ST. THOMAS UNIVERSITY, INC.
CATERING SERVICE AGREEMENT

St. Thomas University, Inc. (hereinafter the “University”), a Florida not-for-profit corporation, enters into the Catering Service Agreement (“Agreement”) with _____ (hereinafter the “Caterer”), pursuant to the terms and conditions set forth herein of this Agreement. If, in the opinion of the University, the Caterer fails to fulfill any obligation in the Agreement, the University may cancel this Agreement by giving notice to the Caterer.

The University desires to enter an Agreement with Caterer for performance of these professional catering services. In exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the University and Caterer agree as follows:

1. Catering Vendor Data
   a. Contact’s Name: ____________________________
   b. Phone Number: ____________________________
   c. Catering License No: _______________________
   d. Expiration Date: ____________________________
   e. Insurance Carrier: __________________________
   f. Policy No: _________________________________

2. Catering Event Data. Caterer shall provide certain professional catering services (the “Services”) in connection with the following event (the “Event”):
   a. Event Date: ________________________________
      (Click here to enter a date.)
   b. Event Name: _______________________________
   c. Projected Attendance: _______________________
   d. Event Location: ____________________________
   e. Event Time: ________________________________
   f. Caterer Arrival & Set-up Time: __________________
   g. Caterer Clean-up & Departure: __________________

3. Caterer’s Obligations
   a. Menu: Caterer’s Services shall include the provision of ample food to serve the number of Event attendees indicated in Paragraph 2 of this Agreement. The menu shall be as follows:

   b. Compliance with Food and Alcohol Regulations: In providing the Services, Caterer shall follow all applicable state and local statues, codes, ordinances, and regulations regarding the preparation,
c. **Removal of Trash:** The Caterer must reasonably protect any University property or facility used and, upon conclusion of the event, must provide for all necessary cleanup, repair, and restoration of such property or facility to its condition prior to the event, so that such property or facility is suitable for normal use. Cleanup, repair and restoration must be accomplished immediately after the event has concluded. If repairs or restoration are not completed within the required time period, set by the University, the University may make the necessary repairs and assess the charges for such services and materials to the Caterer.

d. **Subcontracting, Assignment, and Transfer Prohibited:** Due to Caterer’s unique abilities, the Caterer shall not assign or sublease all or any part of its obligations under this Agreement or its permission to use any portion of the facilities without the advance written consent of the University. Consent may be withheld by the University’s sole and absolute discretion, nor shall Caterer permit any use of the facilities other than as specified in this Agreement.

e. **Compliance with Applicable Laws:** The Caterer agrees to comply with all laws of the United States and of the State of Florida, the rules, regulations and policies of the University, and any applicable municipal or county ordinances (collectively “the Laws”). Failure to comply with any one or more of the Laws may, at the discretion of the University, result in the termination of this Agreement by University. If, in the opinion of the University, violation of one or more of the Laws may cause a public hazard or nuisance, the University may demand the immediate correction of such violation or may terminate the catering services authorized to be conducted by this Agreement. This Agreement shall be considered to have been executed in the State of Florida and shall be interpreted and enforced in accordance with the laws of the State of Florida. Proper jurisdiction for any disputes arising from or relating to this Agreement shall lie exclusively in the state or federal courts located in Miami-Dade County, Florida.

f. **Additional Services:**

4. **University’s Responsibility.** The University shall prepare and be responsible for the following:

5. **Payment.** In consideration of the Services provided to this Agreement and upon receipt and approval of an invoice from Caterer, the University shall pay Caterer a fee of _____ Dollars ($_____.) per Event attendee for a total cost of _____ Dollars ($_____.)
6. **Indemnification.** The User agrees to hold the University, the Archdiocese of Miami, Archbishop Thomas G. Wenski, and all their respective officers, agents, volunteers, and employees (collectively, the “University Parties”) harmless and to defend and indemnify them from and against any and all claims, damages or liabilities, including attorney fees, that may arise indirectly or directly from User’s breach of any term or condition of this Agreement or any acts or omissions in connection with User’s use of the University’s facilities or services, whether caused by the User’s action or negligence or the action of negligence of the University Parties, User’s employees, agents, contractors, or invitees or any third parties in connection with this Agreement.

7. **Insurance.** Contemporaneously with the execution of the Agreement, the User agrees to furnish to the University proof of liability insurance coverage in the amount of **One Million and No Cents ($1,000,000.00) Dollars per occurrence, and Three Million and No Cents ($3,000,000.00) Dollars in the aggregate.** The User shall also maintain Workmen’s Compensation Insurance per Florida Statue. St. Thomas University, Inc., the Archdiocese of Miami, Archbishop Thomas G. Wenski, and all their respective officers, agents, volunteers, and employees shall be named as additional insured under General Liability. All insurance shall be placed with companies admitted to do business in the State of Florida or which shall have an AM Best rating of at least an “A.” University must be a certificate holder on any policy of insurance purchased by User in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. User shall obtain the insurer’s agreement to give not less than thirty (30) days advance notice to University before cancellation, expiration or alteration of any policy of insurance. User agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the terms of the Agreement. University shall be named as additional insureds and said policy will be primary over any other collectible insurance for any liability arising out of claims in connection with this Agreement.

8. **Independent Contractor.** Caterer shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in connection with its provision of the Services. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Caterer and University. Caterer represents that it has, or will secure its own expense, all personnel required in performing the Services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the University.

   If the University is unable to give User possession of the facilities on the specified date by reason of a force majeure event, the University shall not be subject to liability for failure to give possession. Under such circumstances, the User shall be entitled to a pro-rata return of any advance sum paid, or any other acceptable arrangement mutually agreed to by the parties. A force majeure event shall include fire, earthquake, hurricane, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government of governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of the University.

   The Caterer, its officers, employees, volunteers, agents, invitees and contractors expressly waive all rights, claims and demands, and forever releases, discharges and holds harmless the University Parties from any and all demands, claims, actions and causes of action arising from any cause whatsoever and arising directly or indirectly out of User’s use of the University facilities and services, whether caused by the Caterer’s action or negligence or the action or negligence of the University Parties, the Caterer’s employees, agents, contractors or invitees or any third parties in connection with this Agreement. The University reserves the right, in its sole discretion, to require Caterer’s officers, employees, volunteers, agents, participants, contractors, vendors, invitees or other third parties participating, assisting or using the University facilities or services in connection with this Agreement to execute a separate written waiver and release in a form to be provided by University.
User hereby represents and warrants that its use of University facilities and services as set forth herein will not be obscene, defamatory, violate any copyright or infringe upon the literary or any other rights of any person, firm, or corporation, including but not limited to, the right of privacy. User also represents and warrants that its use will not violate any governmental law, resolution, ordinance or regulatory act, and that it has obtained all necessary licenses, permissions and clearances.

University reserves the right to give its consent of all pictures which are of University property or which identify University, which consent may be withheld in University’s sole and absolute discretion. Nothing herein shall grant to User any interests in or rights to use the University name, logo or trademarks without the prior written consent of University, which consent may be withheld in University’s sole and absolute discretion.

CATERER

Authorized Officer

Title

Date

ST. THOMAS UNIVERSITY, INC.

Risk Manager

Date

Also approved by:

Event Coordinator

Date