

STATE OF NORTH CAROLINA

Rev. 3/13

WAKE COUNTY

**NORTH CAROLINA STATE UNIVERSITY
CATERING AGREEMENT**

This Agreement (the "Agreement"), made and entered into as of the date of the last signature below, by and between North Carolina State University, c/o _____, Campus Box _____, Raleigh, NC 27695 ("NC State") and _____ ("Caterer").

WHEREAS, Caterer has submitted to NC State a proposal for the performance of certain professional catering services; and,

WHEREAS, NC State desires to enter into an agreement with Caterer for the performance of these professional catering services.

NOW THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Caterer agree as follows:

1. **Catering Vendor Data.**

- a. Contact's Name: _____
- b. Phone No.: _____
- c. Catering License No.: _____
- d. Expiration Date: _____
- e. Insurance Carrier: _____
- f. Policy No.: _____

2. **Catering Event Data.** Caterer shall provide certain professional catering services (the "Services") in connection with the following event (the "Event"):

- a. Event Date: _____
- b. Rain Date (if applicable): _____
- c. Event Name: _____
- d. Projected Attendance: _____
- e. Event Location: _____
- f. Event Beginning and Ending Times: _____
- g. Caterer Arrival and Set-Up Time: _____
- h. Caterer Clean-Up/Departure Time: (If applicable) _____

3. **Caterer's Obligations.**

- a. **Menu.** Caterer's Services shall include the provision of ample food to serve the number of Event attendees indicated in Paragraph 2 of this Agreement. The menu shall be as follows:

- b. **Compliance with Food Regulations.** In providing the Services, Caterer shall follow all applicable state and local statutes, codes, ordinances, and regulations regarding the preparation, handling, holding, and transporting of food and beverages.

- c. **Removal of Trash.** At the conclusion of the Event, Caterer shall remove all trash from the Event facility and leave the premises in at least as clean a condition as it was prior to the Event.

- d. **Subcontracting, Assignment, And Transfer Prohibited.** Due to Caterer's unique abilities, this Agreement is for personal services and Caterer shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of NC State's Contract Administrator. Upon Caterer's request and following prior written approval by NC State, NC State may:

- i. Forward Caterer's payment directly to any person or entity designated by Caterer; or,
- ii. Include any person or entity designated by Caterer as joint payee on Caterer's payment.

In no event shall such approval and action obligate NC State to anyone other than Caterer. Caterer shall remain responsible for all obligations under this Agreement.

- e. **Compliance With Employment Regulations.** Caterer shall comply with all federal and state requirements concerning equal opportunity and non-discrimination in employment and shall treat all employees equally without regard to their race, color, religion, creed, sex, national origin, age, disability, veteran's status or genetic information.

f. **Compliance With Applicable Law.** Caterer shall comply with all federal, state, and local laws, ordinances, codes, rules, regulations, and licensing requirements applicable to the conduct of its business and the provision of the Services.

g. **Additional Services:**

4. **NC State's Obligations.** NC State shall prepare and be responsible for the following:

5. **Payment.**

a. In consideration of the Services provided pursuant to this Agreement and upon receipt and approval of an invoice from Caterer, NC State shall pay Caterer a fee of _____ Dollars (\$ _____) per Event attendee for a total cost of _____ Dollars (\$ _____).

b. Payment of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation, appropriation or availability of funds to NC State for the purpose set forth in this Agreement. The parties agree that in the event NC State, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Caterer written notice of said termination, and this Agreement shall terminate immediately without any further liability to NC State.

c. NC State shall make payment by check, payable to Caterer. Taxpayer Identification Number or Social Security Number of Caterer is required. NC State's payment terms are Net 30 days from receipt of invoice from Caterer or rendering of the Services and completion of the duties described in Paragraph 2 of this Agreement, whichever occurs later.

6. **Termination.** NC State may terminate this Agreement at any time by providing thirty (30) days' written notice to Caterer.

7. **Indemnification.** Caterer shall indemnify, defend, and hold harmless NC State, its Trustees, officers, agents, and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by Caterer in the performance of this Agreement. Such indemnity shall include, but shall not be limited to costs arising from any litigation. This representation and warranty shall survive the termination or expiration of this Agreement.
8. **Insurance.**
- a. During the Term of this Agreement, Caterer, at its sole cost and expense, shall purchase and maintain the following policies:
- i. General liability insurance with combined single limits coverage for bodily injury and property damage of not less than \$1 million dollars per occurrence, \$2 million aggregate; and,
 - ii. Worker's compensation insurance, where required by North Carolina law;
 - iii. Host liquor liability insurance with combined single limits coverage of not less than \$1 million per occurrence; and,
 - iv. Such insurance as required from city, county, state or federal laws, codes or regulations.
- b. All insurance required in this paragraph shall be issued in the name of Caterer with NC State and the State of North Carolina named as additional insureds or loss payees, using ISO Form 2026, or equivalent. Caterer shall provide each policy or certificate of the policy issued on Accord Form 25, or equivalent, together with evidence of payment of premiums to NC State prior to the commencement of this Agreement, and upon renewal of the policy, not less than thirty (30) days before expiration of the term of the policy. Additionally, each policy shall have an endorsement that the policy shall not be canceled or materially changed without a least thirty (30) days' prior written notice to NC State and an endorsement to the fact that no act or omission of Caterer shall invalidate the interest of NC State.
- c. All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of "A" or better, and shall be issued by companies qualified to do business in the State of North Carolina.
9. **Independent Contractor.** Caterer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Services. Nothing herein is intended or shall be construed to establish any agency, partnership,

or joint venture between Caterer and NC State. Caterer represents that it has, or will secure at its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with NC State.

10. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NC State: Director of Materials Management
 North Carolina State University
 Campus Box 7212
 Raleigh, NC 27695-7212

If to Caterer: _____

11. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

The parties agree to re-schedule the event to the Rain Date noted in section 2, at the discretion of NC State, if a weather event prevents the event from occurring on the original Event Date.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.

13. **Access to Persons and Records.** The State or NC State auditor may audit the records of Caterer during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7.

14. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Wake County, North Carolina.

15. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective as of the date of the last signature below.

NORTH CAROLINA STATE UNIVERSITY CATERER
c/o _____

Recommended by:

By: _____

Name: _____

Name: _____

Title: _____

Title: Project Coordinator

Date: _____

Date: _____

Authorized by:

Name: _____

Title: Director of Materials Management

Date: _____