperature of 170°F (76.7°C) (Not all steam cleaners can reach a temperature of 170°F (76.7°C), so check the manufacturer's specifications).
- Upholstered furniture that is soiled with vomit or diarrhea can also be disinfected with a bleach solution (described in "Assemble a Clean-Up Kit"), however the bleach will discolor the material.

LINENS, TOWELS, AND CLOTHING

STEP 1: Contain

- Carefully place all washable contaminated items in a disposable bag to transport them to be laundered.

STEP 2: Wash

- Machine wash soiled items in a washing machine using hot water, laundry detergent and disinfectant.
- Wash with an effective disinfectant, bleach or other chemical, in accordance with manufacturer's instructions.

STEP 3: Dry

- Dry the freshly-washed items in a dryer on the high-heat setting.

AFTER CLEAN UP

STEP 1: Remove

- Remove all personal protective equipment and place in the plastic bag. Do not touch any of the surfaces that were just cleaned as they can be re-contaminated. All personal protective equipment must be taken off before leaving the area that has just been cleaned.
- Place all used cleaning supplies, such as paper towels and disposable mop heads, in the plastic bag. Seal the bag with a twist tie or other effective method.
- Throw away all uncovered food in the contained area, as well as any food handled by the person who was sick.
- Remove all waste from the facility immediately following local, state, or federal rules.

STEP 2: Cleaning Mops and Scoops

- Wash and disinfect mop handles and other reusable cleaning supplies, such as scoops/ scrapers, using the same steps used for hard surfaces.

STEP 3: Wash hands

- Wash hands thoroughly before performing any other duties (food-handlers double-wash hands).

TRAINING WORKERS ON CLEAN-UP PROCEDURES

- Identify who will be in charge of cleaning up after vomit and diarrhea events.
- Train selected workers on how to use personal protective equipment, wash and disinfect surfaces, and dispose of vomit and diarrhea.
- Training should take place when:
 - the vomit and diarrhea clean-up procedures are first written and put in place;
 - new workers are hired;
 - periodically as a review;
 - and as vomit and diarrhea procedures are changed.
- Monitor clean-up employees for illness at least 48 hours after the incident. Exclude clean-up employees if they become symptomatic.

Please keep this document in the facility where it can be readily available for employees and the Regulatory Authority to reference.

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| WNC Foodworks, LLC ALLERGEN CONTROL PROGRAM | | |
| Issued on: 9/1/2018 | Version No: 1 | Revised: n/a |
| Issued by: MPM | Supersedes: n/a | |

2.3 However, in the event that we are able to plan production according to allergens, allergens are to be run last. Equipment may be dedicated to one product.

2.4 All allergens listed in a recipe should be listed on the ingredient label for that product.

3.0 Cleaning

3.1 All equipment(s) coming into contact with an allergen(s) or a product containing an allergen(s) must be washed and sanitized prior to changing over to another product.

3.2 Rinse and clean allergen-containing containers LAST. Ensure that the 3-compartment sinks are thoroughly cleaned. There should be no allergen residues.

3.3 Allergen-containing containers (e.g. drums of soy sauce, boxes of nuts) should not be re-used even after cleaning.

4.0 Employee Hygiene

4.1 Hands must be washed and sanitized after coming in contact with an allergen and prior to handling another product not containing this allergen.

4.2 Proper attire should be worn when handling specific allergen(s) as listed on the **Master List of Allergenic Ingredients**.

4.3 The attire must be removed prior to handling another product not containing this allergen.

5.0 Labelling

5.1 All allergen(s) in a finished product must be declared on the product label.

5.2 An appropriate system for recall of a product shall be in place in the event of allergen cross-contamination or mislabeling of finished products.

6.0 Training and new client/product intake

6.1 New and existing client training shall include knowledge of Allergen Control Program and associated procedures and protocols on preventing cross-contamination of products by an allergen. All clients will fill out and return a **Master List of Allergenic Ingredients and Finished Products** form.

7.0 Record Retention

7.1 Allergen Control Program records and activities including **Master List of Allergenic Ingredients and Finished Products** shall be held for a period of two years.

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Purpose:

To establish an Allergen Control Program for WNC Foodworks, LLC to ensure that food allergens have been adequately controlled in the facility. Food allergies cause immune system responses that range from discomfort to life threatening reactions. Allergen cross contamination in a food product is a serious food safety hazard and could cause injury or death to the consumer.

Scope:

The following procedures and policies are in place to address the prevention of cross-contact with allergens. These procedures outlined below shall be adhered to by all facility personnel and shared-use clients to prevent possible food safety hazards. All production personnel and shared-use clients are responsible for controlling the storage and movement of allergens through the plant.

Program Requirements:

1.0 Receiving and Storage

- 1.1 All incoming allergens are listed on a **WNCFW Master Allergen List** that is maintained in the facility.
- 1.2 All incoming allergenic ingredients are marked with yellow stickers before going into the designated storage area (dry/refrigerated/frozen). Allergen name must be written on the sticker.
- 1.3 All allergens are stored in a separate area from non-allergens in the warehouse, freezer and walk-in cooler. They are physically separated by racks, plastic or a cardboard separator and labeled with the ingredient name and designated as allergen.
- 1.4 An allergenic ingredient cannot be stored on top of a non-allergenic ingredient.

2.0 Production

- 2.1 All allergens are identified on the recipes.
- 2.2 Due to the nature of our shared-use business, we usually cannot plan production according to allergens. Therefore, equipment is thoroughly cleaned and sanitized between every production.

Recall Plan for Company Name

Products: enter list of product names here

- 1) All ingredients purchased and used for the production of products by name or company name are logged at the time of receipt.
- 2) At the time of production, all ingredients used in the batch preparation are documented by lot number on the Batch Process Record.
- 3) After all product is prepared, it is packaged per the Master Manufacturing Record. A lot number is assigned to each production batch and printed on each product container. Lot numbers are created and assigned using the following formula:
enter your method of creating and assigning lot codes
- 4) All product sold is accounted for by: describe your system of tracking sales
- 5) In the event any of the ingredients being used for company name products are involved in a recall, immediate inspection of raw material lot numbers will ensue. If we determine that a recalled ingredient has been used in the production of our products, we will track the production of that product (s) through our BPR and to the point of sale. In the event it is determined that any of the company name products are suspect in the product recall the following steps will be taken:
 - a. Notify FDA/NCDA that a voluntary recall of company name products is being implemented
 - b. Identify batch or batches the suspect ingredients were used in (by auditing batch process records)
 - c. Identify venues company name product was sold at and how many units were sold
 - d. Immediately notify venue/festival/store manager of the recall and the potential exposure
 - e. Identify local and regional media outlets so that a recall statement can be publicly made available including company contact information so that recall collection will take place
 - i. list media outlets
 - f. Collect all product that is returned, record the return, dispose of properly and document disposal methods.
 - g. Notify FDA/NCDA that the recall has been conducted and all effort and time has been utilized in reclaiming suspect product.
- 6) Identify what additional procedures need to be set in place to prevent such an incident from happening again in the future.

WNCFW Employee and Emergency Contact Form

*Please fill out this form for each employee who works at
WNC Foodworks, LLC*

Client Business Name: _____

EMPLOYEE INFORMATION:

Employee Name: _____
Address: _____
City: _____
State: _____ **Zip:** _____
Home Phone: _____
Cell Phone: _____
Email: _____

EMERGENCY CONTACT:

Name of Contact: _____
Relationship to you: _____
Phone Numbers (please list all available):
Home: _____
Cell: _____
Work: _____



**Acknowledgment of Responsibility to Follow WNCFW Policies
and Guidelines**

I acknowledge that I have received a copy of the **WNCFW Rental and Use Policies and the Standard Operating Procedures General Guidelines**. I also acknowledge that I have received training from _____ (WNCFW Staff) on _____ (date) and that I am responsible for following these guidelines at all times.

EMPLOYEE SIGNATURE: _____

This is a list for co-pack or shared-use clients to use if they have difficulty finding reliable sources for their materials:

Bottles/caps/tampers:

Glass/plastic:

<https://www.sks-bottle.com/>

<https://www.berlinpackaging.com/>

<https://www.allamericancontainers.com/food>

<https://www.thecarycompany.com/>

<https://www.amazon.com/>

Glass only:

<https://www.piramalglass.com/>

<http://www.agcc.com/>

Glass/plastic/boxes/tampers/tape/etc. quickly, but expensive:

<https://www.uline.com/>

Cosmetic Packaging (airless pump bottles etc):

<https://www.cprsale.com/>

Labels:

Note: OUR MACHINE USES LABELS THAT COME ON A ROLL. THEY NEED TO BE #4 UNWIND STYLE WITH A 3" CORE. ALSO BE SURE THAT YOUR CONTAINERS DO NOT HAVE EVEN A SMALL SLANT/TAPER TO THEM BEFORE ORDERING LABELS.

2-3 weeks turnaround, does custom tampers as well:

<https://www.centurylabel.com/>

Super Reliable, we've never gotten bad labels, but I think they only do labels:

<https://www.baytechlabel.com/>

High quality, and they go the extra distance with matching adhesive to the job. These guys are the ones who sent special arched labels for hair 180 when they had container shape issues:

<https://innovategraphics.com/>

Boxes:

Only place that our current clients order custom boxes from use, they are based in Fletcher.

<https://www.victorypackaging.com>

Raws/Smallwares:

Has options for most small tools that may be needed, as well as some ingredients (such as honey) at reasonable prices:

<https://www.webstaurantstore.com/>

Cosmetic ingredients:

Cosmetic compounds:

Center Chem.

<https://www.centerchem.com/>

Lotion Crafter:

<https://lotioncrafter.com/>

Bases for skin Creams, if you want to start from a base (as opposed to scratch):

<https://www.aquatech-skincare.com/>

Essential Oils, herbs, carrier oils:

Bulk Apothecary ("Nature's Own" brand):

<https://www.bulkapothecary.com/>

New Directions:

<https://www.newdirectionsaromatics.com/>

Red Moon Herbs (Local, nice people):

<https://redmoonherbs.com/>

Mountain Rose Herbs:

<https://mountainroseherbs.com/>

The Herbarie (Extracts, oils):

<https://www.theherbarie.com/>