

**TERMS AND CONDITIONS FOR THE USE OF
OFF-CAMPUS CATERERS**

Background

Campus departments and affiliated student organizations host business meetings, events and social functions using UNC Greensboro's facilities. At times these departments desire food or **catering** services for these occasions. UNC Greensboro is interested in maintaining a high quality of **catering** services at events held on its campus, and desires that these **Caterers** operate in a clean, orderly, healthy and legal manner.

Definitions

Catering services include providing food that has been prepared off-site and non-alcoholic beverages at social, business, and professional functions held on UNC Greensboro's campus, such as parties, teas, coffees, receptions, and dinners. It also includes any delivered consumable goods that could reasonably be considered a meal or reception regardless of whether the caterer is serving or simply delivering the product to a point on campus.

Insurance and Indemnity

The Caterer will furnish and maintain in force during the term of this agreement the following insurance:

- a. Public liability insurance in Caterer's name, naming UNC Greensboro as an additional insured, in the minimum amount of \$125,000.00 for each person and \$250,000.00 for each single occurrence for bodily injury or death, and \$50,000.00 for each single occurrence for injury to or destruction of property.
- b. The Catering Provider will furnish UNC Greensboro's Director of Purchasing certificates evidencing the existence of this insurance.

Elaine Ayers, Director of Purchasing
PO Box 26170
Greensboro, NC 27402-6170
Email: epayers@uncg.edu
Fax: 336-334-5515

For good and valuable consideration, the receipt of which is acknowledged by the provision of services, the Caterer agrees to indemnify, defend and hold harmless the State of North Carolina, the Board of Governors of The University of North Carolina,

UNCG, its Trustees, officers, employees, agents and all successors of the above named entities, from all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorneys' fees and all liabilities or obligations of any kind or nature whatsoever at law, in equity, or otherwise, arising out of or relating to the Caterer's services.

Caterer Obligations:

- a. Provide food and beverage to be served;
- b. The management, personnel, and labor to be used by the Caterer to meet its obligations under this agreement, and the salaries and fringe benefits due its employees.
- c. Linens, dishes, utensils, and uniforms for its personnel to satisfactorily perform Caterer's duties under this agreement;
- d. Custodial services and supplies;
- e. Collection, disposal and removal of garbage and trash from UNC Greensboro's premises immediately upon termination of the function;
- f. Licenses and permits which may be required by federal, state, county, or city government for Caterer to perform its services under this agreement;
- g. Payment of sales and other taxes on monies collected by Caterer; and
- h. Cost to repair or replace UNC Greensboro's property including, but not limited to, its plumbing and electrical fixtures damaged by Caterer.

Campus Parking: All Caterers must purchase a Vendor permit for 2009 – 2010. Any vehicle parked on University Property must display a valid UNCG Parking Permit.

Fees for vehicles with commercial or personal tags:

- \$285/year for an annual Surface Lot/Service Permit
- \$30/month for a temporary Service Permit (non-refundable/non-replaceable)
- \$4/day for a temporary Service Permit (non-refundable/non-replaceable)

Rules:

- Display your service permit from the rearview mirror when parked on UNCG property at all times
- Keep car locked and windows up
- **Park In:**
 - Service drives
 - Spaces designated for Service Vehicles

- Walker Avenue Parking Deck
- LAST RESORT: Meters for no longer than the time on the meter
- **Do Not Park in:**
 - Handicapped or Reserved spaces
 - Fire Lanes
 - Tow Away Zones
 - Block dumpsters
 - On sidewalks or grass
- Remember: Campus should always be accessible for Emergency Vehicles and pedestrians. Misuse of your Service Permit may result with ticket and/or loss of Service Permit privileges without a refund
- For assistance, call Parking Operations at 334-5681

Facilities

UNC Greensboro is not required to furnish the Caterer any equipment, preparation facilities, nor make any physical alterations of its facilities or equipment.

NOTE: All food must be prepared off-site and brought to UNC Greensboro.

As a part of UNCG's contract with the Dining Services Provider, the provider has exclusive right to prepare food at the Premises.

Caterer and UNCG department contact should consult the building manager to determine what level of facilities are available for the day of event. UNC Greensboro does not guarantee an uninterrupted supply of water or electrical current, nor does UNC Greensboro guarantee uninterrupted service in providing any utilities. UNC Greensboro shall not be liable to the Caterer or to others for any loss, damage, cost or expense which may result from the interruption or failure of any utility service.

UNC Greensboro's Facilities Department will make any repairs to the premises caused by Cater

er or its employees and will bill the Caterer for the cost of such repairs. Payment will be due within ten (10) days of the date of invoice.

The Caterer shall not sublease or assign this contract or any portion of UNC Greensboro's facilities.

Approved Locations: UNC Greensboro's Dining/Catering Services has exclusive use of certain facilities. Off Campus Caterers may only provide catering services at the following locations. Please note that UNCG Dining/Catering Services' exclusive right to catering is limited to having the exclusive right to prepare food at the Premises.

| Building Name/Address | Building POC | POC Phone | POC Email |
|---|---------------------|------------------|--|
| Sullivan Science Center 301 Mclver Street | Ray Carney | 256-0499 | rlcarney@uncg.edu |
| Eberhart Building 321Mclver Street | Ray Carney | 256-0409 | rlcarney@uncg.edu |
| Bryan School of Business 516 Stirling Street | Robert Norton | 334-5430 | Robert_norton@uncg.edu |
| Elliott University Center (excluding Cone Ballroom) 507 Stirling Street | William Parrish | 334-5800 | wlparris@uncg.edu |
| Music Building 100 Mclver Street | Noah Hock | 334-3640 | n_hock@uncg.edu |
| Weatherspoon Art Museum 1005 Spring Garden St Corner of Tate & Spring Garden | Shannon Byers | 256-1443 | slbyers@uncg.edu |
| The Alumni House has its own building use policies and procedures. Please contact them directly for reservations and questions. | | | |

Personnel

UNC Greensboro is not bound by any labor union contract affecting Caterer's employees.

Caterer will not illegally discriminate against any person on any basis prohibited by law. Caterer agrees to perform its duties hereunder in compliance with all federal and State laws and UNCG's Policy on Discriminatory Conduct including, but not limited to, non-discrimination on the basis of race, sex, religion, national origin, age, handicap or sexual orientation. The Caterer will have its employees assigned to duty on UNC Greensboro's campus submit to periodic health examinations at least as frequently required by law. Caterer shall, upon request, submit to UNC Greensboro satisfactory evidence of compliance with all health regulations.

Cleanliness and Sanitation

The Caterer will keep all of the premises under its control, and all furniture, fixtures and equipment therein, in a clean and sanitary condition and will promptly replace all loss and breakage, and at the expiration of each event surrender the same to UNC Greensboro in as good condition as the facilities and equipment were in at the beginning of the event, reasonable wear and tear and loss and damage by act of God excepted.

UNC Greensboro may inspect the facilities and equipment under Caterer's control with respect to the quality and quantity of food and beverages served, the method of service, and generally with respect to safety, sanitation and the maintenance of the premises, all of which will be maintained in a manner satisfactory to UNC Greensboro. UNC Greensboro has the right to make reasonable regulations with regard to all of these matters, and the Caterer agrees to comply with those regulations.

Caterer will adhere to all UNC Greensboro, federal, county, city, and state health and sanitation regulations.

FORCE MAJEURE

In the event that the performance of duties hereunder is prevented by any cause beyond the reasonable control of UNCG or the Caterer, both UNCG and the Caterer shall be relieved of their obligations.

JURISDICTION

It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Guilford County, North Carolina, and in said County and State all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, shall be determined.

PAYMENT

Payment will be made by UNIVERSITY PCard (VISA) for events under two thousand five hundred dollars (\$2,500).

For any catered event in excess of \$2,500, a university purchase order will be issued.

CHOICE OF LAW AND VENUE

The agreement shall be construed under and in accordance with the laws of the State of North Carolina, and all obligations of the parties created hereunder are performable in Guilford County, North Carolina.