



Request to be an Approved Outside Caterer

(to be filled out by caterer)

Name of Establishment: _____

Address: _____

Telephone Number(s): _____

Name of Owner 1: _____

Name of Owner 2: _____

NEEDED FOR APPROVAL:

Contract/Terms and Conditions

Cortland County Catering Permit

ASC named as additional insured, \$1,000,000

Administrative Handling Fee, \$15 per year (7/1 – 6/30)

OFFICE USE

ON FILE:

Contract/Terms and Conditions

Cortland County Catering Permit

ASC named as additional insured, \$1,000,000

Administrative Handling Fee, \$15 per year (7/1 – 6/30)

Date Approved: _____

Signature, Director of Dining Service: _____

Signature, ASC Executive Director: _____

Outside Caterer Contract

THIS AGREEMENT made this ____ day of _____, 2012, by and between Auxiliary Services Corporation of SUNY Cortland ("ASC"), hereinafter referred to as "CORPORATION," and (VENDOR), located at (BUSINESS LOCATION), Cortland, New York, hereinafter referred to as "VENDOR".

WHEREAS, the Corporation has been authorized by the State University of New York, for a term ending not sooner than the end date of the term of this contract, to operate various dining and auxiliary services for the benefit of the State University of New York College at Cortland ("SUNY Cortland"), and

WHEREAS, the Corporation intends to authorize outside caterers the ability to caterer food only, by means of an agreement with a reliable and financially responsible party with substantial experience in such business activities, and

WHEREAS, Vendor is a reliable and financially responsible party with substantial experience in food, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the following contractual provisions:

TERM:

a) The term of this contract shall commence on the 1st day of July 2012, and shall continue in full force and effect until the 30th day of June, 2013. The term of this Agreement will need to be renewed each year. In the event of dissolution of ASC or termination of the Agreement between the Corporation and SUNY Cortland, in whole or applicable part during the term of a Contract, the Contract will be automatically terminated without penalty of any kind to the Corporation.

b) The Corporation reserves the right to terminate this Contract at any time for cause upon ten (10) days written notice to Vendor.

FIRST: The Corporation grants the Vendor permission to caterer only food product on the SUNY Cortland campus.

SECOND: Vendor will pay a yearly \$15 administrative fee.

THIRD: It is mutually agreed that the Vendor shall provide such services covered by this Agreement independent of the Corporation and not as an agent, servant or employee of the Corporation, or SUNY Cortland, for any purpose whatsoever. It is further agreed that all persons working for or on behalf of the Vendor in the performance of this Agreement are employees of the Vendor and are not employees, agents or representatives of the Corporation or SUNY Cortland. In no way is SUNY Cortland or the State of New York to be considered a party to this Agreement.

FOURTH: Vendor shall pay all federal, state, and local taxes, use and sales taxes, assessments, and fines which are incurred in connection with the operation of its business and all related or subsidiary operations.

FIFTH: The Vendor shall be solely responsible to comply with all federal, state and local laws, rules and regulations governing the certain services, and the Vendor also agrees to obtain and keep in effect all licenses and permits required by laws; and the Vendor further agrees to post in a prominent place such permits and/or notices as are required by law. The Vendor further shall also be solely responsible for complying with all requirements of federal and state social security, unemployment compensation and tax withholding laws, and all applicable federal, state and local laws, and regulations pertaining to (1) wages and hours of employment of its employees, and (2) equal employment opportunities and fair employment practices and in this connection, Vendor agrees that it will not discriminate in its employment practices due to age, sex, race, color, creed or national origin. The Vendor further agrees to hold the Corporation and SUNY Cortland harmless from any and all claims of its employees for wages and salaries.

SIXTH: The Vendor shall not, in conjunction with the promotion of this joint program, place any exterior signs and advertising in media such as newspaper, handouts, mail-outs or on radio or television.

The Corporation shall have the right in conjunction with this program, to utilize the name and business address of Vendor, together with Vendor's logos and trademarks, for advertising purposes. Vendor shall supply Corporation with artwork of logos and trademarks to be used in Corporation's advertising and marketing material. The Corporation will use email and website as means of advertising on behalf of the vendor

SEVENTH: Vendor agrees to comply with any reasonable rules of practice of Corporation related to sales, marketing and business solicitation as may be promulgated by Corporation from time to time. The current rules are contained in Exhibit "A" of this Agreement.

EIGHTH: Vendor agrees that ASC has only granted caterer permission to access the campus and that any payments or disputes are between the caterer and the client who organized the event.

NINTH: The Vendor shall make appropriate records available- insurance, permits or health and safety records, to the Corporation upon request for audit review.

TENTH: "Insurance". Vendor shall maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000) for each occurrence. Vendor agrees to carry Workers' Compensation insurance with respect to any of its employees.

Vendor shall maintain comprehensive automobile personal injury protection and liability insurance with a combined single limit per accident of not less than One Hundred Thousand Dollars (\$100,000.00), if delivery of products or services is provided to customers.

Vendor agrees, upon reasonable request to provide such certificates of insurance evidencing the above-noted coverage's as may be required from time to time by Corporation, and where appropriate to name Corporation as an additional insured on such insurance.

Vendor will name ASC as a rider on the outside caterer's insurance for a minimum of one million dollars (\$1,000,000).

ELEVENTH: The Vendor agrees to defend, indemnify and save harmless the Corporation and its agents, representatives and employees and anyone under the direction and control of the foregoing, SUNY Cortland, the State of New York and their officers and employees, from any and all liability, charges, claims, and causes of action by third persons, including, but not limited to, agents, representatives and employees of the Vendor, of the Corporation, and SUNY Cortland based upon or arising out of any damages, losses, expenses, charge, costs, injuries, illness or death sustained or incurred by such person or persons resulting from or in anyway, directly or indirectly, and wheresoever occasioned, in connection with the performance of or any failure to perform any work or other activity related to such services; provided, however, that notwithstanding the foregoing, the Vendor does not agree to indemnify and save harmless the Corporation, its agents, representatives, and employees from any charges, claims or actions based upon or arising out of any damages, losses, claims, expenses, charge costs, injuries or illness sustained or incurred as the sole result of the negligence of the Corporation, its agents, representatives or employees, or of SUNY Cortland, its agents, representatives and employees respectively. In the event a claim is filed against the Corporation or SUNY Cortland for which the Vendor is to be held liable under the terms of this Agreement, the Corporation will promptly notify the Vendor of such claim and will not settle such claim without the prior written consent of the Vendor.

TWELFTH: "Confidentiality": Vendor and Corporation mutually covenant with each other that they will not disclose proprietary information, trade secrets, business methods, etc., without the prior written consent of the other party. Upon the termination of this Agreement, each shall return to the other any logos, trademarks, confidential information and other materials received from the other party during the term of this Agreement.

THIRTEENTH: Vendor shall not assign or transfer this Agreement, or any part thereof or any rights of the Vendor hereunder, or remove encumber or alienate any equipment furnished by the Corporation, except as otherwise consented to in writing in advance by the Corporation and SUNY Cortland.

FOURTEENTH: The waiver by the Corporation or SUNY Cortland of any breach or breaches of this Agreement by the Vendor shall not be a forfeiture of any right or remedies which the Corporation or SUNY Cortland may have for any subsequent breach of the Agreement.

FIFTEENTH: This contract shall be governed by the laws of the State of New York, except where the Federal supremacy clause requires otherwise. Disputes involving this contract including the breach or alleged breach thereof may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

SIXTEENTH: It is mutually agreed that this contract will remain in force from the 1st day of July, 2012 until the 30th day of June, 2013, unless it is sooner terminated by either party in the manner hereinafter set forth.

The Corporation and vendor shall have the right to terminate this contract at any time without advance notice to the Vendor if a labor dispute exists between the Vendor and its employees, Corporation's employees, or SUNY Cortland employees on the premises hereinafter described or on any other part of the premises of the Corporation or SUNY Cortland. The Corporation shall have the right to immediate termination if any government health department or agency issues a citation with regard to products sold by the Vendor. The Corporation shall have the right to terminate this contract at any time on a thirty (30) day written notice by Certified Mail if for any reason the Vendor fails, is unable, or is prevented from performing hereunder. The \$15 administrative fee is not refunded.

SEVENTEENTH: This Agreement, including Exhibits "A" and "A-1", constitutes the entire Agreement between the parties with respect to the matters covered herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers at the Vendor and Corporation and approved by SUNY Cortland. Exhibit is hereby made a part of this Agreement.

EIGHTEEN: Vendor agrees to comply with the provisions of Exhibit "A-1", the New York State Standard Contract clauses.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed.

AUXILIARY SERVICE CORPORATION of SUNY Cortland

_____ Date: _____, 2012

Bill McNamara

Director of Dining Services

(Vendor)

_____ Date: _____, 2012

(name)

Owner

Schedule "A"

Outside caterers wishing to hold events on the SUNY Cortland campus agree to the following:

1. The outside caterer will assume all liability for food safety and sanitation for the event.
2. The outside caterer must set up and be responsible for clean-up of the event.
3. The outside caterer must cart away all trash.
4. The outside caterer will not serve alcohol at the event.
5. The outside caterer will follow all Cortland County food service codes, including but not limited to removal of food and prevention of time/temperature abuse.
6. The outside caterer will have a ServSafe-certified employee responsible for the event.
7. The outside caterer will be responsible for providing all items needed for the event.
8. The outside caterer will not be allowed to use any Auxiliary Services Corporation (ASC) space or equipment
9. The outside caterer holds the contract for the event with the client, not ASC.
10. ASC will be covered for \$1 million as a rider on the outside caterer's liability insurance and \$100,000 on their auto insurance.
11. The outside caterer must hold a high-risk food permit from the Cortland County Department of Health.

The outside caterer should review the specific needs for the event with the client prior to the event. ASC should be included in the discussions in case any questions arise regarding ASC space.

ASC has the right to remove approved caterers at any time for failing to comply with Department of Health regulations, ASC guidelines or SUNY Cortland policies.

The length of all outside catering contracts is one year (July 1 – June 30).

Catering Requirements (Department of Health requirements)

This office receives many requests for information concerning catering. The following is a summary of the requirements:

Definition: A caterer is a person who prepares, furnishes, or prepares and furnishes food intended for individual portion service at the premises of the consumer whether such premises are temporary or permanent. A caterer is considered a Food Service Establishment operator (Part 14-1. 20 (b) of the New York State Sanitary Code).

1. A caterer must operate out of an approved commissary. The commissary is a location where the food is stored, processed, or packaged. The commissary must be operated under Permit issued by the Cortland County Department of Health.
2. The annual Permit fee for the caterer/commissary is \$180.00.
3. The commissary must meet all requirements of Part 14-1 of the New York State Sanitary Code.
4. The catering Permit will have conditions including approved menu items, transport and holding equipment, and maximum number of people to be served.
5. Transportation and holding of food during catering must meet requirements for food protection, temperature, handling and storage. Caterer must provide in writing a set of procedures to meet these requirements, including a list of all food handling equipment used to maintain food temperatures.
6. Utensils, equipment and tableware are to be protected from contamination during transportation. Caterer must provide in writing a set of procedures to meet these requirements.

For additional information, contact the Cortland County Department of Health at (607) 753-5035.