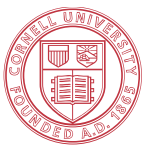




## Caterer Contract

Whereas Cornell University desires to contract for catering services with \_\_\_\_\_ (include name and address) (the "Caterer") and whereas Cornell will pay good and valuable consideration for this service and the parties are prepared to deliver said service, now hereby be it known that the parties agree to the following terms and conditions:

1. The Caterer hereby agrees to release, indemnify, and hold harmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to your work at the University including any act or omission of any third party (Rescue Squad, Hospital, etc.). The Caterer is considered a private-contractor and he/she is not an employee of Cornell University.
2. The Caterer further states that he/she is cognizant of all the inherent dangers and risks involved in this activity including bodily injury. The Caterer agrees to perform and discharge all 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 Social Security laws, Workers Compensation Insurance, Income taxes or contributions, and Public Liability Insurance.
3. The Caterer understands that he/she is subject to Cornell University regulations, laws of the United States and the laws of New York State or any non-conflicting applicable state law if the event is held outside of New York State, and that in event of violation of these, or behavior which is considered to be detrimental to students, or the University, the University shall have the right to dismiss him/her without prior notice.
4. The Caterer understands that the University does not provide any Accident or Medical Insurance and that the Caterer is required to provide his/her own. The Caterer hereby agrees that he/she is financially responsible for all such expenses whatsoever. The Caterer must provide a Certificate of Insurance in accordance with the requirements published on <http://www.dfa.cornell.edu/procurement/suppliers/doing-business/insurance>.
5. The Caterer represents that in providing the services under the terms of this contract, he/she is not infringing on the property right, copyright, patent right, or any other right of anyone else; and if any suit is brought or a claim made by anyone, that anything in connection with the ownership or the presentation of said services is an infringement on the property right, copyright, or patent right, caterers will indemnify the University against loss damage, cost, attorney's fees or other loss whatsoever.
6. Any controversies between the parties shall be resolved by the courts of the State of New York.
7. The University shall provide passes, if applicable, for all of caterer's personnel who shall have access to University facilities as necessary for said delivery of services. No other passes will be honored by the University. The Caterer shall furnish the University with a list of all personnel \_\_\_\_\_ weeks prior to the scheduled access time.
8. 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 of Cornell University: this includes, but is not limited to: No smoking inside University buildings and no consumption of Alcohol on the premises other than licensed facilities, as appropriate in any other facilities.
9. No audio or visual recording of the event shall be made without the prior mutual written consent of the parties to the contract provided only that notwithstanding the requirement Cornell University reserves the right to record the event for archival purposes only and not for sale or commercial use.
10. The delivery of services shall not be cancelled for any reason other than an act of God or the mutual consent of the parties.
11. The Caterer shall remove all trash resulting from the catered event and leave the premises in a clean condition.
12. The Caterer agrees to follow all New York State Department of Health and Tompkins County Health Department food preparation regulations and/or any other applicable laws and regulations, including but not limited to the following: All food must be prepared in a Health Department approved facility with a catering permit. Caterer must have the correct equipment to hold and transport food at safe temperatures, complying with applicable state and county health regulations.



13. The Caterer agrees that no personnel will be allowed in any venue unless a representative of Cornell is present. The Caterer agrees that the arrival and departure from venues will occur at the times stipulated by the following contractual time schedules and that the service/statement of work shall consist of the following:

Event/Services Description (per attached caterer event proposal):

Special Notations:

The Caterer shall be prepared and ready to deliver precisely at: \_\_\_\_\_ AM/PM on \_\_\_\_\_, 20\_\_\_\_ at an agreed upon price of \$ \_\_\_\_\_ as requested by \_\_\_\_\_ (authorized Cornell representative). Any additional amount due to mutually agreed upon changes should be included in the final invoice.

14. Cornell University’s contract supersedes any other agreement or terms.

15. The language of the contract should not be changed without authorization from University Counsel or Procurement Services. Unauthorized changes will not be binding.

16. The parties understand that the terms of this agreement are legally binding and further certify that they are signing this agreement of their own free will after carefully reading the same.

17. Tax Withholding for Domestic and Foreign Vendors/Payees. All payments from Cornell to Vendor/Payee under this transaction may be subject to tax withholding. Cornell reserves the sole right and discretion to withhold tax where it believes it is required to do so under the tax laws of any jurisdiction. By accepting this contract, the Vendor/Payee is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Vendor/Payee’s sole responsibility to provide Cornell with timely, complete, accurate, and legible forms and/or documents necessary to claim a reduction or elimination of withholding taxes (e.g., Form W-8BEN); Cornell reserves the sole right and discretion to 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 Vendor/Payee.

**Caterer Attestation:**

Are you currently a student employee or have you been a student or employee at Cornell University in the last 12 months? Yes  No

*Note: If the caterer answered “Yes” to the above question, this contract must NOT be utilized. Contact the Tax Manager in the Division of Financial Affairs at uco-tax@cornell.edu.*

By: \_\_\_\_\_  
Caterer Signature Name Printed Clearly Date

By: \_\_\_\_\_  
Cornell University Unit Signature Name Printed Clearly Date

By: \_\_\_\_\_  
Cornell FTC/BSC Director/Designee Signature Name Printed Clearly Date

Please attach a signed copy of this form to any requests for payment (i.e., purchase order or FTC/BSC procurement card).