

\*THIS "Preferred Food Vendor Contract" is due 30 days before the event.  
(3 pages)

THIS AGREEMENT, made and entered into between the University of Maryland, Baltimore County (herein referred to as The "University" or "UMBC") and CATERING (herein referred to as the "Merchant").  
**CATERING COMPANY'S NAME**

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. SCOPE OF SERVICE: The Merchant and University agree to enter into this Agreement to permit Merchant to contract to provide food (hereinafter "Cater", "Catering", or "Catered") to events on UMBC property. Catering includes providing food and/or drink, by sale or free of charge, and may or may not use University funds or accounts to make payment.
2. TERM: This Agreement shall commence on the later date of execution by either party, and shall terminate on the 30th day of June, 2014, ("Initial Term") unless sooner terminated or extended as provided herein. The Initial Term, at the sole discretion of the University, may be extended in one year increments for an additional period of five years.
3. INSURANCE:
  - a. The Merchant shall secure, pay the premiums for, and keep in force until the expiration of this Agreement, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Merchant under this Agreement.
    - i. Commercial General Liability Insurance including all extensions at:
      - a. \$2,000,000 each occurrence;
      - b. \$2,000,000 personal injury;
      - c. \$2,000,000 products/completed operations; and
      - d. \$2,000,000 general aggregated.
    - ii. Workmen's Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland;
    - iii. Owners, Landlord's, Tenant's, and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident;
    - iv. Property damage liability insurance with a limit of not less than \$2,000,000 for each accident;
    - v. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident; and
    - vi. Food products liability insurance, in addition to that included in the Comprehensive policy, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.
  - b. All policies for liability protection, bodily injury, or property damage must specifically name on its face, the University of Maryland, Baltimore County as an additionally named insured in respects to operations under the Agreement and premises occupied by the Merchant provided, however, with respect to the Merchant's liability for bodily injury or property damage under items 6(i) through (vi) above, such insurance shall cover and not exclude Merchant's liability for injury to the property of the UMBC and to the persons or property of employees, students, student organizations, faculty members, agents, officers, regents, invitees, or guests of UMBC.
  - c. Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify, in writing, UMBC-Administration & Finance forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to UMBC. With the exception of Workmen's Compensation, upon the request of UMBC, a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to UMBC. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. The Certificates and Policies shall be delivered with an executed original of this Agreement. Notices of policy changes shall be immediately furnished to UMBC.
  - d. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports.

4. INDEMNIFICATION: Merchant shall indemnify and save and hold harmless the University, its Board of Regents and its officers, agents, students, student organizations, and employees from and against any loss or liability, damage, cost and expense, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property or any other claim by the Merchant, its officers, employees, agents, customers, licensees, invitees, or any other person, firm or corporation resulting from the Catering and related activities.
5. GENERAL PROVISIONS: Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Service contained herein. This Agreement constitutes the entire agreement between the University and Merchant and supersedes and cancels any and all previous negotiations, arrangements, understandings and agreements, if any, between the University and Merchant in connection with the subject matter of this Agreement. This Agreement may be supplemented by additional agreed upon Catering services and products for each Catered event, which supplemental agreement terms shall not contradict this Agreement, and said supplement and this Agreement contains all the agreements of the parties with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement signed by the University and Merchant. Merchant shall not assign or transfer its interest under this Agreement.
6. SEVERABILITY: Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
7. REGISTRATION/LICENSES; The Merchant shall possess and maintain throughout the period of performance, all licenses required by Federal and State laws or regulations for the performance of any and all work covered by this Agreement. Upon request the Merchant shall provide written proof or licensing to the University.
8. TAXES: The Merchant assumes complete responsibility for all taxes and fees associated with the services covered under this Agreement.
9. ADVERTISING: Merchants shall not advertise or promote its business or operation on the University's campus and/or through use of the University name.
10. FORCE MAJEURE: The University and Merchant agree that if by any reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or any other unavoidable cause, either the University or the Merchant is unable to completely perform its obligations under this Agreement, then such nonperformance will not be considered a breach of this Agreement. If the Merchant finds that it cannot completely perform under the terms of this Agreement, the University must be notified immediately in writing as to the cause and expected duration of the nonperformance. Such notice must be sent to the UMBC Office of the Vice President for Administration and Finance. Notwithstanding the above, it is agreed that prolonged or frequent nonperformance under this Agreement may result in termination of this Agreement prior to expiration.
11. DRUG FREE WORK PLACE: The Merchant acknowledges and certifies that it understands the following acts, by the Merchant, its employees, and/or agents performing services on State property, are prohibited:
  - a. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs.
  - b. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
  - c. The Merchant further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the State of Maryland in addition to any criminal penalties that may result from such conduct.
12. APPLICABLE LAWS AND COURTS: This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law or choice of law principles. The Merchant shall comply with applicable federal, state and local laws and regulations. Merchant's failure to do so could result in immediate termination of this agreement.

13. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the University whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Agreement that the Merchant has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Merchant shall not be reimbursed for any anticipatory profits...

IN WITNESS THEREOF the parties have caused the Agreement to be executed by the following duly authorized officials:

*Caterer completes*

MERCHANT: \_\_\_\_\_

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*do not touch this section. Leave blank.*

UNIVERSITY OF MARYLAND, BALTIMORE COUNTY (UMBC)

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*EXAMPLE*

\* DUE 30 days before your event.



COMPANY NAME  
QUOTE

(Quote Date) Date they give you the quote.

VENDOR DETAILS

Contact Name  
Mailing Address  
Phone Number  
Federal ID Number

Invoice Number: 1234

SGA ORGANIZATION NAME

1000 Hilltop Circle  
Baltimore, MD 21250  
Contact Name  
Phone Number

Event Date:

ITEMIZED LIST

Qty	Description	Unit Price	Total
10	Items	\$ 100.00	\$ 1000.00

Subtotal \$ 1000.00

No Tax (the University does not pay tax) N/A

**Total Due \$ 1000.00**

NOTES

\* Caterer creates + gives to you.



**\* Due 1 Business Day after your event.**



COMPANY NAME  
**INVOICE**

( Invoice Date ) **Date must be within 30 days of your event.**

VENDOR DETAILS

Contact Name  
Mailing Address  
Phone Number  
Federal ID Number

SGA ORGANIZATION NAME

1000 Hilltop Circle  
Baltimore, MD 21250  
Contact Name  
Phone Number

Invoice Number: 1234

Event Date:

ITEMIZED LIST

Qty	Description	Unit Price	Total
10	Items	\$ 100.00	\$ 1000.00

Subtotal \$ 1000.00

**No Tax** (the University does not pay tax) N/A

**Total Due \$ 1000.00**

NOTES

**EXAMPLE**

**\* Caterer creates + gives to you.**

\* Due 30 days before event.

\* Your caterer or their insurance company will have this.

must be dated within 30 days of the event

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Cert ID 79815

DATE (MM/DD/YYYY)

1/5/2010

**PRODUCER**  
Wells Fargo Insurance Services, SE  
1100 Johnson Ferry Road, Ste. 250  
Atlanta GA 30342  
(404) 531-5400 (404) 255-4454

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Rechargeable Battery Recycling Corporation  
1000 Parkwood Circle, Ste. 450  
Atlanta GA 30339

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Chartis Specialty Insurance Co	
INSURER B: General Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	EQ14756681	1/4/2010	1/4/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	* We are looking to make sure they are insured during your event.				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	73252697	1/4/2010	1/4/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 10,000	EQD14756756	1/4/2010	1/4/2011	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	71632600	1/14/2010	1/4/2011	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER Pollution Legal Liab	EQ14756681	1/4/2010	1/4/2011	\$5,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

For Informational Purposes  
must add:  
(student organization)  
UMBC  
1000 Hilltop circle  
Baltimore, MD 21250  
(date of event)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Handwritten signature*