

Appendix D.

HENDERSON CIVIC CENTER CATERING AGREEMENT

THIS AGREEMENT, made and entered into between the Henderson Civic Center, hereinafter called "Center", acting by and through its duly authorized representative, and the caterer signatory to this Agreement, acting by and through its duly authorized representative and hereinafter called "Caterer";

WITNESSETH:

WHEREAS, it has been determined by the Center that high standards for food and service must be established and maintained in the Center, and

WHEREAS, to insure the satisfactory performance of those standards, it has been further determined that only those caterers who enter into this Agreement shall be allowed to cater food for events in the Center when those caterers utilize any kitchen equipment;

NOW, THEREFORE, the Center does hereby approve and authorize said caterer to cater food for events in the Center subject to the following rights and conditions:

1. The term of this Agreement shall be one (1) year of the date of the Caterer's signature date but may be terminated by either party upon failure of the other party to materially observe any of the conditions of this Agreement. Either party terminating this Agreement for good cause shall first provide written notice thereof to the other party at least two (2) full working days before such termination. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

2. The Director of the Center shall maintain a list of caterers who have entered into this Agreement and shall provide such list to all persons scheduling any event for which catering services may be needed, but shall not recommend any approved caterer over another similarly approved caterer. This list will be updated on an annual basis. If a caterer is dropped from the list, for any reason, the Center reserves the right to wait until the next regularly scheduled update to reinstate the Caterer.

3. Caterers licensed in Henderson and Rusk County shall pay an annual fee of \$100 along with the execution of this agreement. An approved and authorized caterer will have total access and use of the Center's kitchen and equipment.

Caterers NOT licensed in Henderson and Rusk County shall pay the annual fee of \$100 along with a per event fee of \$75, along with the execution of this agreement, for catering events at the Center and using the kitchen equipment at the Center and shall provide all information that is required of all other approved and authorized caterers.

4. The Caterer shall also provide the Center with copies of current Health Permits, Liquor

Licenses (if applicable), sales tax permits, certificate of workers compensation and liability insurance and it is the Caterers responsibility to send new copies of such permits and licenses as they are renewed.

5. The Center shall be responsible for setting up and removal of tables and chairs for the function and maintenance of kitchen equipment. It shall be the responsibility of the Caterer to clean the kitchen, kitchen equipment, including but not limited to counter tops, stove, sink area, and any equipment used. The kitchen floor shall be swept and mopped. The Caterer shall also remove and place in the Center's dumpsters all trash and food scraps generated by the event that was catered. A fee of Four Hundred and Fifty (\$450.00) will be assessed against the Caterer if he/she fails to do so. All the above mentioned tasks shall be done in a timely manner and the Caterer shall provide adequate staff to accomplish it.

6. The premises shall be inspected by a representative of the Center at the end of the Caterer's event. The Caterer shall furnish tabletop items necessary to serve a meal function. These items include but are not limited to china, flatware, glassware, salt and peppershakers, napkins, tablecloths, sugar, and hollowware unless other arrangements have been made with the Civic Center Director. The Center will not be responsible for any equipment, supplies or food that is left at the Center, whether rented or owned by the Caterer.

7. The Caterer shall comply with all standards, ordinances, laws, and regulations, which may regulate such service under this Agreement and shall secure all permits or licenses that may be required. The Caterer shall comply with all applicable laws and regulations concerning employment and non-discrimination. The Caterer, its agents and employees, being a support group for the Center operations, shall practice good public relations while working at the Center. The Caterer shall be responsible for the conduct of its agents and employees during its service under this Agreement. No alcoholic beverages will be consumed by the Caterer, its agents or employees, on the premises of the Center while providing catering services.

The Caterer shall not make any improvements, additions, or alterations to the premises of the Center without the written consent of the Director of the Center. The Caterer will be liable to the Center for any damage caused to the kitchen equipment or any other property of the Center which is caused by the negligence of the Caterer, its agents or employees.

8. This Agreement shall supersede any and all catering agreements previously made and entered into between the Center and the Caterer. The Caterer also agrees and shall honor this Agreement if the representative of the Caterer, who is duly authorized to sign this Agreement, is no longer employed or associated with the caterer. This Agreement must be signed and returned to the Center within five (5) working days of receipt of this Agreement. If not done the Caterer will be dropped from the preferred list and not reinstated until the next regularly scheduled update.

9. The Caterer agrees to fully and completely and does hereby release, relieve, hold harmless and indemnify the City of Henderson, the Center, their officers, agents, servants, and employees from and against any and all liability for personal injury, property damage or damage of any kind or nature sustained by any person, firm, corporation or other legal entity, that may occur as a result of Caterer's occupation and use of the Center. Said indemnity shall include the obligation to defend any and all suits, claims, and actions arising out of, or connected in any way with the

use of the Center.

Executed this _____ day of _____, 20____.

SIGNATURE OF CATERER

CIVIC CENTER DIRECTOR

PRINTED NAME

TITLE

ADDRESS

CITY, STATE, ZIP

TELEPHONE

FAX

E-MAIL