**WELLESLEY COLLEGE**

**FULL SERVICE CATERING CONTRACT**

This Catering Service Contract (the “Contract”) is entered into on \_\_\_\_\_\_\_\_\_\_, 2013 between Wellesley College and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Caterer”) for the purpose of allowing Caterer to provide catered foodservice on the College’s campus from \_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_ (the “Term”) The length of this contract is six months.

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 Contract and Caterer’s compliance with the terms and conditions as outlined in Attachment A, 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 Contract sets forth the terms and conditions applicable to Caterer’s provision of its services and compliance with this Contract 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 provide a signed copy of this Agreement and a certificate of liability insurance. The College may terminate a Catering Agreement and remove a caterer from the approved list at any time and for any reason, or no reason at all.

**3. Pricing.** Wellesley College pricing shall be based on the Caterer’s published menu.

**4. Payment.** The College’s preferred payment methods are a Wellesley College ProCard (credit card), ACH, or a check issued net thirty days from receipt of invoice.

**5. Discount.** A 5% discount will be given for the food portion of full service catered events.

**6. Tax Exempt Status**. Wellesley College is exempt from Federal Excise Tax and Commonwealth of

Massachusetts Sales Tax if the meals are being used in the conduct of our exempt enterprise. The tax-exempt number of the College is #04-2103637.

**7.** **Terms and Conditions**. See Attachment A.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the dates set forth below in accordance with the terms attached.

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| **ON BEHALF OF WELLESLEY COLLEGE** | **ON BEHALF OF CATERER** |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

ATTACHMENT A

TO WELLESLEY COLLEGE CONTRACT

FULL SERVICE CATERING TERMS AND CONDITIONS

**These Catering Service Terms and Conditions consist of Articles 1 thru 21, inclusive, which expressly state the terms agreed between the parties and all attachments expressly made a part hereof (“the Contract”).**

1. **Term**. This is a Contract beginning on \_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_.
2. **Termination**. This contract may be terminated by Wellesley College or Caterer for any reason.
3. **Insurance**. Caterer is responsible for providing a current up to date copy of its Certificate of Insurance to the Wellesley College Purchasing Department. Certificates can be sent to jcheng2@wellesley.edu or mailed to:

Wellesley College

Purchasing Department

106 Central Street

Wellesley, MA 02481

Wellesley College should be named as the certificate holder. The following minimum insurance standards shall apply.

Minimum Insurance Requirements:

1. General Liability in an amount not less than $2,000,000 per occurrence, $2,000,000 aggregate, and include bodily injury, personal injury and property damage
2. Liquor Liability (if alcohol is to be served) in an amount not less than $1,000,000 per occurrence, $1,000,000 aggregate, including liquor legal liability
3. Automobile Liability in an amount not less than $1,000,000 per occurrencefor injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than $1,000,000 for each accident and property damage insurance in an amount of not less than $1,000,000
4. Workers’ Compensation Insurancethat meets Massachusetts Statutory Requirements and Employers Liability of $100,000 bodily injury each accident, disease and aggregate. The policy shall be endorsed with a *waiver of subrogation* for all work performed by Caterer, its employees, agents and subcontractors in favor of Wellesley College.

e. Amendatory Endorsement to the Liability Policies above must also contain the following additional insured language:

i. “Wellesley College and each of their trustees, employees, officers, agents, related entities and duly authorized volunteers individually and collectively are named additional insured.”

 f. Carrier Financial Strength: All insurance carriers must meet a minimum financial rating of A.M. Best’s

 “A- / IX”.

g. Cancellation or Notice of Non-Renewal: All insurance carriers must provide a minimum notice of

 cancellation or non-renewal to the Additional Insured of no less than 30 days.

1. **Events Serving Alcohol**.
2. Required Permits, Licenses, Registrations: For services including alcohol, Caterer warrants, represents, and agrees that Caterer and all individuals assigned to provide Services will obtain and maintain, at Caterer’s own cost, any and all approvals, licenses, filings, registrations and permits required by Massachusetts state and any other applicable authority legal requirements.
3. Certified Training: Caterer will require that all employees serving alcoholic beverages in completion of the Services have prior TIPS certified alcohol server training and provide proof of training at each function.
4. **Labeling Requirement**. In an effort to enhance the safety of the Wellesley College community and our guests, all Full Service Caterers serving food at College events on campus must label all food items with known allergen-containing ingredients. Food selections must have proper identification cards (12pt font or larger) displaying the name of the dish and listing any ingredients of known allergens such as milk, eggs, peanuts, tree nuts (such as almonds, cashews or walnuts), seafood, soy and wheat.
5. **Waiver and Release of Liability**. Full Service Caterer releases and agrees to fully hold harmless and indemnify, to the fullest extent permitted by law, Wellesley College, its trustees, officers, employees, students, and agents from any and all claims or liabilities incident to or arising out of the Full Service Caterer’s involvement in any way in preparing, catering and providing food services on the Wellesley College campus, or for a Wellesley College sponsored event off campus.
6. **Permits.** The Caterer shall, without additional expense to Wellesley College, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Caterer shall also be responsible for all damages to persons or property that occur as a result of the Caterer's fault or negligence and shall indemnify and hold Wellesley College harmless from and against all damages and liability which may arise out of failure of Caterer to secure and pay for any such licenses or permits or to comply fully with any and all applicable Federal, State, and municipal laws, codes, and regulations.
7. **Subcontractors.** When the Caterer wishes to use, and Wellesley College approves, a subcontractor for any aspect of the provision of the Services, Caterer shall require the Subcontractor to agree to terms substantially similar to those included herein, especially those related to insurance and indemnification.
8. **Use of Wellesley College Name**. The Caterer will not use the Wellesley College name, or any acronym thereof, without Wellesley College’s prior written approval.
9. **Excusable Delay**. In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of the Caterer, the Caterer’s performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.
10. **Notice**. Any notice or communication required by this Contract shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed e-mail, addressed to the parties as set forth in the Contract.
11. **Status of Parties**. The Caterer is an independent contractor. This Contract is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. The Caterer agrees to fully cooperate with Wellesley College in its defense of the appropriateness of such status. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
12. **Third-Party Beneficiary**. There are no intended third-party beneficiaries to this Contract.
13. **Assignment and Subcontracting**. Except as to any payment due hereunder, this Contract may not be assigned or subcontracted by the Caterer without prior written approval of Wellesley College. In case such consent is given, it shall not relieve the Caterer from any of the obligations of this Contract and any transferee or subcontractor shall be considered the agent of the Caterer and, as between the parties hereto, the Caterer shall be and remain liable as if no such transfer or subcontracting had been made.
14. **Severability**. If any provision of this Contract is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
15. **Non-Waiver**. The failure of either party to require the performance of any of the terms of this Contract or the waiver by either party of any default under this Contract shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
16. **Modification of Contract**. Changes to the Contract must be in writing and signed by Caterer and Wellesley College.
17. **Applicable Law**. This Contract shall be governed by the laws of the Commonwealth of Massachusetts. Any legal actions whether state or federal brought to enforce this Contract shall be brought in the courts of Middlesex County in the Commonwealth of Massachusetts.
18. **Authority**. Both parties represent that each has the full authority to perform its obligations under this Contract and that the person executing this Contract has the authority to bind it.
19. **Entire Contract**. The Contract constitutes the entire agreement between Wellesley College and Caterer with regard to all matters herein and may be amended in writing only and signed by both parties.
20. **Equal Opportunity Employer.** Caterer hereby certifies that it is an Equal Employment Opportunity employer and that it complies with the provisions set forth in Executive Order 11246, as amended, and with all other applicable state and federal statutes and regulations that prohibit discrimination in the workplace, including, but not limited to Department of Labor regulations and the Rehabilitation Act of 1973,as amended. The contract clauses set forth at 41 CFR sec. 60-1.4 (a) and (b), 41 CFR. 60-1.7,41 CFR sec. 60-250.4 and 41 CFR sec. 60-741.4 hereby included and made a part of this agreement.

**END OF TERMS AND CONDITIONS OF CONTRACT**