

Northern Essex Community College

Memorandum of Understanding

On Campus Catering

NECC allows individuals and organizations who rent our facilities and employees (under specific circumstances) to contract with outside restaurants and catering companies (“Caterer”) to bring and serve food on our campuses.

To qualify as a NECC Recommended Caterer, you must provide the following information and agree to the terms and conditions as outlined in this Memorandum of Understanding.

- 1) Please provide the NECC Facilities Coordinator the following information:
 - a) business contact information including: mailing address, contact person, phone number, email address and a cell phone number.
 - b) a description of the type of food offerings for which your company specializes
 - c) updated menus; these menus will be provided to potential customers, upon request
 - d) an updated copy of each of the following documents:
 - i) Liability Insurance
 - ii) Board of Health Certificate
 - iii) Sanitation Certificate
 - iv) Catering License
- 2) All invoicing is to be processed directly between the customer and the caterer; NECC will not be involved with food orders or payment issues.
- 3) All food must be prepared off site. The caterer will not have access to any kitchen space on campus.
- 4) The Caterer must provide all the table coverings, utensils dishware, serving ware, etc.
- 5) No alcohol is allowed on campus under any circumstance
- 6) Setup time and breakdown time (outside of stated event hours) must be approved by the NECC facilities coordinator and must be done no later than 3 business days prior to the event.
- 7) The Caterer must clear any remaining food items no later than ½ hour after the event has ended

8) The Caterer is responsible for clearing all tables, clearing all food and drinks from the premises and taking all items that they brought with them.

NECC reserves the right to bill the Caterer for two NECC maintenance persons to clear the premises (approximately \$300) if additional clean up is needed to bring the space up to College standards of cleanliness and neatness

9) The Caterer is in no way to represent themselves as an employee or agent of NECC. The use of the College's name or logo on letterhead, billheads, or signs in any other manner is not permitted.

10)The Caterer agrees that the College shall not be liable for any damage to persons or property arising from any cause which shall occur in any manner in or about the premises during the term of this agreement, and the User of Northern Essex Community College facilities shall be responsible for, and hereby agrees to indemnify and hold harmless the Board of Trustees and the Board of Higher Education, herein after called the Board(s), its trustees and its executive and administrative officers and **NORTHERN ESSEX COMMUNITY COLLEGE** and its executive and administrative officers, agents, employees and students from all loss, damage suits, claims, costs, expenses, demands, judgments or liabilities of whatsoever kind or nature arising out of or in any way connected with the User's undertakings, activities, or performance under this agreement whether they are due or claimed to be due, to any negligence of the College, its officers, agents, employees, students or due to any other cause.

11) NECC provides information on Recommended Caterers as a courtesy service to individuals and organizations renting our facilities. NECC reserves the rights to discontinue providing information on a Caterer without prior notice and without cause.

I/we have read all the regulations above and agree to uphold each one.

Caterer's Authorized Legal Signature

Northern Essex Community College Facilities Coordinator Signature

Date:
