

**IOWA STATE UNIVERSITY
CATERING AGREEMENT**

This Agreement (“Agreement”) made by and between Iowa State University (“University”) and _____ (“Vendor”) enter into this Agreement, which shall allow Vendor to provide catering service or food/beverage delivery for events held at University facilities.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties to this Agreement agree as follows:

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 (3) 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.

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 the University’s Office of Risk Management (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 Iowa State University policies. The process of liquor license approval at ISU 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.

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 Iowa State University reserves the right to increase the minimum limits if Iowa State University Office of Risk Management determines additional types or limits of coverage are necessary.

4.2.4 Iowa State 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 Iowa State 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 Iowa State 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 sub-subcontractors 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
3618 ASB
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 Purchasing 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 without a properly executed University issued Purchase Order ("PO") or Iowa State University issued credit card ("Purchasing Card"). To guarantee payment, you must receive one of these two payment methods PRIOR TO THE SERVICES BEING PROVIDED.

5.1.2 If you receive a purchase order, reference the 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 an authorized University Purchasing Agent. A list of current authorized purchasing agents can be found here: <http://www.purchasing.iastate.edu/staff>

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 Iowa State University.

5.2.3 Payment for these third party events must be arranged directly with the third party. Iowa State 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 attorneys' 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 Contractor or Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. 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 In any and all claims against the University, its agents, successors, and assigns, and the Board of Regents, State of Iowa, by any employee of the Vendor or its Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the 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 Subcontractor under worker's compensation, disability benefits or other employee benefit acts.

6.3 The Vendor agrees to jointly and severally indemnify and hold the State of Iowa; the Board of Regents, State of Iowa; and the University, its agents, successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the selected Vendor to fully perform and comply with the terms and obligations of the Agreement.

7. NO RIGHT TO UNIVERSITY MARKS

This Agreement shall not be construed as providing Vendor with any rights to use University or names, trademarks, logos, or photographic images.

8. PERSONAL OR NON-UNIVERSITY OWNED PROPERTY

Iowa State 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 ISU property caused by Vendor or Vendor's employees, agents, subcontractors or guests, and for any excessive trash. Vendor shall notify ISU immediately of any such damage or loss. ISU may repair or replace such damaged or lost ISU property and remove excessive trash. In such event, ISU shall provide Vendor with an invoice for the costs incurred by ISU for such repair, replacement or removal and Vendor shall pay such invoice within 15 days of receipt.

10. SUPERVISION OF EMPLOYEES

Vendor shall be responsible for the supervision and control of its employees and agents. Vendor's personnel shall observe all University rules, regulations, and policies either currently in force or as adopted. Iowa State University reserves the right to require the Vendor to remove any employee or agent of Vendor at any time, whether temporarily or permanently, from event. Vendor shall comply with all applicable government regulations related to employment, compensation and payment for its employees or agents and shall be responsible for personnel relations of its payrolled employees.

11. TERMINATION

In the event that either party defaults on its responsibilities under this Agreement, either party shall have the right to terminate Agreement upon 15 days' written notice, provided that each party shall have the right to cure such default within the same 15-day period. If University is in default and fails to cure within said 15-day period, Vendor shall be relieved of all responsibilities under this Agreement. If Vendor is in default and fails to cure within said 15-day period, University shall be relieved of all responsibilities under this Agreement.

12. NOTICES

All statements, notices, and mailings of any nature relating to this Agreement shall be sufficient if mailed U.S. Mail, postage prepaid, addressed 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:

Iowa State University
Office of Risk Management
3618 ASB
Ames, Iowa 50011-3618
Phone: (515) 294-7711
Fax: (515) 294-3105

13. NO ENDORSEMENT

This Agreement shall not be construed as an endorsement by Iowa State University of Vendor's goods or services.

14. INDEPENDENT CONTRACTOR STATUS

Vendor agrees that the relationship between Vendor and University is that of an independent contractor for employment tax purposes. Vendor shall be solely responsible for self-employment, income or any other taxes relating to payments under this agreement including those of any employees. Vendor shall be solely responsible for liability, disability and health insurance coverage.

15. TAXES -- FEDERAL, STATE AND LOCAL The University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the Vendor's employee's wages. The University is exempt from State and Local Sales and Use Taxes on the products and services supplied pursuant to this Agreement.

16. LAWS

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

17. ENTIRE AGREEMENT

Upon execution by the parties, this Agreement shall embody the entire agreement between the parties and no modifications, amendments, or variations shall be of any effect unless in writing and signed by duly authorized officers of the Caterer/Vendor and ISU.

18. NO ASSIGNMENT

This Agreement is specific to the parties and may not be assigned or sublicensed by Caterer/Vendor without the prior written permission of ISU.

19. APPLICABLE REGULATIONS

Caterer/Vendor agrees that any activities which it undertakes pursuant to this Agreement shall be consistent with federal, state, and local regulations.

20. IMMUNITY FROM LIABILITY

Every person who is a party to this Agreement is hereby notified and agrees that University is immune from liability and suit for or from Vendor’s activities involving third parties and arising from this Agreement.

21. CONFLICT OF INTEREST

Should Contractor be a paid employee of ISU, any other Iowa Regent institution, or state agency, Contractor will be considered a “conflict of interest vendor.” Whenever Contractor represents a conflict of interest, Contractor must have prior approval from the University Conflict of Interest Procurement Committee (COIPC) to do business with the University. Contact the Purchasing Department at (515) 294-4860 for further information and do not sign this Agreement, until express approval has been given by the Purchasing Department. In addition, the Office of Management and Budget (OMB) Circular A-110 imposes additional requirements on federally funded projects. See Procurement Standards. _____.42 Codes of Conduct, <http://www.whitehouse.gov/omb/circulars/a110/a110.html#42>.

22. VENDOR INFORMATION

VENDOR NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

VENDOR’S TAX IDENTIFICATION NUMBER: _____

If Vendor is a sole proprietor, the number must be either the Social Security Number* of the individual or the Federal Employer Identification number (Taxpayer I.D.).

*Disclosure of your Social Security Number (SSN) is required of you in order for Iowa State University to report taxable income as mandated by IRS regulations. Federal and State law protects the privacy and security of your SSN and Iowa State University will not disclose your SSN without your consent for any other purposes except as allowed by law.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, the parties have signed this Agreement and caused it to be executed in duplicate, with each of the copies to be considered an original agreement.

VENDOR

(Printed Name)

Date: _____

(Signature)

(Title)

IOWA STATE UNIVERSITY

(Printed Name of ISU Authorized Representative)

Date: _____

(Signature)

(Title)