

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 foodservice 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, Caterer must hold and provide a copy of a valid Vermont Department of Liquor Control Caterers 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 no reason at all.
3. **Caterer Fee.** Caterer will pay to the College a nonrefundable fee of Seventy Dollars (\$70.00) (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 will coordinate all aspects of the event through the College’s Events Scheduling & Information Office. All Caterer’s communication, with regard to the event, must be routed through the Event Planner to the appropriate service department on campus. At no time will the Caterer contact any service department or College scheduling staff directly. The Event Planner is responsible for working through the events scheduling process to arrange for the appropriate facility for the event. At no time will the 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.
- 6. Access to Event Facilities.** Caterer shall be responsible for making specific arrangements with the Event Planner regarding the appropriate time to access facilities for set-up and clean-up. At no time will the 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 Event Planner and approved by the College's Events Scheduling & Information 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 the Caterer will confirm that all equipment and supplies that are to be provided by the College will be available for the 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, workers 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 College's 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.
- 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 the 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 like expectancy damages arising out of this Agreement. Caterer must have general commercial liability insurance with a two-million (\$2,000,000) dollar 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 a thirty (30) days prior written notice to the College. This Section 11 shall survive termination of this Agreement.

- 12. Trash Disposal.** Caterer will not be permitted to dispose of surplus or spoiled products or other trash on College property. No trash cans or receptacles will be provided. If Caterer is caught using dumpsters on campus, it may be subject to immediate termination of this Agreement.
- 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 locate 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
Middlebury College**

Caterer:

By: _____ **By:** _____

Name:

Name:

Title:

Title:

Date: _____ **Date:** _____

CATERING APPLICATION

1. Catering Information.

Name:

Address:

Telephone Number:

Tax Identification number:

2. Copy of Licenses:

- a. Catering License
- b. Department of Liquor Control Licenses

3. Copy of Insurance:

- a. Company Information
- b. Liability Coverage
 - i. Workers compensation
 - ii. Alcohol service coverage
 - iii. Blanket liability coverage

4. Description of Commissary

- a. Location
- b. Equipment (storage, refrigeration, cooking)
- c. Delivery vehicle

5. References

6. Style of Service/Capabilities

- a. Buffet
- b. Served
- c. Platters
- d. Coffee
- e. Snacks

7. Scope/size limitations

- a. 0-10
- b. 11-30
- c. 31-75
- d. 75-up