



# VETERANS MEMORIAL

## CIVIC & CONVENTION CENTER

### CATERING PROVIDER APPLICATION

**NAME OF FIRM**

**CONTACT PERSON(S):**

**ADDRESS/CITY/STATE/ZIP**

**TELEPHONE**

**EMAIL**

The above named organization does hereby request a permit to cater in or on the premises of the VETERANS MEMORIAL CIVIC AND CONVENTION CENTER (VMCC). I certify that I have obtained a license to do business in the State of Ohio, Allen County, and all applicable municipalities. I agree to abide by all requirements prescribed by the VMCC and further agree to make all payments prescribed, including catering fee.

I, agree to use the CATERING EVENT SET UP FORM in submitting quotations for the VMCC functions, and will forward a copy of the quotation form to the VMCC at least 48 hours prior to any function should I be the accepted caterer.

I have enclosed the following items with this application:

- ☐ \$ 200.00 Application Fee
- ☐ \$ 250.00 Clean-Up Deposit Maintained by VMCC as long as caterer is active caterer (Refundable if you choose not to renew)
- ☐ Evidence of five years or more successful off-site premise catering.
- ☐ Copy of food service operation license.
- ☐ Copy of current health permit.
- ☐ Copy of public liability insurance policy with \$1,000,000 per occurrence and \$2,000,000 aggregate for loss from accident resulting in bodily or other injury to or death of persons, and \$500,000 for loss from an accident resulting in damage to or destruction of property.
- ☐ Proof of workers' compensation insurance.
- ☐ Signed copy of Catering Agreement

I hereby agree to the terms and conditions of the agreement as stated above.

Caterer: \_\_\_\_\_

Date: \_\_\_\_\_

For Office Use Only: \_\_\_\_\_ Approved

\_\_\_\_\_ Not-Approved

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# VETERANS MEMORIAL CIVIC & CONVENTION CENTER OF LIMA/ALLEN COUNTY

7 Town Square Lima, Oh 45801

Telephone: 419-224-5222

Fax: 419-224-6964

## Catering Agreement

In order to be considered an approved Caterer for the VMCC, an applicant must submit the documents outlined in Section A below and agree to the terms and conditions as outlined in Section B below. Once the applicant has met all terms and conditions as outlined in this agreement, the CEO will send a letter of acceptance to the Caterer and place him or her on the approved Caterers list.

Caterers must file an **annual** payment of two hundred dollars (\$200.00) event application fee, and a two hundred and fifty dollar (\$250.00) cleaning fee deposit. The cleaning fee deposit will be refundable if the Caterer is in good standing for duration of the agreement, for up to two calendar years. A cleaning fee will be imposed anytime an area fails to meet cleaning standards as outlined and posted. Only those Caterers who are on the approved list and have executed this agreement may utilize the VMCC and its facilities as a catering site. Approval as a Caterer may be cancelled at any time by the VMCC CEO for breach of any of the Caterer's responsibilities as set forth herein, or for otherwise failing to perform in a professional and business-like manner as determined by the CEO.

### A. APPROVAL OF CATERER:

In applying for approval as a Caterer for the VMCC, the following criteria has been established to ensure that the quality of food and service meet or exceed our clients' expectations. Each applicant must submit the following information to be considered as an approved Caterer:

1. Evidence of five years or more successful off-site premise catering.
2. Copy of food service operation license.
3. Copy of current health permit.
4. Copy of public liability insurance policy with \$1,000,000 per occurrence and \$2,000,000 aggregate for loss from accident resulting in bodily or other injury to or death of persons, and \$500,000 for loss from an accident resulting in damage to or destruction of property.
5. Cleaning deposit of \$250.00 made payable to the VMCC.
6. Proof of workers' compensation insurance.

### B. TERMS AND CONDITIONS FOR CATERING SERVICES AT VMCC

1. The term of this agreement shall be one year commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. Provided the caterer is not in default in the payment or performance of any of its obligations under the terms of this agreement, the agreement will automatically be extended under the same terms and conditions, unless a notice of

termination, in writing, is provided by either party at least 90 days prior to the expiration of the term. In the event of the extension, all terms and conditions remain in force.

2. Proof of workers compensation insurance, health permits, business licenses and liability insurance will be maintained by the VMCC. Should any of these items be allowed to lapse, it will be grounds for termination of this agreement.
3. Catering Forms and final guarantees are due **no later than four (4) days before the event**. The **Catering Event Set Up Form** should include all food service table requirements. The Caterer will leave the kitchen in an orderly fashion for the next client group. Catering Set-Up Request must be signed and returned to the VMCC no later than three (3) days prior to the event date. Caterers not able to submit set up requests in a three day time frame recognize that set up may not be as requested. Caterers not listing their requests for needs from the VMCC will not receive any VMCC equipment. Caterers must check for assigned kitchen and event areas. Caterers are not permitted to occupy facility spaces without requesting in advance with VMCC Event Services Staff.
4. Event areas will be set by the VMCC according to the client's specifications and the food service table requirements received on the **Catering Set Up Form**. Any unusual requirements by the Caterer must be discussed with the VMCC as soon as they are known to ensure adequate space and to receive approval of the setup from the Client. Any changes to the room setup made after the event area has been set per prior received specifications, due to a failure on the Caterer's part to inform of special needs, may result in charges levied against the Caterer and not the Client.
5. Event areas and kitchen areas will be made available to the Caterer four (4) hours prior to the start of the event. Caterers are to vacate the premises two (2) hours after the event ends.
6. **Caterer is responsible for providing all catering service supplies and equipment** required for the event.
7. Caterer is responsible for sanitation and safety in and around their food service areas. This includes removal of trash from the event areas and kitchen areas to the dumpster. Breakdown stations must be in service hallways and kitchen facilities and must be left in the condition they were upon arrival. The clean-up of all food, utensils etc. in the event areas as well as the kitchen and service areas is the responsibility of the Caterer. **Per the Health Department, do not put floor mats in the sinks to clean them.** If Caterer fails to clean the event area, a charge of \$20 per hour per man will be levied against the Caterer for VMCC to complete the job. Any damages caused by the Caterer or the Caterer's staff should be reported to a representative of VMCC immediately. Failure to report such damages will result in the termination of this agreement. Caterer will be responsible for fixing damage within a reasonable time as set by the CEO of VMCC or provide monetary

compensation for the damages. A representative of VMCC will evaluate and record in writing the condition of the kitchen, load-in areas, perimeter work areas and event areas of VMCC. Any unsatisfactory conditions will immediately be reported to the Caterer and are to be resolved at that time. Should the condition not be resolved at that time, it will result in the termination of this agreement.

8. The following will result in termination of this agreement: any violation of this agreement, unsanitary conditions, disrespectful treatment of a client or VMCC employee, misuse of equipment, lack of proper and timely service to clients, consumption of alcohol by Caterer or Caterer's staff, serving of alcoholic beverages to attendees, and any theft of client, their attendees or VMCC.
9. Caterer is to provide superior levels of customer service to all VMCC clients and provide fresh, wholesome food and beverage products at appropriate temperatures in accordance with sanitation and safety practices as established by the State of Ohio and all applicable authorities.
10. The VMCC will **require payment within seven (15) days after the event** from the Caterer for the agreed upon number of people x price charged to client x 10% VMCC fee. Any fee which is not paid within the seven day period will accrue finance charges of eighteen (18%) annual percentage rate. Catering fees are the responsibility of the Caterer, not the client.

**VMCC RESPONSIBILITIES:**

11. To provide an accessible, clean, well lit work area three hours prior to the event, unless otherwise agreed upon.
12. When use of the actual kitchen facilities have been provided, the VMCC will make every effort to provide the Caterer with fully functional equipment. Should any of the equipment not be functional, or be in danger of not functioning properly, the VMCC will make every effort to notify the Caterer of such prior to arrival. (Note: Use of facilities must be verified in writing from the Director of Event Services.)
13. The VMCC will furnish all electricity, gas, water and drainage service. The CEO reserves the right to collect a surcharge for any unauthorized or excessive use of the utilities.
14. The VMCC is responsible for trash removal in non-event areas of the Center. Caterer will be provided access to the Center's waste disposal unit at no charge. It is to be understood that the Caterer will be responsible for all receptacles in the kitchen areas and transportation of such waste to the waste disposal unit. The CEO reserves the right to collect a surcharge for any unauthorized or excessive use of the waste disposal unit.

1. The term of this contract shall be for one (1) year beginning on the \_\_\_\_ day of \_\_\_\_\_, 2009 and shall end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Provided the Caterer is not in default in the payment or performance of any of its obligations under the terms of this Contract, the Contract shall automatically be extended for up to two (2) additional One (1) year periods, unless a notice of termination, in writing, is provided by either party at least Ninety (90) days prior to the expiration of the initial term. or an extended term. In the event of the extension of this Contract, then all the terms and conditions herein recited shall remain in full force and effect including the membership fee to be paid by the Caterer in the amount of One Thousand and 00/100 Dollars (\$1,000.00) per year which shall be paid by the Caterer by the commencement of the extended term.
2. Caterer, along with the other members of the Catering Network, shall be listed as approved provider of catering services. The appropriate Facility Usage Fee, as hereinafter defined, would apply to all users and be used to further the catering services at the VMCCC.
3. Menus and options as provided by the approved providers of the Catering Network will be featured as part of the VMCCC marketing materials. Caterer shall provide menus with pricing structures available for catering to VMCCC at commencement of this agreement.
4. The VMCCC and approved caterers shall commit to providing first rate customer services to client groups. Caterer and VMCCC recognize the need for excellent quality and service as a mutual dependency. To that end, customer feedback will allow for a consequence of potential expulsion from the network, at the VMCCC sole discretion, after a pattern of negative service is determined.
5. Restaurant Network members and Caterer agree to pay a Facility Usage Fee to the VMCCC to cover facility usage and equipment wear and tear. The Facility Usage Fee is a 10% commission on the total catering bill paid by the Caterer to the VMCCC. The total catering bill shall be calculated by the cost per cover times the number of covers charged to the sponsor of the event, excluding that portion of the amount added for service charge (gratuity) and tax. This number should correspond directly to the Cost Per Cover stated on the Event Set Up. The commission fee is due and payable by the Caterer to the VMCCC fifteen (15) days following the event date. The caterer's representative must contact the VMCCC on the next business day following the event to convey any changes to cover charged. The VMCCC reserves the right to request a copy of the caterer's bill to client to verify the total catering bill.
6. Failure by the Caterer to pay Facility Usage Fee to the VMCCC and any late charges after a 60 day grace period will result in removal from network and lockout from the Veterans' Memorial Civic & Convention Center facility. Accounts unpaid after 30 days from the date of the event are subject to a 12% penalty accrued monthly. Further, Caterer, and other members of the Catering Network having accounts or unpaid balances after 60 days shall be subject to having their bill turned over to a collection agency or the Allen County Prosecutors' office for collection.

7. Caterer agrees to provide the following items as part of agreement prior to commencement of first year, with copies updated annually at renewal: 1) food service operation license and 2) food service insurance protection. This Contract shall be contingent upon the Caterer maintaining said food service operation license and food service insurance protection during the term of this Contract.
12. Caterer agrees to secure from a good and responsible company or companies doing insurance business in the State of Ohio and maintain during the entire term of this lease or any renewal, the following insurance coverage:
  - (a) Public liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 (\$2,000,000.00) aggregate for loss from an accident resulting in bodily or other injury to or death of persons, and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for loss from an accident resulting in damage to or destruction of property.
  - (b) The Comprehensive Liability Policy shall include food products liability and Hired Non-Owned Auto Coverage for no less than \$1,000,000 limit.

Caterer agrees that the VMCCC shall be named as an additional insured on the aforementioned policies of insurance.

The original policies may be retained by the Caterer, but the VMCCC shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies. Caterer shall provide VMCCC a certificate of insurance for such policies with a copy of the additional insured endorsement.

Proof must also be given by Caterer to the VMCCC that each of the policies provided for in this article expressly provides that the policy shall not be canceled or altered without Thirty (30) days' prior written notice to the VMCCC.

8. The Caterer must provide all waiters/waitresses and other serving and bus personnel. The Caterer must provide a qualified, on-site manager during events. All employees of the Caterer must be at least 16 years of age. Employees younger than 16 years are not permitted to perform catering tasks at the VMCCC. All employees shall be neat and clean in appearance; wearing an item of uniform or company identification is encouraged.
9. Caterer shall indemnify and hold the VMCCC harmless from any claims arising out the actions of the Caterer or its employees in carrying out any activities on the premises of the VMCCC.

10. Check In/Check Out Requirements. The Caterer agrees to adhere to processes for kitchen for fair and appropriate use. The Caterer will leave the kitchen in an orderly fashion for the next client group.
11. Catering Set-Up Request must be signed and returned to the VMCCC no later than three (3) days prior to the event date. Caterers not able to submit set up requests in three day time frame recognize that set up may not be as requested. Caterers not listing their requests for needs from the VMCCC will not receive any VMCCC equipment. Caterers must check for assigned kitchen and events areas. Caterers are not permitted to occupy facility spaces without requesting in advance with VMCCC Director of Event Services.
12. The Caterer shall assume all obligation and liability with respect to the possession of the kitchen and equipment, and for its use, operation, and condition, during the Caterer's use as provided herein. The Caterer shall employ and have absolute control, supervision, and responsibility over any operators or users of the kitchen and equipment. The Caterer shall use the kitchen and equipment in a careful and proper manner and shall agree not to permit the kitchen or equipment to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of kitchen and equipment. Caterer agrees to reimburse VMCC in full for all damage to the property arising from any misuse or negligent act by Caterer, its employees, and its agents. Caterer will indemnify and hold VMCCC harmless from any and all liabilities, fines, forfeitures, or penalties for violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.
13. In the event that this agreement is not renewed as provided in Paragraph 1, the Caterer shall have the right to cater any and all events which it had booked and contracted for prior to the termination of this Contract provided the Caterer is good standing and has performed all its obligations as provided herein. The Caterer shall continue to be subject to any and all conditions as provided hereunder.
14. Caterer shall not, directly or indirectly:
  - (a) solicit a customer or client of the VMCCC for the purpose of providing catering services outside of the Veterans' Memorial Civic & Convention Center
  - (b) induce a client or customer of the VMCCC to use another facility outside of the Veterans' Memorial Civic & Convention Center
  - (c) provide any information to another person for the purpose of aiding the solicitation of any customer or client of the VMCCC by that person for the benefit of a competitor or another facility.
15. VMCCC may terminate this agreement immediately should the Caterer fail to abide by the terms and conditions of this Agreement.

C. FINANCIAL OBLIGATIONS:

Catering Fee: 10% of gross receipts, less taxes and gratuities

I hereby agree to the terms and conditions of the agreement as stated above.

Caterer: \_\_\_\_\_

Date: \_\_\_\_\_

VMCC: \_\_\_\_\_

Date: \_\_\_\_\_