

## **INITIAL CATERING CONTRACT WITH CLEMSON UNIVERSITY FOR ON-CAMPUS OR UNIVERSITY FACILITIES**

This Catering Contract is entered into between Clemson University ("CLEMSON") and \_\_\_\_\_ ("CATERER") (together, "PARTIES") and sets forth the agreement between the PARTIES.

WHEREAS, CLEMSON desires to have CATERER provide food and beverages for specific events and CATERER wishes to provide such services;

THEREFORE, the PARTIES agree as follows:

1. APPLICABILITY.

A. Type. This contract only applies to catering events: (i) for which total payment amounts to less than one thousand dollars (\$1,000) per individual event; (ii) which are team meals and snacks approved by the Athletic Department, or (ii) with an approved waiver from Aramark to use another caterer.

B. Location. The contract only applies to the catering of events on the Clemson University Main Campus and the immediate surrounding area.

C. No Alcohol. No alcohol may be ordered or received.

2. Registration. CATERER must register in CLEMSON'S electronic payment system to be listed as an approved CATERER on CLEMSON'S Approved Caterer List.

3. Confirmation. CATERER agrees to send confirmation of an order from CLEMSON before providing services.

4. Payment. CLEMSON agrees to pay CATERER within thirty (30) days of submittal of a proper invoice.

5. Insurance: CATERER is an independent contractor and, as such, assumes full responsibility for payment of all State and Federal taxes. CATERER shall provide CLEMSON with certificates of insurance showing: (1) \$1,000,000 (\$1 million) commercial general liability, to include products and completed operation; and (2) \$1,000,000 (\$1 million) automobile liability insurance if a vehicle is owned by CATERER. CATERER warrants it has obtained all applicable employment-related insurance for its employees.

6. Indemnification: CATERER shall indemnify, defend and hold harmless CLEMSON, its corporate affiliates, current or future directors, trustees, officers, employees, students, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any claim, liability, cost, damage, deficiency, loss, expense or obligation of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of this Contract (including, but not limited to, actions in the form of tort, warranty, or strict liability).

7. License. CATERER must provide CLEMSON with two logos/trademarks/service marks for CLEMSON to reproduce on CLEMSON'S website. The marks must be 30px H by 70px W and 175px H by 200px W, or as otherwise designated by CLEMSON. CATERER authorizes CLEMSON to utilize the logo/trademark/service mark solely to the extent required for listing CATERER on its website.

8. Catering Catalog and Description of Cuisine. CATERER will provide CLEMSON with a catering menu catalog on CLEMSON'S template within thirty (30) days of a request by CLEMSON. CATERER'S cuisine can be described in general as \_\_\_\_\_.

9. Cancellation: CLEMSON may cancel any event with fifteen (15) days' notice without charge. CLEMSON will pay actual costs incurred if the event is incurred with less than fifteen (15) days' notice.

10. Force Majeure: If either PARTY is prevented from performing or is unable to perform any of its obligations under this Contract due to causes beyond the reasonable control of the PARTY invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes (each, a "Force Majeure Event"), such PARTY'S performance shall be excused.

**COVID-19 Termination**: This Contract is being signed by each PARTY with full knowledge of the ongoing COVID-19 pandemic affecting the United States and the World (the "Pandemic"). Pandemic-related concerns have caused the cancellation of events across the United States. CLEMSON is signing this Contract for the purposes of participating in various events. It is unknown at the time of the signing of this Contract if any events will be canceled due to Pandemic-related concerns. If an event is cancelled due to a Pandemic-related concern, the order related to the event is automatically terminated.

11. Termination. Either party may terminate this contract with thirty (30) days' notice as long as an order has not been issued for a time period that is longer than thirty (30) days. If an event has been scheduled beyond thirty (30) days, then no more orders will be issued to the CATERER and the contract will terminate on the date of the last issued order.

12. Legal Compliance: CATERER warrants that it complies all applicable local health department rules and regulations relating to food preparation and food service.

13. Assignment: This Contract cannot be assigned by CATERER. CLEMSON may assign to another CLEMSON office, department, or affiliated organization.

14. Governing Law: This Contract shall be governed by and interpreted in accordance with the laws of the State of South Carolina without giving effect to its conflicts of law rules.

15. Signature. CATERER warrants that the signatory has the authority to sign for its company.

16. Entire Agreement: This document constitutes the entire agreement between the PARTIES.

**ACCEPTED AND AGREED TO**

\_\_\_\_\_ (CATERER) dba \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact person: \_\_\_\_\_

Website: \_\_\_\_\_