Blue Ridge Food Ventures, LLC

User Services Contract

This person or organization joins this Agreement as User of the Blue Ridge Food Ventures facility.	
Full Legal Name of Business	Legal Status of User (Check One): □ Individual □ Partnership □ Corporation □ Limited Liability Company □ 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 Blue Ridge Food Ventures, LLC, a North Carolina Limited Liability Company (also referred to here as "BRFV"), and is effective upon the date of execution shown below. User and BRFV agree to the following terms:

1. **SERVICES.** BRFV will provide User with nonexclusive access to and use of BRFV'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. BRFV 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**. BRFV 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, business plan development and/or accessing small business financing; training in safety and sanitation; and marketing support activities ("Business Services").

c. **User Prerequisites.** All Users of BRFV will have completed the following activities and provided appropriate documentation to the Executive Director of BRFV 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 deposits;
- Successfully completed the BRFV Facility Orientation & Training Program; and others as deemed necessary (GMP for Packaged Foods & Baked Goods, 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 BRFV 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 BRFV, 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, BRFV 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. BRFV 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 BRFV 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 Exhibit A for Food Production or A.1 for Natural Products Production. BRFV 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, BRFV 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, BRFV 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, BRFV 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**. PLEASE SEE THE ATTACHED OVERDUE INVOICE POLICY ADDENDUM AT THE END OF THIS INTAKE PACKET

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 BRFV Standard Operating Procedures and/or the Standard Operating Procedures for Dietary Supplements Production, as appropriate*, copies of which are attached to this Agreement as Exhibits A, B & C (C.1). BRFV reserves the right to amend any or all of these Policies at any time upon written notice to User. If User violates these Policies, BRFV 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 BRFV informed of any changes in User's legal identity, address or other contact information.

c. **Security.** BRFV is equipped with both open and individual/locked storage areas. User agrees that BRFV 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 BRFV. 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 BRFV Facility Orientation & Training before they may use the Facility. New employees must be trained by BRFV 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 BRFV staff and their employee. Use of specialized equipment, such as, but not limited to, the equipment in the Natural Products Production Facility, the apple peeler, Robot Coupe pulper/siever, larger Robot Coupes, Combi Oven, 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 BRFV shall ever leave the premises.

3) Users will strictly follow the SOP's and Equipment Cleaning Guidelines provided by BRFV 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 BRFV. 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. 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 BRFV premises.

4. **HEALTH AND SAFETY RESPONSIBILITIES.** To ensure the safety of all persons associated with the BRFV 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 BRFV. No children under 16 are allowed in the Production Areas.

b. **Right of Inspection.** The staff of BRFV retains the right to enter and inspect operations at any time during use. The health department of Buncombe County as well as OSHA, 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 Blue Ridge Food Ventures, LLC named as "added named insured" on each policy. Users must provide proof of insurance to the BRFV General Manager before User may enter and use the facility.

5. **LIMITATION OF LIABILITY.** User agrees that any and all claims involving BRFV are strictly subject to the following limitations:

a. **Business Services.** All Business Services provided by BRFV and/or any officers, staff, or other agents of BRFV are provided solely for the purpose of assisting User in the operation of its business. BRFV 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 BRFV and any officers, staff, trustees or other agents of BRFV 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 BRFV.

b. **Liability.** Blue Ridge Food Ventures, 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 BRFV premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Blue Ridge Food Ventures, 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 BRFV premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the BRFV premises.

6. **CONFIDENTIALITY.** User and BRFV 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 BRFV acknowledge and agree

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

a. BRFV 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. BRFV will treat this as Confidential Information and will provide only aggregate statistics in its reports. BRFV 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 BRFV and its officers and employees under this Agreement, User shall take care to inform BRFV whenever User is disclosing Confidential Information to BRFV. BRFV 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 BRFV, 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 BRFV shall survive the termination of this Agreement.

a. Annual Renewal. This Agreement shall renew on July 1 of each year. BRFV 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 BRFV. If more than three (3) days pass without any corrective action taken by the User, BRFV 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, BRFV may enter, take possession of and remove User's property. User shall be liable to BRFV 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 BRFV.

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 BRFV 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.

BLUE RIDGE FOOD VENTURES, LLC

_____
Legal Name of User's Business

By: _____
Michael McDonald
General Manager

By: _____
Signature of Business Owner/Authorized Representative

_____
Name Printed

_____
Title

Blue Ridge Food Ventures Fee
Schedule Effective October 1, 2026

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

1. **Intake Fee: $160**

Includes facility tour & overview of services offered: guidance on product development, regulatory issues and packaging. This fee also covers the required safety and sanitation training provided by BRFV as well as the one-on-one training necessary to use the facility safely.

A tour for individuals or groups from out of the Western North Carolina region who might be interested in starting their own incubator facility is $100 per hour.

2. **User Fees $37 per hour per production area; maximum of 6-8 workers. The minimum billable period is one hour.**

The first 1-35 hours per calendar month:	**$37** per hour
The 36-80 hours per calendar month:	**$34** per hour
All hours over 80 hours in a calendar month:	**$28** per hour

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, BRFV will have a ***ZERO TOLERENCE POLICY*** for messes left in the kitchens. Cleaning fees may be levied at the discretion of management.

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

3. **"Occasional Users"**—Individuals wishing to prepare foods for their personal, immediate family consumption in small quantities that are not considered acidified foods, may, upon special request to the Director, use limited pieces of equipment in the kitchen during OFF hours when the facility is not in demand by business users. They are still responsible for the $80 initial consultation fee.

4. **"Farmer Processing Rate":** for farmers experimenting with value-added products from their own produce for sale only on-farm or tail-gate markets. Not for wholesale sales of finished products. First 100 cases (total of all products) per year. **$16 an hour**. This is to encourage small farmers to develop and test new products.

5. **Cancellation and No-Show Fees -** Clients using production areas fewer than 40 hours per month must make cancellations 24 hours in advance or will be assessed a cancellation fee of $100. Clients who reserve production time and fail to show up with no prior notification will be charged at the normal hourly production rate for the time reserved. Clients using production areas more than 40 hours per month must make cancellations 5 business days in advance or will be assessed a cancellation fee of $200 for each day canceled. BRFV management may waive cancellation fees on a case-by-case basis and at the sole discretion of the general manager.

Blue Ridge Food Ventures Fee
Schedule Effective October 1, 2026

6. **Storage Fees—weekly and monthly. Cage storage and cooler/freezer storage are charged at the end of each month. Minimum storage rental for space in freezers is one month; coolers, one week.**

	Users	Non-Users
Pallet in dry storage	**$30**/month	**$50**/month
Pallet in cooler	**$50**/ month	**$60**/month
Pallet in freezer	**$56**/month	**$80**/ month
Four-foot long shelf dry	**$25**/month	
Four-foot long shelf in cooler	**$27**/month	
Four-foot long shelf in freezer	**$38**/month	
Dry storage: 6 x 6 cage	**$50**/month	
Dry storage: 6 x 12 cage	**$100**/month	
Speed racks in cooler/freezer	**$35**/month	**$70/** per month (cooler only)

7. **Supplies Fee (required) $5.00** per person per kitchen use

Includes cost of disposable aprons, hairnets, cleaning chemicals, mops, brooms, and garbage bags.

8. **Optional Services**

Photocopies: **$.10** per copy (see general manager for code)
Recycling: **$0.75** per hour of facility usage
Dehydrators: **$20** per 24-hour period (or part thereof)

9. **Ice Machine**

Up to a 5-gallon bucket costs $5.00. **Over 5 gallons to a full-bin is $10 per day** (a few ice cubes for a cup of water are free). If you have a cooler, you will know how many gallons it holds, and you will write down than number on the sign-up sheet.

10. **Storage Only (given availability and at management's discretion ONLY)**

Persons who wish to use ONLY dry storage or cooler storage facilities at BRFV will pay a **$75 application fee** and the weekly or monthly storage fees above as applicable. They are required to abide by all rules as set forward in the User agreements and Standard Operating Procedures.

11. **Mobile Food Units (MFU)**

Mobile Food Unit operators who wish to use the BRFV facility as their commissary for food storage and/or prep must carry the required product insurance with BRFV as additional named insured and pay the following fees:

- One-time orientation/application fee: **$80**
- Access potable water and dump gray water: **$85 per month**
- Access potable water, dump gray water & wash dishes: **$115 per month**
- Push Cart with Daily Kitchen Prep: **$525** per month

Includes water exchange, one cooler shelf and an average of one hour per day of kitchen prep. More than an average of one hour per day is charged at **$37** per hour.

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

Blue Ridge Food Ventures Fee
Schedule Effective October 1, 2026

12. **Receiving shipments or packages – if BRFV staff 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. BRFV takes no responsibility to ensure that the items delivered are accurate, undamaged and/or suitable for production.

13. **Set-Up Services**

$37/hour: BRFV staff (if available) will set up & sanitize 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 setup and sanitation.

Blue Ridge Food Ventures, LLC
Rental and Use Policies

1. **Rate Schedule:** The attached rate sheet (Exhibit A) shows the fees attached to the different services provided by BRFV. 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 (SOP's):** The attached SOP's (Exhibit C) are the core tools (along with the Rental & Use Policies and the BRFV User Agreement) to insure that all food production at BRFV 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 BRFV SOPs at a very minimum. The BRFV SOP's may be updated periodically and will be posted on the board with the Production Sheets and sent out electronically. It is the User's responsibility to see that every employee/helper receives, understands and follows any updated policies.
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 BRFV 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 BRFV staff a "Production Manager". This person will be responsible for assuring that all facility policies are followed by all workers for that User. BRFV 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. **BRFV is located on the Smoke-Free A-B Tech Enka 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 BRFV dumpsters for garbage and recycling. DO NOT USE ANY OTHER DUMPSTER ON THE PROPERTY. Do not put any recyclable material in the dumpster:

cardboard, plastic and metal cans are to be recycled. Take it home, or recycle it in the special recycling dumpster located in next to the trash dumpster.

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 meliting 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. **BRFV 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**—BRFV 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. BRFV 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. **BRFV Property**: No equipment or others items belonging to Blue Ridge Food Ventures, 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)

* SDS 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 BRFV Dumpster**, located down the parking lot from the main doors of BRFV. DO NOT USE ANY OTHER DUMPSTER ON THE PROPERTY.
4. **No cardboard, recyclable metal cans or plastics** are to be put in the BRFV 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 BRFV dumpster—outside and to the right of the main door. Do not put recyclables in the BRFV 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. U**se 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.

Blue Ridge Food Ventures 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 BRFV 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 BRFV 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 BRFV as "additional named insured".

☐ 6. Schedule final orientation/training meeting with BRFV 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 BRFV 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 BRFV 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 BRFV 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 BRFV
- ☐ FDA Facility Registration under BioTerrorism Rules
- ☐ BRFV application packet

☐ C. Attend pre-production meeting with BRFV 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)
- ☐ BRFV Equipment Training Documentation (This will follow with initial prodution and is dependent on equipment used)

BLUE RIDGE FOOD VENTURES **ALLERGEN CONTROL PROGRAM**		
Issued on: 9/1/2018 Issued by: MPM	Version No: 1 Supersedes: n/a	Revised: n/a

Purpose:

To establish an Allergen Control Program for Blue Ridge Food Ventures 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 **BRFV 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.

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.

BRFV MASTER LIST OF ALLERGENIC INGREDIENTS and FINISHED PRODUCTS		
Issued on: 9/1/2018 Issued by: MPM	Version #: 1 Supersedes: n/a	Revision date: n/a Revised by: n/a

Client Business Name	Allergen	Finished Product Name

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.

BRFV Employee and Emergency Contact Form

Please fill out this form for each employee who works at Blue Ridge Food Ventures

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 BRFV Policies and Guidelines

I acknowledge that I have received a copy of the **BRFV Rental and Use Policies and the Standard Operating Procedures General Guidelines**. I also acknowledge that I have received training from _____ (BRFV 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/pouches:

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/

Gusseted Pouches:

https://www.vloopllc.com/

https://www.packagingcenerstore.com/

https://epacflexibles.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/

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/

BLUE RIDGE FOOD VENTURES

OVERDUE INVOICE POLICY ADDENDUM

EFFECTIVE JANUARY 1, 2026

*All clients will still have **net-30** terms to pay for their monthly invoices.*

*Once an invoice reaches **7 days overdue**, the client will be assessed a **$50 late fee**.*

*ANY invoices that remain unpaid at **30 days overdue** are at risk of the client business being locked out of the facility until overdue invoices are paid in full.*

*ANY Invoices still **overdue at 60 days** may be referred to a collection's agency. Anyone sent to collections may be required to pay for services in ADVANCE for a minimum of 6 months.*

***Payment Plans**: if the client can show good faith engagement with outside help such as AB Tech's Small Business Center, Mountain BizWorks, Self Help Credit Union, etc., the facility may allow the client to arrange a payment plan for overdue invoices. Clients who have arranged for a payment plan may be allowed to schedule productions at management's discretion.*

Repeated violations of facility payment terms may result in termination of this Agreement.

Blue Ridge Food Ventures reserves the right to modify the terms of this overdue payment policy at any time upon written notice to User.