## This Catering Agreement (“Agreement”) is entered into by and between:

Umpqua Community College

Attn: Chief Financial Officer ***and***

1140 Umpqua College Rd

Roseburg, OR 97470 Phone: \_ E-Mail:

(Hereinafter: “UCC”) (Hereinafter: “Caterer”)

Whereas, UCC desires to establish agreements with qualified and capable caterers to provide catering services to organizations and groups who host events on campus; and

Whereas, Caterer affirms their capability and agrees to meet the requirements outlined in this Agreement; and

Whereas, this Agreement covers the relationship between Caterer and UCC, and in no way constitutes a guarantee of purchase of goods and services, as caterer will enter into separate subsequent agreements for specific events;

Now, therefore, in consideration of the mutual promises hereinafter contained, the parties agree to the following terms and conditions:

## TERMS AND CONDITIONS

* 1. Term. The term of this Agreement is **from July 1, 2019** to **June 30, 2020** and will become valid upon signature of both parties.
  2. Renewal & Revisions: This Agreement will renew annually unless terminated as per 1.4, Termination.
  3. Organizational Changes: Any major change to the Firm’s organization or Staffing shall be reported to UCC within 30 days of such a change taking place.
  4. Termination. This Agreement may be terminated, at any time, by mutual consent of both parties; by UCC upon 30-days’ written notice; by failure of Caterer to meet all requirements outlined in Sections 2.5, 2.6 and 2.7 of this Agreement; or by a breach of any of the terms, conditions, or general provisions of this Agreement.
  5. Financial Considerations. Caterer will pay a facilities fee equal to 5% of the total invoice. Caterer will provide a copy of the invoiced amounts to UCC in addition to a check payable to UCC Accounting and Finance no later than 30 days past the date of the event. If Caterer fails to provide an invoice within this time, UCC may, at its sole discretion cancel the agreement with the Caterer.
  6. Caterer Mandatory Requirements.
     1. Caterer must possess a full service catering license and be approved for service in Douglas County, Oregon. A copy of the catering license must be on file with the UCC Special Events department.
     2. Caterer shall obtain, prior to providing service(s), a Douglas County Temporary Restaurant License and provide a copy to the UCC Special Events Department for each event open to the public.
     3. Caterer agrees to set up, and take down food for each event. Caterer agrees to provide servers to serve the food and to maintain cleanliness of the server tables.
  7. Caterer Alcohol Service Requirements.
     1. Southern Oregon Wine Institute (SOWI) is the only provider of alcoholic beverages at UCC. Only Beer and Wine service is allowed at the Venue(s) on a permit basis per event. Alcohol service is restricted to approved areas/event spaces in the facilities. ***Hard alcohol service is not permitted.*** All requests to serve alcohol will be handled by SOWI.
  8. Caterer Additional Requirements.
     1. Caterer is responsible for food clean-up, including cleaning of all UCC equipment used, placing all recyclable items in proper recycle bins, and replacement of all furniture that has been moved. Caterer is responsible for removal of all leftover foods, serving items, and trash immediately following the conclusion of an event.
     2. At the discretion of UCC, Caterer may be responsible for providing servers at open events held in the event spaces to include: Danny Lang Teaching, Learning and Event Center, Jacoby Lobby, and Murphy Student Center Dining room.

## GENERAL PROVISIONS

* 1. Non-Exclusivity. UCC may, at its sole discretion, enter into substantially similar Catering Pool Agreements with other Caterers.
  2. Independent Contractor. UCC and Caterer are independent contractors and not partners, joint venture, or principal and agent.
  3. Site Use In the course of this Agreement, if the Caterer is contracted to provide service(s), the following will apply:
     1. Caterer agrees to fully abide by all UCC rules for the facility and campus which are hereby incorporated by reference. While acting under this Agreement, Caterer shall comply with generally-accepted community standards of good taste, and the determination of UCC will be conclusive on this issue.
     2. UCC reserves the right to deny access to the Venue by removing the Caterer from the campus at any time prior to, or during the event if the guidelines of this Agreement, are not adhered to, of if Caterer’s actions threatens the safety of people or property. UCC does not relinquish its rights to control the management and operations of the premises, including its right to enforce all applicable rules, laws and ordinances.
  4. Compliance with Applicable law. Caterer agrees to comply with all federal, state, county, and local laws, ordinances, and regulations, applicable to the work to be done under this Agreement. Caterer further agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
     1. The use of tobacco and nicotine containing products, including any smoking device or inhalant delivery system, is prohibited on the UCC campus except for designated smoking areas in accordance with Board Policy 308, Use of Tobacco, and Administrative Procedure 308, Smoking and Use of Tobacco.
  5. Governing Law: This Agreement will be governed and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law principles thereof. Any action or suite brought by the parties relating to this Agreement will be brought and conducted solely and exclusively in the Circuit Court of Douglas County for the State of Oregon.
  6. Insurance and Indemnification: Caterer will obtain, at Caterer’s expense, prior to performing under this Agreement and shall maintain in full force throughout the duration of the Agreement the following insurance:
     1. Commercial General Liability. Commercial general liability, covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis, with limits of at least $1,000,000 per occurrence, and $2,000,000 aggregate.
     2. Automobile Liability. Automobile liability insurance, covering all owned, non-owned, or hired vehicles coverage limits shall not be less than $2,000,000 combined single limit per occurrence.
     3. Caterer shall provide UCC a Certificate of Liability Insurance as proof of the required coverage.
     4. In the event that Caterer breaches this Agreement by failing to obtain the insurance required under this section, Caterer shall be held financially responsible for any and all liabilities. Caterer’s failure to obtain insurance shall not affect Caterer’s liability.
  7. Indemnification. Caterer shall indemnify, defend and hold harmless UCC, its officers, agents, employees, and the board of education members from all claims, suits, or actions of any nature resulting from the activities and services of Caterer, its officers, employees.
  8. Non-discrimination. Neither Party, in compliance with state and federal laws and regulations, does not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of its policies, procedures, or practices.
  9. Assignment. This Agreement is non-assignable and non-transferrable.
  10. Merger. This Agreement, and all attached exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, representations, prior discussions and preliminary agreements. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement will bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the last date(s) written below.

## By Umpqua Community College: By Caterer:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Natalya Brown | Date |  | {INSERT NAME} | Date |
| Chief Financial Officer |  |  | {INSERT TITLE} |  |

**Exhibits** (Incorporated by reference):

**Catering Agreement - Exhibit A**

**CATERER PUBLIC INFORMATION DISCLOSURE**

*This information will be displayed publically on the UCC web site to allow departments, organizations and clubs to contact you to purchase catering services during the course of this Agreement.*

*Your information can be viewed at any time by visiting:* [https://www.umpqua.edu/catering.](https://www.umpqua.edu/catering)

Caterer Name (DBA):

Contact Person: Last Name First Name MI

Address: Street Address Suite # (if applicable)

City Zip

Phone:( ) Email:

Fax: ( ) Website:

OLCC License No.: Expiration Date:

Brief description of company (for potential use in promotional materials):

**Catering Agreement - Exhibit B**

**CATERING SERVICE PROVIDER CHECKLIST**

*This information will not be made public, but will be used in the evaluation process to assess the Provider’s qualifications.*

Attach the following documents/proofs and submit along with your signed Agreement.

1. Current and signed W9, Federal Tax Form.
2. Proof of Insurance, as compliant with the terms of the Agreement.
3. All governing Licenses allowing your Frim to operate in the State of Oregon and Douglass County and offer Catering or other Food related Services.
4. All applicable Certifications for your Firm and its Staff who would be likely to work an event on College Property.
5. References from at least 2 Event Organizers you’ve worked with in the past 12 months. Include Organizer name, phone number and email contact address.

1.

2.