

Culinary Commons Incubator Kitchen Policies and Application

Douglas County Fairgrounds, Building 21
www.douglascountyks.org/culinarycommons/welcome

rev. January 1, 2023



The Culinary Commons Incubator Kitchen at the Douglas County Fairgrounds (located in Building 21) was designed in 2005 as part of the renovated shared commercial kitchen project, offering the community **693.25 sq. ft. of space**. Incubator kitchens provide food entrepreneurs with the space and equipment they need for lease. [Kansas Department of Agriculture food business regulations](#) prevent many food products from being sold commercially when produced in a private home kitchen. The Culinary Commons Incubator Kitchen allows clients to obtain the appropriate license to produce products on-site for sale elsewhere. This community resource helps entrepreneurs to focus on properly developing their recipes, market, and business model without the upfront capital costs of expensive commercial kitchen equipment.

In 2013 the policies were updated to allow more entrepreneurs to utilize the facility to launch a food business. In 2016, a branding and marketing campaign led to the new name, Culinary Commons. Changes and clarifications to the policies in 2017 aligned Culinary Common usage with new Fairgrounds Reservation policies.

Culinary Commons Incubator Kitchen Goals:

- Increase the utilization of the Culinary Commons Incubator Kitchen as a commercial processing kitchen for entrepreneurs.
- Support start-up local food businesses by providing access to equipment and facilities for product creation.
- Improve our community members' access to locally-grown and prepared products.

Submit application, monies, license(s) and agreement to:

Douglas County Maintenance
Judicial & Law Enforcement Center
111 E 11th St. Unit 202
Lawrence, KS 66044-2981
(785) 832-5296 Fax (785) 832-5262
fairgrounds@douglascountyks.org

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Culinary Commons Incubator Kitchen Application Instructions

Before reserving the Culinary Commons Incubator Kitchen, each client must:

- ❑ Review the Culinary Commons Incubator Kitchen policies (listed below). *Note: those approved clients who violate Culinary Commons policies will have their approved application temporarily or permanently revoked.*
- ❑ Complete a tour of the Culinary Commons Incubator Kitchen. (Contact K-State Research and Extension—Douglas County to schedule: 785-843-7058.)
- ❑ Complete and sign the Culinary Commons Incubator Kitchen application (see below).
- ❑ Provide a current copy of your business’s [Food Establishment License or Food Processing License](#), if applicable, from the Kansas Department of Agriculture.
- ❑ Determine need for general liability insurance coverage and follow appropriate steps. *(Note: Douglas County provides two levels of use for the Culinary Commons Incubator Kitchen—one that requires **general liability insurance** and one that does not. **Neither level includes coverage for product liability insurance.**)*
 - **Usage 24 or fewer times per year**, the County’s general liability coverage will cover your use. However, the County’s insurance provider reserves the right to seek payment for damages should an accident occur.
 - **Usage more than 24 times per year**, you must provide a certificate of insurance showing current **comprehensive general public liability** coverage with respect to the Douglas County Culinary Commons Incubator Kitchen, having limits of liability for bodily injury, death and property damage of not less than a combined single limit of \$1,000,000 per occurrence, with \$2,000,000 total coverage. This certificate of general liability insurance must list Douglas County as additional named insured.

Upon receiving a completed application and all associated fees and documents, Douglas County staff will review. Approved applications will be asked to sign a Culinary Commons Incubator Kitchen Agreement that will be valid for one year.

Culinary Commons Policies and Procedures

Making a Reservation

The Culinary Commons Incubator Kitchen is leased only to approved and compliant clients. Priority is given to contracted vendors and standing reservations, allowing our clients to establish a regular schedule. New and additional reservations are handled on a first-come, first-served basis. (Clients requiring high frequency use can work with the KU Small Business Development Center and K-State Research and Extension—Douglas County to find a more appropriate location.)

Once the application is approved, clients may start requesting reservations via the Fairgrounds Web Portal by going to www.douglascountyks.org/fairgrounds. *A reservation is not finalized until a Rental Agreement, applicable licenses, proper insurance, and rental fees are received by the Douglas County Maintenance Department (see above).*

Rental

Based upon availability, the Culinary Commons Incubator Kitchen can be rented Monday through Friday on a first-come, first-served basis. The time blocks for rental are: Block 1 (8:00 a.m. – 2:00 p.m.), and Block 2 (4:00 p.m. – 10:00 p.m.).

The rental fee is \$50 per block or \$100 for a full day. The maximum consecutive rental time period is two full days. The maximum number of reservations allowed in a calendar year (starting January 1st and ending December 31st) is 50. Prices include use of the space, major kitchen equipment, small wares, utilities and cleaning supplies.

No reservation will be accepted more than six (6) months in advance of the event or activity.

Changes to Rental Agreement

Changes to the Rental Agreement must be agreed upon at least two weeks prior to rental and are up to the discretion of Douglas County Management.

Rental Fee Payment

Initial Payment

First time Culinary Commons Incubator Kitchen clients must submit the following items at least two weeks in advance of their initial use of the kitchen:

- Rental fee
- Signed Rental Agreement

The Culinary Common's fees and Agreement must be delivered in person or by mail to the Douglas County Maintenance Department (see above). Payments can be made as cash, check or card. Failure to deliver these items to the Maintenance Department within the 2-week period will result in forfeiture of all rental rights and fees, including access to the Fairgrounds.

Repeated Use

Subsequent rental payments must be received in advance of scheduled rentals, as agreed upon with Douglas County Maintenance staff. Regular kitchen clients can seek to establish a blanket agreement for a year in duration to cover recurrent or subsequent rentals.

Overage Time

Any overage of time beyond the check-out time will be billed at a rate of \$45.00 an hour, with a one hour minimum.

Returned Checks

If your check is returned, there will be a \$35.00 return check fee and any further payments shall be required in form of a check, cash, or money order. Return check fee may be taken from rental deposit or paid in advance of subsequent rental.

Damage

By submitting an application and using the Culinary Commons Incubator Kitchen, the client agrees to pay for any and all damage done to property, facilities, fixtures or grounds occurring during the time period of the client's use, but only to the extent resulting from client's negligent

or willful act or omission, or the negligent or willful act or omission of the client's officers, agents, employees, guests, patrons, or invitees. If Douglas County pursues legal remedies available for collection of debt, the applicant agrees to pay all costs of collection efforts, including but not limited to attorney fees and court costs. Damage includes theft of any property owned by Douglas County that is made available for use in the Culinary Commons Incubator Kitchen.

Cancellation Policy

Notice of cancellation is required within 72 hours of reservation in order to receive full refund. If a client is a no call/no show 3 or more times, Fairgrounds management reserves the right to cancel any future reservations. Failure to comply with this contractual obligation will result in forfeiture of any and all rental fees paid to date for the associated reservation.

Disallowed Site Uses

The Culinary Commons Incubator Kitchen, when rented as a shared-use kitchen for entrepreneurs and small business owners, is for **production purposes only**—such as food cooking and preparation for catering events or food processing. Sales of food and products produced in the Kitchen must happen at **off-site retail locations** or immediate service at approved events.

On-site vending is only allowed when associated with a pre-approved major or special event happening in conjunction with Building 21 rental, the Community Arena, the Open Pavilion, or the Flory Meeting Hall Rentals, such as concessions at the Douglas County Fair and auctions. Clients must seek approval from Douglas County Maintenance Department before conducting any sales from the Culinary Commons Incubator Kitchen, Building 21, or elsewhere on the Fairgrounds property. Failure to comply with this policy will result in temporary or permanent revocation of the client's approved application.

Kitchen Equipment

The client has exclusive use of this equipment for the time reserved. To make use of the small wares in the security storage unit or locked cabinets, contact Fairgrounds Maintenance Crew to unlock at (785) 393-8130. Clients will find the following items in the kitchen:

- 60" Electric Range with 6 burners and 24" griddle
- One Electric Convection Oven
- One Electric Tilting Kettle, Steam Jacket Design, 25-gallon capacity
- One Commercial Microwave Oven, 1000 watts
- One 20 qt. Food Mixer

- One 54” Refrigerator
- One 27” Freezer
- One 48” x 18” Pan Prep Table
- One Three Compartment Sink
- One Hand Sink
- One Dish machine
- One Soiled Dishtable (with food disposal)
- One Ice Maker
- Two One-Compartment Sinks (one with food disposal and sprayer)
- Five Stainless Steel Work Tables
- One Mobile Bun Pan Rack
- Wire Storage Rack
- One Security Storage Unit (filled with small wares – must be granted permission to use).
- A notebook with the Equipment Owners’ Manuals (available upon request).
- A restroom and a cleaning supply closet is located directly north of the kitchen

The Culinary Commons Incubator Kitchen does not provide on-site storage units.

Kitchen Tour

A tour of the kitchen space (693.25 sq. ft.) is required **prior to rental**, so you know if the space meets your needs and are introduced to food safety and state food business licensing topics. To schedule a tour, contact K-State Research and Extension–Douglas County at (785) 843-7058.

What to Bring

Clients should bring all small wares such as utensils and scales, cookware, bake ware and disposable items, such as plastic wrap, foil, sheet pan liners, towels, test strips etc. It is the responsibility of each client to bring their own ingredients. *No personally-owned or rented gas fired appliances will be allowed in the culinary commons kitchen.*

Cleaning and Supplies

Each client is responsible for cleaning the kitchen as part of their kitchen use including all countertops, cabinets, equipment, tables and floors. The Culinary Commons Incubator Kitchen will supply all the necessary cleaning supplies. A trash dumpster is located east of Building 21.

All clients are required to empty their trash from the kitchen. If the kitchen is not clean upon inspection after client use, a cleaning charge of \$45 per man hour will be charged.

Kitchen Access & Orientation

The Douglas County Maintenance Department will be responsible for unlocking and locking the kitchen. Douglas County Maintenance Staff will provide an orientation when opening the kitchen for a client's first rental to cover basic use procedures. Please call a Fairgrounds Crew member to lock and unlock the kitchen at 785-393-8130.

Rental Check-out

All kitchen clients must contact a Fairgrounds Crew member to check-out at the end of the rental time period. Client is responsible for the kitchen and its contents and any damage that may occur until they check out with the Fairgrounds Crew.

Helpful Information

For information on obtaining a [Food Establishment License or Food Processing License](#), contact:

Kansas Department of Agriculture
Division of Food Safety and Lodging
(785) 296-5600
http://www.ksda.gov/food_safety/

Note: Once licensed, all food products that are produced for public consumption must be produced in the Culinary Commons kitchen (or other KDA-approved commercial kitchen). It is unlawful to produce foods in a private home kitchen for sale to consumers (including farmers markets), or for distribution to other business entities such as food establishments, food warehouses and other food processing plants. KDA will communicate with the Culinary Commons kitchen management to ensure licensed operators are returning on a regular basis to produce their products.

For a full listing of resources and helpful information, visit
www.douglascountyks.org/culinarycommons/welcome



Culinary Commons Incubator Kitchen Application

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Lawrence, KS 66044-2981
(785) 832-5296 Fax (785) 832-5262
fairgrounds@douglascountyks.org

In addition to the application below, please indicate that you have completed the following:

- Review Culinary Commons Incubator Kitchen Policies & Procedures.
- Review [Douglas County Fairgrounds Policies](#) and submit [Fairgrounds Agreement](#).
- Tour of the Culinary Commons Incubator Kitchen with K-State Research & Extension—Douglas County staff.
- Provide current copy (if applicable) of all Kansas Department of Agriculture food and production licenses (*Note: Culinary Commons Incubator Kitchen dimensions are 693.25 sq. ft.*)
- Provide current copy of Certificate of Insurance (if use the kitchen more than 24 times/yr)

Date of Application: _____

Applicant Name: _____

Company Name: _____

Address: _____

Phone: _____ Alt Phone: _____

Email: _____

Product & Service Description:

What is the desired use of the Culinary Commons Incubator Kitchen?

Where will this product be distributed? *(NOTE: The Culinary Commons Incubator Kitchen is for **production purposes only**. Sales must happen at off-site retail locations. On-site vending will only be allowed when associated with an approved major or special event happening in conjunction with previously approved Fairgrounds rental.)*

How often are you interested in using the Culinary Commons Incubator Kitchen (daily, weekly, monthly, yearly, seasonally)? Please explain.

How many employees will be working with you in the Culinary Commons Incubator Kitchen? If so, do you have workers' compensation insurance to cover these employees?

Culinary Commons Incubator Kitchen Agreement

In consideration for and as a condition of the use of the above stated facilities, applicant agrees to indemnify and hold harmless Douglas County, its elected officials, employees, and agents, against any and all claims, demands, causes of action, damages, costs and liabilities resulting from or caused by the use and occupation of the facility, including attorney fees incurred as a result of any indemnified claim, whether such use is authorized or not and whether arising from the negligent or willful act or omission of the applicant or any of its officers, agents, employees, guests, patrons, or invitees; and the applicant shall, at its sole risk and expense, defend any and all indemnified claims, actions or legal proceedings which may be brought against any of the indemnified parties, using attorneys reasonably acceptable to the indemnified parties..

By signing below, applicant verifies to have read and understood all policies, including the reservation procedure, disallowed site uses, and facility rental fees and agrees to abide by them.

Signature	Printed Name	Date
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Douglas County accepts the foregoing application, subject to the applicant's compliance with all policies, including the reservation procedure and rental fees.

Signature	Printed Name/Title	Date
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