**Caterer Contract**

# Whereas Cornell University (“Cornell” or “University”) desires to contract for cateringserviceswith

\_\_\_\_

\_\_\_\_ (includenameand address) (the “Caterer”) and whereas Cornell will pay goodand valuableconsideration for this service and the parties are prepared to deliver said service, now hereby beit known that the parties agree to the following terms and conditions:

1. The Caterer hereby agrees to release, indemnify, and holdharmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claimof any nature whatsoever arising out of or in any way related to your workat the University including any act or omissionof any third party (Rescue Squad, Hospital, etc.). The Caterer is considereda private-contractor and he/sheis not an employee of Cornell University.
2. The Catererfurther states that he/sheis cognizant of all the inherent dangers and risks involved in this activity including bodily injury. The Caterer agrees to performand dischargeall obligations as an independent contractor under any and all laws, whether existing or in the future, in anyway pertaining to the engagement hereunder, including but not limited to SocialSecurity laws, WorkersCompensation Insurance, Incometaxes or contributions, and Public Liability Insurance.
3. The Caterer understands that he/sheis subject to Cornell University regulations and policies, laws of the United States, and the laws of New York State (or any non-conflicting applicablestate law if the event is held outside of New York State), and that in the event of a violation of these, orbehavior whichis considered to be detrimental to students or the University, or forany otherreason in University’s solediscretion, the Universityshall havethe right to cancel this Contract without priornotice.
4. The Caterer understandsthat the University doesnot provideany Accident or Medical Insurance and that the Caterer is requiredto providehis/her own. The Caterer hereby agrees that he/she is financiallyresponsible for all such expenseswhatsoever. The Caterer must providea Certificate of Insurancein accordancewith the requirements published on [http://www.dfa.cornell.edu/procurement/suppliers/doing-business/insurance.](http://www.dfa.cornell.edu/procurement/suppliers/doing-business/insurance)

# The Caterer represents that in providing theservices under the terms of this Contract, he/sheis not infringing

on the property right, copyright, patent right, or any other right of anyoneelse; and if any suit is brought or a claimmade by anyone, that anything in connection with the ownershipor the presentation of said services is an infringement on the propertyright, copyright, orpatent right, caterers will indemnify the Universityagainst loss damage, cost, attorney’s feesor other loss whatsoever.

1. Any controversiesbetween the parties shall be resolved by the courts of the State of New York.
2. The University shall provide passes, if applicable, for all of caterer’s personnel who shall haveaccess to University facilities as necessaryfor said deliveryof services. No other passes will be honoredby the University. The Caterer shall furnish the University with a list of all personnel \_ weeks prior to the scheduled access time.
3. The Caterer agrees to abide by all laws of the State of New York (or the applicable state if the event is held outside of New York State), and the regulations and policies of Cornell University: this includes, but is not limited to: No smoking inside Universitybuildings and no consumption of Alcohol on the premises otherthan licensed facilities, as appropriate in any other facilities.
4. No audio or visual recordingof the event shall bemade without the priormutual written consent of the parties to this Contract provided only that notwithstanding the requirement Cornell University reserves the right to record the event for archival purposesonly and not forsale or commercial use.
5. Cornell shall beexcusedfromliabilityfor the failureor delayin performanceof an obligation under this Contract due to an event beyond its reasonablecontrol including, but not limited to, a fire, a flood, an explosion, an earthquake, a natural disasteror any otheract of God, as well as a pandemic, an epidemic, a recognizedhealth threat as determined by any federal, state or local government or quasi-governmental authority (including the federal Centers for Disease Control), civil unrest, a strike orlabor disturbance, war or threat of war, terrorismor a

threat of terrorism, a governmental or quasi-governmental order ordirectiveto “shelterin place”, or any other event, occurrence, order ordirectivesimilar to those enumerated above(each, a “Force Majeure Event”). A Force Majeure Event may also includea then-current order, policy, ruleor regulation imposedby CornellUniversity based upon the health and safety of its student body, faculty, staff and/or broadercommunity. Noticeof Cornell’s failure or delay in performancedueto a Force Majeure Event must be givento Caterer promptlybut no less than ten (10) days prior to the scheduled performance, though any such notificationmay be on shorternoticeif the circumstances and/orconditions givingrise to the Force Majeure Event occurwithin less than the aforementioned ten (10) day period. In such event, the parties may thereafter usediligent, good faith efforts to reschedule the services in a manner and on a date that are mutually agreeable.

1. The Caterershall removeall trash resulting fromthe catered event and leavethe premises in a clean condition.
2. The Caterer agrees to follow all New York State Department of Health and Tompkins County Health Department food preparation regulationsand/orany otherapplicable laws and regulations, including but not limited to the following: All foodmust be preparedin a Health Department approved facility with a cateringpermit. Caterermust have the correct equipment to hold and transport food at safe temperatures, complying with applicablestate and county health regulations.
3. The Catereragrees that no personnel will be allowed in any venueunless a representativeof Cornellis present. The Caterer agrees that the arrival anddeparturefromvenues will occurat the times stipulated by thefollowing contractual time schedules and that the service/statement of work shall consist of the following:

Event/Services Description (perattached caterer event proposal):

# Special Notations:

The Caterer shallbe prepared and ready to deliver precisely at: \_ AM/PM on \_ , 20\_\_\_\_ at an agreed uponpriceof $ \_\_\_as requested by \_\_\_\_\_ \_(authorized

Cornell representative). Any additional amount due to mutually agreed upon changes should beincluded in the final invoice. Payment shall be madeto Caterer within(i) Net 60 days after the receipt of invoiceif Caterer is receiving check payments, or (ii) Net 45 days afterthe receipt of invoice if Caterer is enrolled to receivedirect deposit payments, or (iii) Net 30 days after receipt of invoiceif Catereris registeredfor electronicinvoicing and direct deposit payments throughthe Automated Clearing House (ACH).

# Cornell University’s contract supersedes any otheragreement or terms.

1. The language of the contract should not be changed without authorization from University Counsel or Procurement Services. Unauthorizedchangeswill not be binding.
2. The parties understand that the terms of this Contract are legally binding and further certify that they are signing this Contract of their own freewill after carefully reading the same. This Contract may be executedin counterpart signatures.

# Tax Withholding for Domestic and Foreign Caterers. All payments from Cornell to Catererunderthis transaction

may be subject to tax withholding. Cornell reserves the soleright and discretion to withholdtax whereit believes it is requiredto do so underthe tax laws of any jurisdiction. By accepting this Contract, the Caterer is relinquishing all claims against Cornell for any amounts withheld and remittedby Cornell to a tax authority. It is the Caterer’s sole responsibility to provide Cornell with timely, complete, accurate, and legibleforms and/ordocuments necessary to claima reduction or elimination of withholding taxes (e.g., Form W-8BEN); Cornell reserves thesole right and discretionto make these determinations as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Caterer.

**Caterer Attestation**:

Are you currently, or in the last 12 months haveyou been, an employee, student, or student-employeeat Cornell University? Yes No

*Note: If the caterer answered “Yes” to theabovequestion, this Contractmust NOTbeutilized. Contactthe Tax Managerin the Division of Financial Affairs at**tax@cornell.edu.*

# By: \_\_\_ \_ \_\_\_\_ \_\_\_\_

Caterer Signature Name Printed Clearly Date

# By: \_\_\_ \_ \_\_\_\_ \_\_\_\_

Cornell University Unit Signature Name Printed Clearly Date

By: \_\_\_ \_ \_\_\_\_ \_\_\_\_

Cornell BSC Director/Designee Signature Name Printed Clearly Date

Please attach a signed copy of this form to any requests forpayment (i.e., purchaseorder or BSC procurement card).