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| ***TEMPLATE –***  ***Contract/Agreement initiated by a Student Organization for a caterer.***  *Instructions:*  *Please fill in any highlighted section with the appropriate answer and then DELETE the highlight over the section. For example,* **[STUDENT ORGANIZATION,] 🡪 Reveille Fan Club**. *You will repeat this process for all the other sections that are below. You may edit this template however you see fit for your organization and the establishment/facility. Please refer to the Contract Checklist to ensure you have all the necessary sections for basic protection*  *Please note any GREEN highlighted sections are instructions to help guide you in an event that you need them. Once you have the appropriate answer, DELETE the highlighted section.*  *Once this is completed, DELETE the instruction box before turning in your final copy.* |

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**Catering Agreement**

**[COMPANY]**

**AND**

**[ORGANIZATION NAME]**

**A Student Organization at Texas A&M University**

This agreement, when signed by the parties, shall constitute a contract by and between [ORGANIZATION NAME], a recognized student organization at Texas A&M University (hereinafter referred to as “CLIENT”) and [COMPANY] (hereinafter referred to as “CATERER”) as described herein.

1. CLIENT contracts the services of CATERER for engagement as outlined herein:

Event Name: SPECIFIC FUNCTION

Date:

Time:

Location:

1. CLIENT agrees to pay CATERER $AMOUNT, all inclusive, for the rendition of services called for herein: Provide catering services, including…outline your expectations (i.e. type and amount of food, are they responsible for setup and takedown, are they serving the food or just leaving it, etc).

* 1. CATERER will be set up and prepared to begin providing the agreed upon services by TIME. Should CATERER fail to meet this timeline, CLIENT has the right to cancel the engagement at its discretion. In this situation, CATERER agrees to reimburse CLIENT for any and all expenses in excess of AGREED UPON AMOUNT FROM ABOVE required to secure alternate catering services. It is understood and agreed that CLIENT will attempt to secure catering services that are comparable to CATERER in cost and food quality.
  2. In recognition of the fact that the CLIENT is presented as a professional event, CATERER agrees to conduct themselves in a respectful, professional manner during all interactions with CLIENT’s students, staff, administrators, and conference participants.
  3. It is understood and agreed that CATERER will obtain the approval of CLIENT prior to participating in any presentations, activities or meetings with organizations or groups other than those described herein during the time period covered by this contract.
  4. Check will be made payable to: Company name

Payment is to be made by CLIENT check within two (2) weeks following the engagement (or immediately following completion of the terms of the agreement). This amount represents the total sum payable by CLIENT for services hereunder and any other expenses incidental to the presentation will be the sole responsibility of CATERER, unless otherwise specified in this contract.

1. CATERER’s presentation will be part of a larger event entitled SPECIFIC FUNCTION, which will consist of several speakers, workshops, a career fair, and a vendor fair. CLIENT retains sole right to select all conference speakers and presenters.
2. CATERER shall be solely responsible for compliance with any licenses, certificates, rules, regulations, or responsibilities required to fulfill the terms of this agreement. CATERER shall indemnify, hold harmless, and defend CLIENT, its officers, volunteers, and employees from and against any and all claims that may be made or brought against CLIENT for CATERER’s non-compliance with any rules, regulations, or responsibilities required of CATERER with respect to CATERER’s performance of the services outlined in this agreement.
3. Neither party is required to perform any term, condition, or covenant of this contract if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome. In the event that the engagement of CATERER/CLIENT should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to the contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone followed immediately by a fax copy of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.
4. If a breach by CATERER of any provision of this contract, for any reason other than a force majeure as a set out in Item #5 above, results in the agreed services not occurring, CATERER agrees to reimburse CLIENT for any and all expenses in excess of AGREED UPON AMOUNT required to secure alternate catering services. It is understood and agreed that CLIENT will attempt to secure catering services that are comparable to CATERER in cost and food quality. Payment will be due in full sixty (60) days from the contracted performance date.
5. CATERER understands that possession and/or consumption of intoxicating beverages in undesignated areas or other illegal substances on the campus of Texas A&M University is forbidden. If consumption of intoxicating beverages, narcotics or other illegal substances renders the CATERER incapable of fulfilling the terms and conditions outlined in this contract, CLIENT may cancel this contract without liability on the part of the CLIENT.
6. CATERER agrees to provide the CLIENT’s student representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of engagement. The representative for this event is…(put in student representative here), who may be reached at … (put in phone number of student representative).
7. It is understood and agreed that nothing contained in this agreement shall require CLIENT to violate Texas A&M University regulations, or any state or federal laws or regulations.
8. CLIENT will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue service or other similar state/federal agencies.
9. CATERER shall hold harmless CLIENT, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of the speaker or its employees, agents, or representatives.
10. In signing, CLIENT does so as presenter of the presentation and not as employer, producer or operator. CLIENT is purchasing the services of CATERER in accordance with the terms of this agreement. This agreement shall not establish an employer/employee relationship, partnership, or other form of relationship other than that of purchaser/provider.
11. CLIENT will not be liable to the CATERER for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of the CLIENT. Any such claim shall be limited as determined by state of Texas statute.
12. CATERER must notify CLIENT of any and all “Sponsors” or “Underwriters” or any entity other than CATERER who is receiving promotional consideration from CATERER. CLIENT reserves the right to limit any promotional/sponsor activities that do not meet the requirements of CATERER/technical quality, or do not contribute to CLIENT’s goals.
13. This contract contains the entire understanding of the parties and shall be amended or modified only in writing by the CATERER and the CLIENT on its behalf. It is performable in Brazos County, Texas, and shall be construed, interpreted and governed pursuant to the laws of the state of Texas.
14. As a recognized student organization at Texas A&M University, CLIENT may enter into agreement on behalf of its leadership and membership. CLIENT is not authorized to commit Texas A&M University to any part of any agreement except as is consistent with university rules and regulations.

Signatories warrant that they are duly authorized representatives of the parties to this contract.

ACCEPTED AND AGREED:

FOR: [STUDENT ORGANIZATION NAME] FOR: [Company]

A recognized student organization ADDRESS: Address

Texas A&M University Address

BY: BY:

Chief Student Leader, [STUDENT ORGANIZATION]

DATE: DATE:

REVIEWED BY:

ADVISOR, [STUDENT ORGANIZATION]

DATE: