

CATERING AGREEMENT

The North Carolina A&T University Foundation, LLC
and

The Alumni-Foundation Event Center service **AGREEMENT** made this day __ of _____ 20__ by and among the North Carolina A&T University Foundation, LLC (Alumni-Foundation Events Center ("Event Center")) and _____") (collectively, "Caterer").

WHEREAS, the Event Center actively engages in the practice of renting its facilities located at 200 N. Benbow Road, Greensboro, NC 27411 ("Premises") to third parties for meetings, conference, parties and other functions (each a "Function" and collectively "Functions"), and;

WHEREAS, Caterer actively engages in the business of furnishing goods and services (e.g., food, beverages, wait staff, etc.), in connection with Functions such as those conducted at the Event Center, and;

WHEREAS, in connection with such Functions, requests are often made by third parties to Event Center staff regarding suggestions and/or recommendations about caterers or other vendors, and;

WHEREAS, to facilitate such Functions, for the sake of convenience, and to ensure the competent use of its facilities, the Event Center welcomes "qualified" caterers and vendors which it may supply to such third parties upon their request, and;

WHEREAS, Caterer desires permission to provide catering services and pay the non-refundable service fee based upon the schedule included in the Catering Policy; and

NOW THEREFORE, In consideration of the mutual covenants and premises contained herein and for other good and valuable consideration, sufficiency being acknowledged, the parties hereby mutually agree as follows:

Caterer Responsibilities:

a. Caterer shall at all times abide by all federal, state and local rules, regulations, standards, grades and licensing requirements, including without limitation those concerning alcoholic beverages, fire, private personnel services, wage and hours, food service and workers compensation;

b. Caterer shall ensure that any sub licensee or vendor selling or distributing alcohol shall receive a copy of the Alumni-Foundation Alcohol Services Policy and shall abide by the terms and conditions of the Alumni-Foundation Event Center.

c. Caterer shall be solely responsible for all inventory, tools and equipment used by Caterer in connection with a given function, before, during and after such Function. Caterer shall indemnify and hold the Event Center harmless from and against any cost or expense incurred in connection with injury to any person or the loss or damage of any property as a result of any act, failure to act or negligence on Caterer's part or the part of

any of its agents and employees, regardless of when, where or how any such loss or damage occurred. Further, Caterer warrants it shall be solely obligated and responsible for the quantity and quality of all goods and services it provides upon the Event Center Premises, and any waste, excess or shortfall be at Caterer's sole cost and expense;

d. Caterer shall have and supply all inventory, tools, equipment and personnel as may be necessary for a given Function, provided however that Caterer will be entitled to use the kitchenette upon the Event Center Premises for the purpose of storing any goods to be served or used during a Function. All such inventory, tools, equipment and personnel will be timely supplied and nothing shall be left upon the Premises after the Function without the Event Center's prior written approval.

e. Caterer is fully responsible for the recruiting, conduct, hiring, and training of all food and beverage employees, including without limitation chefs, waiters, and bartenders,

f. Caterer is an independent contractor and nothing herein shall be deemed to constitute a partnership between the parties,

g. Caterer has and shall maintain at its own cost adequate liability insurance (in minimum coverage amount of \$1,000,000), to cover any claims or actions in connection with a Function, and shall present evidence of such insurance to the Event Center upon request;

h. Caterer shall leave the space and surrounding Premises as found initially, and shall make all necessary arrangements for clean-up and removal of all items not belonging to the Event Center. Decorations, banners or signage shall not be affixed to any interior or exterior walls, doors, windows, partitions or any other fixture without the Event Center's prior approval. Trash and rubbish shall be properly disposed of and placed in dumpsters provided and designated by the Event Center. **Caterer shall maintain a \$200 deposit with the foundation to failures by the caterer in this provision.**

i. Events Center shall maintain a system of coverage (either through purchased insurance, self insurance, or a combination thereof) to keep Event Center buildings, and all property contained therein insured against loss or damage by fire, explosion or other cause normally covered by standard broad form property insurance.

j. With respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

k. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof, and any such invalid or unenforceable provision shall be deemed to be severable.

This Agreement contains our full and complete understanding and was executed in, and shall be governed by the laws of, the State of North Carolina. This Agreement shall be binding upon the parties, their heirs, representatives, successors and assigns. No modification, waiver, amendment or deletion to this Agreement shall be valid unless expressly accepted and confirmed in writing by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, as of the date first written above.

**NORTH CAROLINA A&T UNIVERSITY
FOUNDATION, LLC**

By: _____
Executive Director

Company/Individual Name _____

By: _____
Owner/President

Date: _____