

Conference & Education Center

at Victoria College's Emerging Technology Complex

7403 Lone Tree Road, Victoria, Texas 77905

361.580.3700

www.ConferenceInVictoria.com

CATERING PARTNER AGREEMENT

EFFECTIVE DATE: September 1, 2015

EXPIRES: August 31, 2016

BETWEEN Conference & Education Center at VC's Emerging Technology Complex ("CENTER") and
_____ ("CATERER")

WHEREAS, it has been determined by the CENTER that high standards for food and service must be established and maintained in the CENTER, and WHEREAS, to insure the satisfactory performance of those standards, it has been further determined that only those CATERERs who enter into this Agreement shall be allowed to cater food for events in the CENTER; NOW, THEREFORE, the Centers do hereby approve and authorize said CATERER to cater food for events in the CENTER subject to the following rights and conditions:

HIRING

CATERER may be hired by the CENTER or the facility's client.

The Conference & Education Center shall maintain a list of caterers who have entered into this Agreement and shall provide this list to all persons scheduling any event for which catering services may be needed, but shall not recommend any approved caterer over another similarly approved caterer. The CENTER reserves the right to promote and provide its own food and beverage services as part of its sales package.

Hiring by CENTER:

- CENTER will initiate a Request for Catering outlining event details. CATERER will sign confirmation and return.
- CATERER is a vendor of Victoria College. Payment by CENTER is initiated through a Purchase Order. CATERER invoices should include a detailed menu.
- The CENTER will confirm guest count 10 days in advance and will pay for the guarantee ordered.
- The CATERER shall comply with all standards, ordinances, laws, and regulations, which may regulate such service under this Agreement and shall secure all permits or licenses that may be required. The CATERER shall comply with all applicable laws and regulations concerning employment and non-discrimination. The CATERER, its agents and employees, being a support group for the CENTER's operations, shall practice good public relations while working at the CENTER.

Hiring by Client:

- Payment will be by agreement between CATERER and client. CENTER will have no responsibility for payment and will not mediate any disputes between CATERER and the client..
- CATERER will be considered a contractor of the client and must comply with all contractual agreements between the CENTER and client. It is the responsibility of the client to relay that information to the CATERER.

Whether hiring by CENTER or client, the CATERER shall be responsible for the conduct of its agents and employees during its service under this Agreement.

Further, whether hiring by CENTER or client, the CATERER, its agents or employees are expressly prohibited from consuming alcohol on the premises of the CENTER while providing catering services. The CENTER is a tobacco free facility and smoking is prohibited on all grounds and in parking lots, including electronic cigarettes.

REQUIRED DOCUMENTS

As a contractor/vendor of Victoria College, CATERER will be required to maintain, at all times, valid::

1. Food Establishment Permit issued by the Health Department
2. Health Department Inspection
3. Policy or policies of insurance evidencing the insurance coverage required by attached Victoria College guidelines.
4. *If applicable*: TABC license and liquor liability policy naming Victoria College as additional insured.

On the execution hereof, the Caterer shall provide to CENTER copies of current Food Establishment Permit, Health Department Inspection, TABC license, and Certificates of Insurance evidencing coverage required by attached Victoria College guidelines, naming the CENTER and VICTORIA COLLEGE as additional insureds and providing for at least 30 days advance notice prior to cancellation or amendment. Thereafter, it is the Caterer's responsibility to send to CENTER new copies of such permits and licenses as they are renewed, but not less often than annually.

FACILITY & EQUIPMENT

The CENTER has a catering kitchen permitted by the Victoria County Health Department. The CENTER also has two small kitchen areas adjacent to our pre-function spaces with sinks and counters.

The catering kitchen is equipped with three stainless steel prep tables, a commercial refrigerator, a freezer, a commercial ice maker, a commercial warming oven, a three compartment sink, commercial coffee brewers (Starbucks coffee), a commercial tea brewer (Tazo Tea), and a microwave.

The CENTER shall be responsible for setting up and removal of tables and chairs for the function and maintenance of kitchen equipment.

It shall be the responsibility of the CATERER to clean the kitchen, kitchen equipment, including but not limited to scrubbing all counter and table tops, sink areas, and equipment used in the course of service.

The CATERER shall also remove and place in the CENTER's dumpsters all trash and food scraps generated by the event that was catered.

SERVICE

When working for the CENTER, the following are service expectations:

- We advertise to our clients that we proudly serve the Starbucks brand. That includes not only coffee, but also the Tazo Tea line. As a result, when catering services are booked through the CENTER, the CENTER will provide all coffee and tea. We kindly ask that you brew all coffee and tea onsite using our inventory & equipment. If you need assistance with the machines or would like us to start them prior to your arrival let us know.
- CENTER will provide buffet tables and linens.
- Unless otherwise discussed, CATERER should provide all disposable dinnerware, utensils, and drinkware.

For uniformity of our guest experience:

- plates – clear for breakfast, appetizers, and dessert; faux china with a silver rim for lunch and dinner;
- utensils – silver plastic
- drinks – heavy clear plastic
- napkins – white dinner.

If a client books catering services directly through CATERER

- CATERER will be responsible for providing their own coffee and tea.
- CENTER will provide buffet tables and linens.
- Client will be charged a kitchen use fee for hours CATERER is on site.

The CENTER shall have the right at all times to inspect the food and food products provided in the CENTER and to reject any such products which are determined that do not comply with the terms of this Agreement. The CENTER shall also have the right at all times to inspect all equipment, material, service, wares, and utensils to ascertain proper state of repair, adequate quantities, and appropriate quality, whether these items are supplied by the CENTER or the CATERER.

No signs, posters, lithographs, cards, banners, plaques, displays, or other similar materials used for advertising purposes shall be installed, posted, located, or maintained by the CATERER upon the premises, nor shall there be any solicitation on the premises without the written approval of the CENTER.

CATERER and their service staff will wear black shirts and either black or khaki pants while in public event areas.

INDEMNITY

THE CATERER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CENTER, VICTORIA COLLEGE AND ITS BOARD OF TRUSTEES, AND ALL OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND EACH OF THEM (COLLECTIVELY "THE INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, JUDGEMENTS, DAMAGES, COSTS

AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) OF ANY KIND, NATURE, OR DESCRIPTION, FOR BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHERWISE, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR INCURRED IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES PROVIDED FOR HEREIN, IN REQUEST FOR CATERING OR IN AGREEMENT BETWEEN CLIENT AND CATERER, WHETHER CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CATERER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS, OR ANY AGENT, EMPLOYEE, OR OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTY INDEMNIFIED HEREUNDER. THE OBLIGATIONS OF CATERER UNDER THIS INDEMNIFICATION SHALL APPLY TO LIABILITIES EVEN IF IT IS ALLEGED OR PROVEN THAT THE INJURY OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CENTER OR ANY OTHER INDEMNITEE. IT IS THE INTENTION OF THE PARTIES HERETO THAT CENTER AND OTHER INDEMNITEES ARE BEING INDEMNIFIED FOR THEIR OWN NEGLIGENCE AND THAT THIS INDEMNITY PROVISION SATISFIES THE EXPRESS NEGLIGENCE RULE.

SIGNED:

Representative Signature _____ Date _____

Caterer _____

Address _____

City _____ State _____ Zip _____

Business Phone _____

Cell Phone _____

email _____

VICTORIA COLLEGE
OUTSIDE CONTRACTOR INSURANCE REQUIREMENTS

TYPES	DESCRIPTION	LIMITS
General Liability	General Aggregate	\$1,000,000
Commercial General Liability	Products - Com/or Agg	\$1,000,000
Claims Made Occur	Personal & Adv. Injury	\$1,000,000
Owner's Contractor's Protection	Each Occurrence	\$1,000,000
	Fire Damage (Any one fire)	\$ 50,000
	Med Expense (Any one person)	\$ 5,000
Automobile Liability	Combined Single Limit	\$1,000,000
Any auto	Bodily Injury	
All Owned Autos	(per person)	
Scheduled Autos	Bodily Injury	
Hired Autos	(per person)	
Non-Owned Autos	Property Damage	
Garage Liability		
Umbrella Form - Excess Liability		
State the limits that your company carries		
Worker's Compensation and Employer's Liability	<u>Statutory</u> Each accident	\$ 500,000
	Disease-Policy Limit	\$ 500,000
	Disease-Each employee	\$ 500,000
Liquor Liability	Common Cause	\$1,000,000
	Aggregate	\$2,000,000

The insurance requirements, as previously listed, also apply to any sub-contractor(s) in the event that any work is sublet. The vendor is responsible to insure that the sub-contractor's meets the minimum insurance requirement limits according to law. The vendor is required to submit with the offer a certificate of insurance for the previously listed insurance requirements.

1. Should any of the described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Victoria College.

2. The vendor shall be required to waive all right of subrogation against the College, its officials, employees and volunteers for losses arising from work performed by the vendor.

3. The vendor shall be required to hold the College harmless from, and indemnify it against, all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of the vendor or failure of the vendor to perform any work or obligation provided for in this agreement.