



This Food Services Provider Agreement (“Agreement”) is entered into by and between:

Umpqua Community College
Attn: Chief Financial Officer
1140 Umpqua College Rd
Roseburg, OR 97470

and

Phone: _____
E-Mail: _____

(Hereinafter: “UCC”)

(Hereinafter: “FSP”)

RECITALS:

Whereas, UCC desires to establish agreements with qualified and capable Food Services Providers to provide food services to organizations and groups who host events on campus; and

Whereas, FSP affirms their capability and agrees to meet the requirements outlined in this Agreement; and

Whereas, this Agreement covers the relationship between FSP and UCC, and in no way constitutes a guarantee of purchase of goods and services, as FSP will enter into separate subsequent agreements for specific events;

Now, therefore, in consideration of the mutual promises hereinafter contained, the parties agree to the following terms and conditions:

DEFINITIONS:

Caterer: a person or firm that is hired by a Client to provide food, food services, and food related amenities for that Client’s guests or attendees at the Client’s scheduled Event. A Caterer is paid directly by the Client.

Client: a person or firm that contracts with UCC for the use of its facilities in order to host an event of some description. A Client hires and pays for the Food Services separately from the contract with UCC.

Event: A themed gathering of individuals at UCC for a stated purpose.

Food Services Provider, (FSP): a person or firm that is licensed and able to provide food, food services, and related amenities to gatherings of individuals.

Food Vendor, (FV): a person or firm hired by a Client to provide food and food related services for a Client’s guests or attendees at the Client’s scheduled Event. A FV sells its wares directly to the attendees rather than to the Client and is therefore paid by the individual buyers of its products and services. An example is a Food Truck.

Private Event: an event hosted by a person or firm unrelated or unaffiliated with UCC.

UCC Event: an event hosted by UCC or one of its departments.

1. TERMS AND CONDITIONS

- 1.1. **Term:** The term of this Agreement is **from July 1, 2019 to June 30, 2020** and will become valid upon signature of both parties.
- 1.2. **Renewal & Revisions:** This Agreement will renew annually unless terminated as per 1.4, Termination.
- 1.3. **Organizational Changes:** Any major change to the Firm’s organization or Staffing shall be reported to UCC within 30 days of such a change taking place.
- 1.4. **Termination.** This Agreement may be terminated, at any time, by mutual consent of both parties; by UCC upon 30-days’ written notice; by failure of FSP to meet all requirements outlined in Sections 2.5, 2.6 and 2.7 of this Agreement; or by a breach of any of the terms, conditions, or general provisions of this Agreement.
- 1.5. **Financial Considerations.** For events that originate with private individuals not affiliated with the College, and fall under the definition of Food Vendor above, the FSP will pay a facilities fee equal to 5% of their total gross sales for the event. FSP will provide copies of receipts or a detailed log showing all sales to UCC in addition to a check payable to UCC no later than 30 days past the conclusion date of the event. If FSP fails to provide this requirement, UCC may, at its sole discretion cancel the agreement with the FSP.
 - 1.5.1. For events originating with any College affiliated persons or departments, this fee is waived.
 - 1.5.2. There is no such fee for a *UCC Event* as defined above.
 - 1.5.3. There is no such fee for a *Caterer* as defined above.
- 1.6. **Food Services Providers, both Caterers and Food Vendors Mandatory Requirements.**
 - 1.6.1. FSP’s must possess all required licenses and be approved for service in Douglas County, Oregon. A copy of these licenses shall be provided to UCC during this application process along with this signed Agreement and will be maintained on file with the UCC Special Events department.
 - 1.6.2. FSP shall obtain, prior to providing service(s), a Douglas County Temporary Restaurant License and provide a copy to the UCC Special Events Department for each event open to the public.
 - 1.6.3. FSP agrees to set up, and take down food for each event FSP agrees to provide servers to serve the food and to maintain cleanliness of the server tables.

1.7. Alcohol Service Requirements.

1.7.1. Southern Oregon Wine Institute (SOWI) is the only provider of alcoholic beverages at UCC. Only Beer and Wine service is allowed at the Venue(s) on a permit basis per event. Alcohol service is restricted to approved areas/event spaces in the facilities. **Hard alcohol service is not permitted.** All requests to serve alcohol will be handled by SOWI.

1.8. Additional Requirements.

1.8.1. FSP is responsible for food clean-up, including cleaning of all UCC equipment used, placing all recyclable items in proper recycle bins, and replacement of all furniture that has been moved. FSP is responsible for removal of all leftover foods, serving items, and trash immediately following the conclusion of an event.

1.8.2. At the discretion of UCC, the FSP may be responsible for providing servers at open events held in the event spaces to include: Danny Lang Teaching, Learning and Event Center, Jacoby Lobby, and Murphy Student Center Dining room.

2. GENERAL PROVISIONS

2.1. Non-Exclusivity. UCC may, at its sole discretion, enter into substantially similar Food Services Provider Pool Agreements with other providers.

2.2. Independent Contractor. UCC and FSP are independent contractors and not partners, joint venture, or principal and agent.

2.3. Site Use _In the course of this Agreement, if the FSP is contracted to provide service(s), the following will apply:

2.3.1. FSP agrees to fully abide by all UCC rules for the facility and campus which are hereby incorporated by reference. While acting under this Agreement, FSP shall comply with generally-accepted community standards of good taste, and the determination of UCC will be conclusive on this issue.

2.3.2. UCC reserves the right to deny access to the Venue by removing the FSP from the campus at any time prior to, or during the event if the guidelines of this Agreement, are not adhered to, or if FSP's actions threatens the safety of people or property. UCC does not relinquish its rights to control the management and operations of the premises, including its right to enforce all applicable rules, laws and ordinances.

2.4. Compliance with Applicable law. FSP agrees to comply with all federal, state, county, and local laws, ordinances, and regulations, applicable to the work to be done under this Agreement. FSP further agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

2.4.1. The use of tobacco and nicotine containing products, including any smoking device or inhalant delivery system, is prohibited on the UCC campus except for designated smoking areas in accordance with Board Policy 308, Use of Tobacco, and Administrative Procedure 308, Smoking and Use of Tobacco.



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- 2.5. Governing Law: This Agreement will be governed and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law principles thereof. Any action or suite brought by the parties relating to this Agreement will be brought and conducted solely and exclusively in the Circuit Court of Douglas County for the State of Oregon.
- 2.6. Insurance and Indemnification: FSP will obtain, at own expense, prior to performing under this Agreement and shall maintain in full force throughout the duration of the Agreement the following insurance:
- 2.6.1. Commercial General Liability. Commercial general liability, covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis, with limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate.
 - 2.6.2. Automobile Liability. Automobile liability insurance, covering all owned, non-owned, or hired vehicles coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.
 - 2.6.3. FSP shall provide UCC a Certificate of Liability Insurance as proof of the required coverage.
 - 2.6.4. In the event that the FSP breaches this Agreement by failing to obtain the insurance required under this section, they shall be held financially responsible for any and all liabilities. FSP's failure to obtain insurance shall not affect FSP's liability.
- 2.7. Indemnification. FSP shall indemnify, defend and hold harmless UCC, its officers, agents, employees, and the board of education members from all claims, suits, or actions of any nature resulting from the activities and services of the FSP, its officers, or employees.
- 2.8. Non-discrimination. Neither Party, in compliance with state and federal laws and regulations, shall not discriminate on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, sex, sexual orientation, or veteran status in any of its policies, procedures, or practices.
- 2.9. Assignment. This Agreement is non-assignable and non-transferrable.
- 2.10. Merger. This Agreement, and all attached exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral understandings, representations, prior discussions and preliminary agreements. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement will bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the last date(s) written below.

By Umpqua Community College:

By Food Services Provider:

Natalya Brown Date
Chief Financial Officer

{INSERT NAME} Date
{INSERT TITLE}



Exhibits (Incorporated by reference):

Food Services Provider Agreement - Exhibit A

FOOD SERVICES PROVIDER PUBLIC INFORMATION DISCLOSURE

This information will be displayed publically on the UCC web site to allow departments, organizations and clubs to contact you to purchase food related services during the course of this Agreement.

Your information can be viewed at any time by visiting: <https://www.umpqua.edu/catering>.

Food Services Provider Name (DBA): _____

Contact Person: _____
Last Name First Name MI

Address: _____
Street Address Suite # (if applicable)

City Zip

Phone: (____) _____ Email: _____

Fax: (____) _____ Website: _____

OLCC License No.: _____ Expiration Date: _____

Brief description of company (for potential use in promotional materials):



Food Services Provider Agreement - Exhibit B

FOOD SERVICES PROVIDER REQUIREMENTS CHECKLIST

This information will not be made public, but will be used in the evaluation process to assess the Provider’s qualifications.

Attach the following documents/proofs and submit along with your signed Agreement.

- A. Current and signed W9, Federal Tax Form.
- B. Proof of Insurance, as compliant with the terms of the Agreement.
- C. All governing Licenses allowing your Firm to operate in the State of Oregon and Douglass County and offer Catering or other Food related Services.
- D. All applicable Certifications for your Firm and its Staff who would be likely to work an event on College Property.
- E. References from at least 2 Event Organizers you’ve worked with in the past 12 months. Include Organizer name, phone number and email contact address.

1. _____

2. _____

