

**IOWA STATE UNIVERSITY
CATERING AGREEMENT**

This Agreement (“Agreement”) is entered into by Iowa State University of Science and Technology (“University”) and _____ (“Vendor”) to allow Vendor to provide catering service or food/beverage delivery for events held at University facilities in accordance with the terms set forth in this Agreement.

1. TERM OF AGREEMENT

The term of this Agreement shall begin on the date of the last contract signature and continue for a period of three years. University is under no obligation to purchase any minimum amounts under this Agreement.

2. IOWA FOOD SERVICE LICENSE

Each authorized Vendor must have a State of Iowa Food License appropriate for the type of food service and setting. The Vendor must provide a copy of the license to the Iowa State University Office of Risk Management (“ORM”), if requested.

3. STATE OF IOWA LIQUOR LICENSE

Alcohol service is only allowed as outlined in the University’s Alcohol Drugs and Other Intoxicants Policy. Any Vendor authorized by ORM to serve alcohol on University property must have a liquor license issued by the State of Iowa Alcoholic Beverages Division (IABD) allowing alcohol service at the event site specified. The type of alcohol served and conditions for service must be consistent with the Vendor’s liquor license (i.e. beer/wine/liquor, cash/hosted bar, etc.) and with University policies. The process of liquor license approval at University is coordinated by ORM in collaboration with the City of Ames and the IABD.

4. INSURANCE AND RELATED REQUIREMENTS

The Vendor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor arising from Vendor’s business operation. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

4.1 Minimum insurance coverages and requirements are as follows:

4.1.1 Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Payments (Any One Person)	\$5,000

4.1.2 Excess/Umbrella Liability

The policy must provide for \$1,000,000 each occurrence limit

4.1.3 If applicable, Liquor Liability

If the Vendor is providing a service to the University or for an event on University property that includes distributing, selling or serving alcoholic beverages, Vendor must maintain liquor liability insurance that includes the required additional insureds listed below.

Each Occurrence	\$1,000,000
-----------------	-------------

4.1.4 **Automobile**

\$1,000,000 combined single limit each accident to include non-owned, hired, or rented vehicles.

4.1.5 **Worker's Compensation and Employer's Liability**

Statutory Limits of \$100,000/\$500,000/\$100,000.

Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

Worker's Compensation coverage is required for all personnel working on this Agreement. All of Customer's employees, partners, members, officers and sole proprietors must be included.

4.2 **Additional Requirements**

4.2.1 The company must be at least A- Class VII rated by A.M. Best Company.

4.2.2 The State of Iowa; Board of Regents, State of Iowa; and Iowa State University **must be named as additional insureds** for General Liability, Excess Liability and Liquor Liability. The additional insureds shall be added under CG2026 endorsement or equivalent and attached to the certificate of insurance. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

4.2.3 University reserves the right to increase the minimum limits if it determines additional types or limits of coverage are necessary.

4.2.4 University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.

4.2.5 Vendor shall provide University with a certificate of insurance indicating the coverage in force during the term of this Agreement no later than (30) days prior to the scheduled use of facilities.

4.2.6 Vendor must maintain insurance coverage throughout the term of this Agreement. Failure to maintain insurance coverage throughout the term of this Agreement, consistent with the provisions of this section, shall be considered a breach of contract.

4.2.7 All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of University; State of Iowa; and Board of Regents, State of Iowa.

4.2.8 All policies may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Office of Risk Management.

4.2.9 **Vendor shall require all of its subcontractors and their respective subsubcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of subcontractors in the vendor's own policy(ies).**

4.3 Certificate of Insurance

The certificate must be sent to:

Iowa State University
Office of Risk Management
1700 Administrative Services Building
Ames, Iowa 50011-3618
Phone: (515) 294-7711
Email: orm@iastate.edu

5. PAYMENT PROCESS

There are three types of Events that would apply under this Agreement. The payment process for each type of Event will have different requirements as outlined below. To ensure timely payment for services provided, it is the responsibility of the Vendor to follow the proper procedures for each Event as outlined below.

5.1 Events Paid for by Iowa State University at University Facilities

5.1.1 The Procurement Services Department has the sole authority to purchase all materials, supplies, equipment and services for the University. The University does not assume obligation or liability for goods or services ordered or furnished to departments or individuals unless the University issued a Purchase Order (“PO”) to the Vendor for the goods or services or an Iowa State University issued credit card (“Purchasing Card”) is to be used to pay for the goods or services. To guarantee payment, Vendor must receive either a PO or a Purchasing Card has been identified as the form of payment PRIOR TO THE SERVICES BEING PROVIDED.

5.1.2 If you receive a purchase order, reference the purchase order number on your invoice, and submit the invoice to invoices@iastate.edu or mail to ISU Purchasing Payables, 3617 Administrative Services Building, Ames, IA 50011-3617.

5.1.3 Depending on the type of Event, a separate catering agreement may be required outlining the details of the specific event. All catering agreements must be signed by a University Purchasing Agent or other authorized University employee. A list of current purchasing agents can be found here: <http://www.purchasing.iastate.edu/staff>. A list of other employees authorized to sign agreements can be found here: <https://apps.universitycounsel.iastate.edu/delegations/>.

5.1.4 All events paid for by PO or Purchasing Card are exempt from paying state sales tax or local option sales tax.

5.2 Events Paid for by a Third Party at University Facilities

5.2.1 For the purpose of this Agreement, a third party event at a University owned facility is one that is not paid for by a University issued PO or a Purchasing Card.

5.2.2 The terms and conditions of this Agreement will supersede any terms and conditions in any separate agreement with the third party for that specific event. Any separate agreement between the Vendor and a third party for a specific event at a University facility must be signed by the third party and is subject to review by University.

5.2.3 Payment for these third party events must be arranged directly with the third party. University does not assume any obligation or liability for payment regarding these third party events.

5.3 Food Delivery Provided to Individuals at University Facilities

5.3.1 This situation would be when a student/staff or other individual orders food to be delivered to campus (such as pizza or sandwich delivery).

5.3.2 Payment for these instances must be arranged directly with the individual placing the order for delivery. The University does not assume obligation or liability of payment for these instances.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the State of Iowa; the Board of Regents, State of Iowa; and the University, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to legal fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement or (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from caused in whole or in part by any negligent act or omission of the Vendor or its employees, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

6.2 Vendor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Vendor or any of its employees or subcontractors under worker's compensation, disability benefits or other employee benefit acts.

7. NO RIGHT TO UNIVERSITY MARKS

Vendor shall not use the name, trademarks, service marks or logos of University ("University Marks") or the name of any University employees in any publicity, advertisement or endorsement or as a business reference without the prior written consent of University.

8. PERSONAL OR NON-UNIVERSITY OWNED PROPERTY

University does not assume responsibility for personal or non-University owned property kept or stored in University facilities or on university grounds.

9. ISU PROPERTY/GROUNDS

Except for reasonable wear and tear, Vendor shall be responsible for any damage to or loss of University property caused by Vendor or Vendor's employees, agents, or subcontractors and for any excessive trash. Vendor shall notify University immediately of any such damage or loss. University may repair or replace such damaged or lost University property and remove excessive trash. In such event, University shall provide Vendor with an invoice for the costs incurred by University for such repair, replacement or removal and Vendor shall pay such invoice within 15 days of receipt.

10. RESPONSIBILITY FOR THOSE PERFORMING WORK

Vendor shall be responsible for the acts and omissions of Vendor's employees, agents, subcontractors, and all other persons acting on behalf of Vendor in connection with this Agreement. Vendor shall enforce strict discipline and good order and shall not assign to perform work on this Agreement any unfit or incompetent person. Vendor shall remove incompetent or incorrigible individuals from working on this Agreement or at an event, including individuals identified by University. Vendor shall not re-assign a removed individual to work on this Agreement without the prior written consent of University. Vendor shall be solely responsible for payment of its employees, agents, subcontractors, and all others acting on behalf of Vendor in connection with this Agreement.

11. TERMINATION

A party may terminate this Agreement upon notice to the other party if the other party fails to cure a material breach of this Agreement within 15 days of receiving a notice of the breach from the non-breaching party.

12. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been given the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt to; the respective parties at the addresses set forth below, unless a party notifies the other by such notice of a new address, in which event such new address shall be employed for all subsequent mailings:

To University:

Iowa State University
Office of Risk Management
1700 Administrative Services Building
Ames, Iowa 50011-3618

To Vendor:

VENDOR NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

FAX: _____

13. NO ENDORSEMENT; NON-EXCLUSIVE

This Agreement shall not be construed as an endorsement by University of Vendor’s goods or services. This Agreement is not exclusive. University may select other contractors to provide goods or services similar or identical to the goods or services provided by Vendor to University, and Vendor may provide to other clients goods and services similar or identical to the goods or services provided by Vendor to University.

14. INDEPENDENT CONTRACTOR STATUS

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

15. TAXES

University is generally exempt from federal, state and local taxes, including State of Iowa sales and use taxes (Iowa Code §423.3(31)) and federal excise taxes. University shall furnish tax exemption certificates upon Vendor’s request. Vendor shall not charge University for any taxes for which University is exempt.

16. LAWS

The law of the State of Iowa, without giving effect to its conflict of law rules, governs all adversarial proceedings brought by one party against the other party arising from this Agreement. The parties shall institute adversarial proceedings in a court of competent jurisdiction in the State of Iowa.

17. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement is the entire contract between the parties. This Agreement supersedes all prior contracts or agreements between University and Vendor for the goods and services provided in this Agreement.

No modification of this Agreement will be effective unless it is in writing and signed by the parties.

18. NO ASSIGNMENT

This Agreement is specific to the parties and may not be assigned by Vendor without the prior written permission of University.

19. COMPLIANCE WITH LAW

Vendor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Agreement and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority. When on University property, Vendor shall comply with the policies, rules, and directives of University.

20. EQUAL EMPLOYMENT OPPORTUNITY

Vendor shall not engage in discriminatory employment practices forbidden by federal and state laws, executive orders and rules and regulations of the Board of Regents-State of Iowa and University that pertain to equal employment opportunity and affirmative action. Vendor shall not discriminate against any employee or applicant for employment because of race, ethnicity, color, national origin, ethnicity, religion, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, marital status, sexual orientation, gender identity or other protected class. Vendor's noncompliance with this section will be a material breach of this Agreement.

21. CUMULATIVE REMEDIES; FAILURE TO ENFORCE

Except as otherwise stated in this Agreement, the remedies provided in this Agreement are in addition to any other remedies a party may have at law or in equity. A failure by University to enforce an obligation or exercise a right or remedy under this Agreement will not preclude University from enforcing the obligation or exercising the right or remedy on other occasions.

SIGNATURES

Each party represents and warrants that the person executing this Agreement on its behalf is authorized to do so. The parties consent to the use of electronic signatures in connection with the signing of this Agreement. The parties agree the electronic signatures shall be legally binding with the same force and effect as manually executed signatures if they are made using a technology designed for electronic signatures (e.g., DocuSign, AdobeSign).

VENDOR

(Printed Name)

Date: _____

(Signature)

(Title)

IOWA STATE UNIVERSITY

(Printed Name of ISU Authorized Representative)

Date: _____

(Signature)

(Title)