

Senior Center, Inc.
1180 Pepsi Place
Charlottesville, VA 22901
(434) 974-7756 Fax (434) 974-7510

CATERING AGREEMENT

This agreement (the "Agreement") is made this _____ day of _____, _____, between _____ (the "Caterer"), _____ (the "Renter") and Senior Center, Inc. (collectively the "Parties").

Senior Center, Inc. owns and operates the facilities located at 1180 Pepsi Place, Charlottesville, VA 22901 (the "Center"), and provides use of the Center to its members, their guests and the community to host business and social affairs.

The Caterer is in the business of providing food and beverage services to clients. The Caterer acknowledges that Senior Center, Inc. is a private entity which has a legitimate interest in determining which caterers are permitted to cater events at its facilities. The Caterer further acknowledges that permission to cater events at the Center constitutes valuable consideration.

The Renter acknowledges that the Senior Center, Inc. is a private entity which has a legitimate interest in controlling who rents the Center and the type of events permitted at its facilities. The Renter further acknowledges that renting the Center constitutes valuable consideration.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Senior Center, Inc., the Caterer and the Renter agree as follows:

1. That the Caterer will not cook in the Center's kitchen. Specifically, the Caterer will not use the refrigerator, freezer, or Senior Center, Inc.'s dishes, silverware, pots pans, dishwasher, or other equipment. The Caterer may use the Center's ovens (microwave or convection) for warming only. The Caterer also may use the sinks and counter tops;
2. That the Caterer is responsible for communicating time requirements to the Renter so that the Renter may plan for the building to be open for the necessary set-up and clean-up time required by the Caterer. Additionally, the Caterer and Renter agree to clean-up the Center by the end of the contracted rental period;
3. That if alcoholic beverages are to be served, the Caterer or Renter will obtain an application for a banquet license from the Virginia ABC Board, if necessary. The Caterer and Renter agree to visibly post a copy of the license during the event according to ABC regulations. Both the Caterer and the Renter are responsible for complying with all ABC laws;
4. That the Renter and the Caterer will ensure that all food and beverages are kept inside the rooms rented and not permitted in the lobby area;

5. That **NO SMOKING** is allowed anywhere in the building, including the restrooms;
6. That the Renter and the Caterer are responsible for coordinating the pickup and delivery of all rental items including, but not limited to, dishes, helium tank and linens. All rented items must be removed from the premises at the close of the rental event. Senior Center, Inc. does not have storage space for any items to be left overnight and will not be held responsible for any rented items that are lost, stolen, or damaged;
7. That Senior Center, Inc. agrees to set up tables and chairs for a rental function **if** the Renter selects a diagram from the approved list of options **and** submits it to the Facility Coordinator at least **two (2) weeks** prior to the event. Senior Center, Inc. will not be responsible for changes made after that time. The stage in room B, seating in room C, and the piano and organ are considered permanent fixtures and will not be moved;
8. That if the Renter or the Caterer choose to rearrange the tables and chairs provided by Senior Center, Inc., the furniture will not be dragged or pulled across the floor. When moving tables and chairs, the Renter and the Caterer will pick up the items so that floor surfaces do not become scratched or otherwise damaged;
9. That the Renter and the Caterer will ensure that decorations or other items are **not** taped, nailed, tacked, or otherwise attached to any part of the building including, but not limited to, the walls, columns and ceiling of the Center;
10. That the Renter and the Caterer are responsible for placing all trash items, food and debris in the trash cans provided, cleaning all spills, and leaving the facility, surrounding area and parking lot neat and presentable. All spaces will be left clean and in a usable condition. Specifically, the Renter and the Caterer agree to the following:
 - a. Kitchen and Receiving Area. The Caterer is responsible for cleaning all surfaces in the kitchen and receiving area including, but not limited to, the sink, countertops, stainless surfaces, tabletops, and cabinets. The Caterer will ensure that all surface areas are free of food particles, grease and alcohol, all spills are cleaned up and the kitchen floor is swept and mopped. The Caterer will use only clear water, the appropriate amount of floor cleaner (provided by Senior Center, Inc.) and a clean mop. Dust and wet mops are stored in the janitorial sink area beside the stove and will be replaced when finished;
 - b. Robey Rooms. The Renter and the Caterer are responsible for cleaning all surfaces in the rented rooms, including the stage. All surfaces will be left free of any food or spills;
 - c. Trash and Recycling. The Renter and the Caterer will remove all recyclable materials from the Center. Senior Center, Inc. does not have the capability to collect recyclables. At the end of the event, the Renter or the Caterer will collect all trash items from the Center including, but not limited to, trash located in the kitchen and receiving area, Robey Rooms, building perimeter, Rose Garden and parking lot and place them in the

appropriate receptacle and transport them to the outside dumpster. The combination to the dumpster lock is 4444;

- d. Cleaning Supplies and Equipment. Senior Center, Inc. will provide brooms, mops, dust mops, buckets, floor cleaner and trash bags. The Renter and the Caterer are responsible for supplying oven cleaner and other necessary cleaning items. The Caterer also is responsible for reporting any defective equipment to the Senior Center, Inc. representative who closes the building. Senior Center, Inc. does not guarantee and will not be responsible to the Caterer if any equipment including, but not limited to, the ovens, warmers and sinks are inoperable. If the Caterer, however, damages any equipment or other fixture in the facility, the Renter will be responsible for such damages;
11. That the Caterer will check that the pilot lights on the stove are “on” before departure;
12. That the Caterer acknowledges that Senior Center, Inc. is not guaranteeing or assuring the Caterer any volume of business at its facilities and that Senior Center, Inc. will not be responsible in any way to the Caterer to hire the Caterer for any purpose or provide assistance to the Caterer in obtaining contracts to cater events at the Center;
13. That Senior Center, Inc. will not be liable to the Caterer for damages to the Caterer’s equipment or injuries to the Caterer’s employees that occur at the Center;
14. That a copy of the Caterer’s current Certificate of Insurance with a minimum liability of \$500,000 is required thirty (30) days in advance of the rental event date;
15. That prior to using the kitchen, the Caterer will present a business license and either a Health Department Certificate or a Food Service Manager Certificate to the Facility Coordinator thirty (30) days before the event. For this event, happening on _____, the above documents must be mailed, faxed, or brought to the Center in person by _____;
16. That the construction and validity of the Agreement will be interpreted under the, statutes, laws and decided cases of the Commonwealth of Virginia, and if any court of competent jurisdiction determines that any part of the Agreement is invalid, illegal, or unenforceable, that finding shall not have any effect whatsoever on the remaining portions of the Agreement. All descriptive terms in the Agreement are for convenience only and do not define, limit extend, or fully describe the scope of the Agreement;
17. That the Agreement shall be binding upon and inure to the benefit of the Parties only; it is neither transferable nor assignable;
18. Any party may cancel the Agreement at any time, with or without cause;

CATERER

COMPANY: _____

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____

RENTER

COMPANY(If Applicable): _____

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, ST, ZIP: _____

PHONE: _____

SENIOR CENTER, INC.

SIGNED: _____

DATE: _____

TITLE: _____