

**CATERING AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between North Carolina State University, c/o Department of Student Activities, Campus Box 7306, Talley Student Center, Cates Avenue, NC 27695-7306, (hereinafter referred to as UNIVERSITY) and [Caterer name and address, please print or type] \_\_\_\_\_ (hereinafter referred to as Caterer).

**WITNESSETH**

THAT WHEREAS, UNIVERSITY has engaged the Caterer to perform certain services;

WHEREAS, the parties hereto desire to reduce the terms of this Agreement to writing;

NOW THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

**1.0 IDENTIFYING INFORMATION AND SCHEDULE**

**1.1 CATERING VENDOR DATA**

Contact Name: \_\_\_\_\_ (Please print or type)  
Phone # \_\_\_\_\_  
Catering License # \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
Insurance Carrier \_\_\_\_\_  
Policy # \_\_\_\_\_

**1.2 CATERING EVENT DATA**

Event Date: \_\_\_\_\_  
Event Name: \_\_\_\_\_  
Projected Attendance: \_\_\_\_\_  
Location: \_\_\_\_\_  
Time: AM/PM \_\_\_\_\_  
Caterer Arrival and Set-Up Time: \_\_\_\_\_  
Clean-Up/Departure: (If applicable) \_\_\_\_\_

**2.0 DUTIES OF THE Caterer AND UNIVERSITY**

The Caterer shall prepare and be responsible for the following:

Caterer agrees to provide ample food to serve the number of people indicated in 1.2 above.

Menu: (Print or type)

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Price per person: \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_

Caterer agrees to follow State of North Carolina Health Department Food preparation regulations as follows:

- All food must be prepared in Health Department approved facility with a catering license.
- All catering companies must carry the necessary insurance to cater outside events.
- Caterer must have the correct equipment to hold and transport food at proper health code temperatures.

Hot Food:

All hot food needs to be finished cooking no longer than one hour prior to transporting.

All hot food must be cooked to minimum health code guidelines.

- Ground Beef            165 degrees
- Beef                      140 degrees
- Chicken                 165 degrees
- Pork                      155 degrees
- Lamb                     145 degrees
- Seafood                 145 degrees

Once cooked, all hot food must be held at a minimum of 140 degrees at all times.

Cold Food:

All cold food must be prepared no more than 24 hours prior to transportation.

Cold food must be kept below 40 degrees at all times.

Any animal product used in cold food must have been cooked to the above minimum health code guidelines.

Caterer shall remove all trash resulting from the catered event and leave the premises in at least as clean a condition as they were before the event.

Other Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2 The UNIVERSITY shall prepare and be responsible for the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.0 PAYMENT**

3.1 Payment will be made by UNIVERSITY check, payable to the Caterer. Taxpayer Identification Number or Social Security Number of Caterer is required. UNIVERSITY payment terms are Net 30 days from receipt of invoice or completion of Caterer duties, whichever occurs later.

3.2 The duties of the Caterer, as described in part 2.0 above, shall be completed when services are fully rendered to the satisfaction of UNIVERSITY.

**4.0 FORCE MAJEURE**

In the event that the performance of this agreement is prevented by any cause beyond the reasonable control of the UNIVERSITY or the Caterer, both the UNIVERSITY and the Caterer shall be relieved of their obligations.

**5.0 RELATIONSHIP BETWEEN PARTIES**

5.1 The Caterer shall be an independent contractor during the period of performance under this Agreement and not an employee of North Carolina State University. The Caterer shall not be entitled to participate in any plan, arrangements, or distributions by the UNIVERSITY pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees.

5.2 As an independent contractor, the Caterer shall be responsible for the payment of any taxes due on any monies received by him/her.

- 5.3 The Caterer shall be responsible for expenses related to any injury or malady occurring to him/her or his/her employees, while on UNIVERSITY property, during the period of this Agreement.
- 5.4 The Caterer agrees to indemnify and hold harmless UNIVERSITY, its trustees, employees, and agents against any liability arising from the subject matter of this Agreement and from any breach of the duties described in the Agreement. Such indemnity shall include, but shall not be limited to costs arising from any litigation.
- 5.5 Each party represents and warrants to the other party that it has full right and power to enter into this agreement.
- 5.6 The Caterer understands that he/she/it is not an agent of UNIVERSITY and shall not hold himself/herself out to the public to be an agent of UNIVERSITY.

**6.0 JURISDICTION**

It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and State all matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, shall be determined.

**7.0 MODIFICATION OF AGREEMENT**

- 7.1 This contract and any documents incorporated specifically with reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreements.
- 7.2 This contract may be amended only by written amendments duly executed by the Caterer and UNIVERSITY.

**8.0 ACCESS TO PERSONS AND RECORDS**

The State or university auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

**9.0 PERSONAL IDENTIFIERS**

If the UNIVERSITY provides the Caterer with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, Caterer hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from UNIVERSITY is necessary for the performance of Caterer duties and responsibilities on behalf of the UNIVERSITY. Caterer further certifies that it shall maintain the confidential and

exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

**10.0 TERMINATION**

The University may terminate this agreement for cause at any time with 30 days notice in writing from the University to the Caterer.

**IN WITNESS THEREOF**, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CATERER**

Authorization:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

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

**NORTH CAROLINA STATE UNIVERSITY**

Authorization:

By: \_\_\_\_\_  
Director of Materials Management

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

Acknowledged by: \_\_\_\_\_  
Project Coordinator