

## CATERING AGREEMENT

Middlebury College Middlebury, Vermont

This Catering Agreement (the "Agreement") is entered into on \_\_\_\_\_, 20\_\_\_\_, between the President and Fellows of Middlebury College ("College") and \_\_\_\_\_("Caterer") for the purpose of allowing Caterer to provide catered food service on the College's main campus and at the College's Snow Bowl and Bread Loaf campuses from July 1, 20\_\_\_\_, through June 30, 20\_\_\_\_ (the "Term"). The length of this contract is 1 year and is renewable yearly.

1. Caterer Information. Name: Address:

Telephone Number: Tax Identification Number:

2. Inclusion on the College's Approved Catering List. By the execution and delivery of this Agreement and Caterer's compliance with other terms of its application, Caterer will be included on the College's list of approved caterers authorized to provide catering services at College functions on the College's campus. This Agreement sets forth the terms and conditions applicable to Caterer's provision of its services, and compliance with this Agreement is a requirement for Caterer to remain in good standing as a College-approved caterer. Prior to inclusion on the College's list of approved caterers, Caterer must complete the Caterer application; pay the Caterer Fee (described below); provide a signed copy of this Agreement, a current Vermont Department of Health license, and a copy of Caterer's most recent Vermont Department of Health inspection complete with score; and, if Caterer desires to provide alcohol service on campus, hold and provide a copy of a valid Vermont Department of Liquor Control caterer's license. The College may refuse to include a caterer on the approved list and may terminate a Catering Agreement and remove a caterer from the approved list at any time and for any reason, or for no reason at all.

3. Caterer Fee. Caterer will pay to the College a nonrefundable fee of Seventy-Five Dollars (\$75.00) (the "Caterer Fee") within thirty (30) days of College's acceptance and execution of this Catering Agreement and forfeiture of Caterer's right to provide services on campus.

4. Event Planning. For each catered event, a College-designated event planner working in our Event Management office will coordinate all aspects of the event. All Caterer's communication, with regard to the event, must be routed through the customer to the event planner to the appropriate service department on campus. At no time will Caterer contact any service department or College scheduling staff directly. The customer (who booked the space and hired the caterer) is responsible for working through the events scheduling process to arrange for the appropriate facility for the event. At no time

will Caterer recommend the appropriate venue or attempt to reserve the venue for an event. Coordination of unlocking and locking buildings, media needs, and room set-up are strictly the responsibility of the event planner. Facilities Services, Dining Services, and Media Services will not be available to provide these services, and Caterer shall not contact any of these services directly.

5. Permitted Locations to Provide Services. Caterers in good standing are allowed to provide services anywhere on campus that Middlebury College does not conduct food service business, including at the Middlebury College Snow Bowl and at the Bread Loaf campus. No outside caterer is allowed access to the kitchen at Bread Loaf; however, it is possible to provide catering in the Barn, in the dining room, or outside on the campus grounds.

6. Access to Event Facilities. Caterer shall be responsible for making specific arrangements with the customer (person who hired them) regarding the appropriate time to access facilities for set-up and clean-up. At no time will Caterer begin set-up earlier than three (3) hours before an event. For all events, Caterer must complete clean-up no later than three (3) hours after the end of the event. Deviations from the set-up and clean-up timing must be handled on a case-by-case basis and must be coordinated through the customer and the event planner in the Events Management Office.

7. Event Set-Up/Clean-Up. Caterers will be required to set up rooms and function spaces with the tables and chairs provided, will be required to provide any necessary service items (cloths, dishes, glassware, and cooking equipment), and must leave the room "broom clean" before departure. It is expected that Caterer will confirm that all equipment and supplies that are to be provided by the College will be available for use in that venue. Any equipment for the event that is not related to catering (e.g., podium, technology, easels, etc.) will be arranged in advance by the event planner coordinating with the College representative assigned to the event. Requests for equipment less than seven (7) days in advance of the event may not be honored.

8. Parking Guidelines. Parking permits issued by the College's Department of Public Safety must be visible in Caterer's vehicles while parked at events. No vehicles will be permitted to park on grass or in landscaped areas. Engines in parked vehicles must be turned off at all times. Caterers must park in designated faculty/staff parking spaces.

9. Independent Contractor. Caterer is performing its catering services as an independent contractor and not as an employee, agent, partner, or joint venture with the College. It is understood and agreed that each party, together with its agents, servants, and employees, is at all times acting as an independent contractor, and that neither has any express or implied authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party. Caterer shall satisfy all tax and other governmentally imposed responsibility with regard to its own personnel, including, but not limited to,

payment of Social Security taxes, worker's compensation, self-employment taxes, and other payroll taxes related to the sale of its products, including state sales tax and meals tax.

10. Compliance with Applicable Laws and Regulations. Caterer agrees to comply with all applicable statutes, laws, ordinances, and regulations governing caterers and the sale of Caterer's products, including all applicable rules and regulations of the College's Office of Environmental Health & Safety and the Vermont Department of Health and/or Liquor Control. Failure to comply with the terms of this Agreement may result in the cancellation of this Agreement and forfeiture of Caterer's Fee. A caterer may reapply for inclusion to the Approved Catering List after a six (6) month suspension. Middlebury College reserves the right to deny or suspend any agreement in the event that the State of Vermont Department of Health inspection score falls below 85.

11. Liability. Caterer assumes responsibility for Caterer's equipment and the sale of its products. Caterer shall indemnify, demand, and hold the College and its trustees, officers, employees, students, guests, and agents harmless from and against any claim, injury, or damage arising from or related to Caterer's performance or failure to properly perform its catering services. Caterer understands that the College is not responsible for loss or damage to Caterer's property or goods. In no event shall the College be liable for any indirect, consequential, incidental, lost profits, or life expectancy damages arising out of this Agreement. Caterer must have general commercial liability insurance with Two Million Dollars (\$2 million) in blanket liability coverage. Caterer must include the College as an additional insured on such insurance and shall require that such insurance may not be cancelled or terminated without at least thirty (30) days' prior written notice to the College. This Section 11 shall survive termination of this Agreement.

12. Waste Disposal. Caterers are permitted to use College trash, recycling, and compost for waste resulting from the catered event. It is Caterer's responsibility to understand the appropriate method of disposal for items and follow that procedure for compost, recycle, and landfill with the Middlebury College environmental consciousness in mind. Waste receptacles may be requested through Event Management. It is the responsibility of the customer to request that the appropriate receptacles be present at the venue.

13. Assignment. This Agreement may not be assigned by Caterer. Any purported assignment shall cause immediate termination of this Agreement.

14. Force Majeure. Neither party will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes, or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

15. Use of College Name or Logo. Caterer will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the College or the name of any representative of the College in any sales promotion work or advertising, or any form of publicity, without the written permission of the College in each instance.

16. Governing Law; Forum. The laws of the state of Vermont shall govern the validity, construction, and enforceability of this Agreement. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Agreement shall be brought in the state courts located in Addison County, Vermont.

17. Entire Agreement. This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statements of its terms.

IN WITNESS WHEREOF, College and Caterer have executed this Agreement as of the date set forth above.

President and Fellows of Middlebury College:    Caterer:

By: _____	By: _____
Name:	Name:
Title:	Title:
Date: _____	Date: _____