

# 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, 2016

EXPIRES: August 31, 2017

BETWEEN Victoria College Emerging Technology Complex ("COMPLEX") and  
\_\_\_\_\_ ("CATERER")

*WHEREAS, it has been determined by the COMPLEX that high standards for food and service must be established and maintained in the COMPLEX, 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 COMPLEX; NOW, THEREFORE, the Centers do hereby approve and authorize said CATERER to cater food for events in the COMPLEX subject to the following rights and conditions:*

### HIRING

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

The Emerging Technology Complex 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 COMPLEX reserves the right to promote and provide its own food and beverage services as part of its sales package.

Hiring by COMPLEX:

- COMPLEX will initiate a Request for Catering outlining event details. CATERER will sign confirmation and return.
- CATERER is a vendor of Victoria College. Payment by COMPLEX is initiated through a Purchase Order. CATERER invoices should include a detailed menu and date of event..
- The COMPLEX 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 COMPLEX's operations, shall practice good public relations while working at the COMPLEX.

#### Hiring by Client:

- Payment will be by agreement between CATERER and client. COMPLEX 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 COMPLEX and client. It is the responsibility of the client to relay that information to the CATERER.

Whether hiring by COMPLEX or client, the CATERER shall be responsible for the conduct of its agents and employees during its service under this Agreement. The CATERER shall comply will all posted signage and practice superior food service / food handling standards.

Further, whether hiring by COMPLEX or client, the CATERER, its agents or employees are expressly prohibited from consuming alcohol on the premises of the COMPLEX while providing catering services.

The CATERER, its agents or employees are **prohibited from consuming food and beverages in the catering kitchen**. If you would like us to set a table and chairs for the catering staff in our back of house area, please let us know.

The COMPLEX 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 COMPLEX 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 COMPLEX 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 COMPLEX new copies of such permits and licenses as they are renewed, but not less often than annually.

#### FACILITY & EQUIPMENT

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

The catering kitchen is equipped with a hand washing sink, a mop sink, three stainless steel prep tables, a commercial refrigerator, a freezer, a commercial ice maker, a commercial warming oven, a three compartment sink, two rolling coolers, and a microwave.

The COMPLEX shall be responsible for the set 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 COMPLEX's dumpsters all trash and food scraps generated by the event that was catered.

### SERVICE

When working for the COMPLEX, 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 COMPLEX, the COMPLEX will provide all coffee and tea.
- COMPLEX will provide buffet tables and linens.
- COMPLEX maintains a small supply of service and display ware. If CATERER needs additional equipment, please visit with the COMPLEX staff.
- Unless otherwise discussed, CATERER should provide onsite service personnel, 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.
- COMPLEX will provide buffet tables and linens in consultation with the client.
- Client will be charged a kitchen use fee for hours CATERER is on site.

The COMPLEX shall have the right at all times to inspect the food and food products provided in the COMPLEX and to reject any such products which are determined that do not comply with the terms of this Agreement. The COMPLEX 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 COMPLEX 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 COMPLEX.

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

#### ALCOHOL SERVICE

Victoria College alcohol service policy requires that alcohol served on premises be done by a licensed, insured caterer. When alcohol for a host bar is served, CATERER shall be responsible for instructing the staff in the proper procedures in handling alcoholic beverages as mandated by the Texas Alcoholic Beverage Commission. Servers must be 18 years of age or more. The CATERER is also responsible for making his servers aware of the penalties for disobeying these laws, included but not limited to serving the intoxicated and serving minors.

Victoria College shall have the right at any time to require that caterer, or others, stop serving alcoholic beverages to an intoxicated person or may require a server to check an identification.

Servers are not allowed to consume alcoholic beverages at any time while on Victoria College premises.

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

1. Policy or policies of insurance evidencing the insurance coverage required by Victoria College guidelines, including host/liquor liability. The Certificate of Insurance should have the liquor clause called out specifically.
2. Valid TABC certificates for all service personnel.

#### INDEMNITY

THE CATERER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPLEX, 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 COMPLEX OR ANY OTHER INDEMNITEE. IT IS THE INTENTION OF THE PARTIES HERETO THAT COMPLEX AND OTHER INDEMNITEES ARE BEING INDEMNIFIED FOR THEIR OWN NEGLIGENCE AND THAT THIS INDEMNITY PROVISION SATISFIES THE EXPRESS NEGLIGENCE RULE.

SIGNED:

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Representative Signature

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Date

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Caterer

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Address

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City

State

Zip

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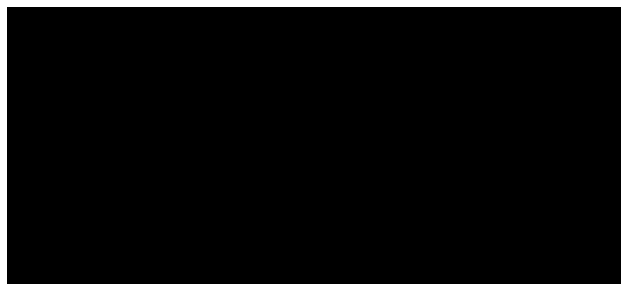
Business Phone

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Cell Phone

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### OUTSIDE CONTRACTOR INSURANCE REQUIREMENTS

TYPES	DESCRIPTION	LIMITS
General Liability	General Aggregate	\$2,000,000
Commercial General Liability	Products - Com/or Agg	\$2,000,000
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.