

Caterer Contract

Whereas Cornell University desires to contract for catering services with	
	(include
name and address) (the "Caterer") and whereas Cornell will pay good and valuable considerable co	eration for this service and
the parties are prepared to deliver said service, now hereby be it known that the parties ag	gree to the following terms
and conditions:	

- 1. The Caterer hereby agrees to release, indemnify, and hold harmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to your work at the University including any act or omission of any third party (Rescue Squad, Hospital, etc.). The Caterer is considered a private-contractor and he/she is not an employee of Cornell University.
- 2. The Caterer further states that he/she is cognizant of all the inherent dangers and risks involved in this activity including bodily injury. The Caterer agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in anyway pertaining to the engagement hereunder, including but not limited to Social Security laws, Workers Compensation Insurance, Income taxes or contributions, and Public Liability Insurance.
- 3. The Caterer understands that he/she is subject to Cornell University regulations, laws of the United States and the laws of New York State or any non-conflicting applicable state law if the event is held outside of New York State, and that in event of violation of these, or behavior which is considered to be detrimental to students, or the University, the University shall have the right to dismiss him/her without prior notice.
- 4. The Caterer understands that the University does not provide any Accident or Medical Insurance and that the Caterer is required to provide his/her own. The Caterer hereby agrees that he/she is financially responsible for all such expenses whatsoever. The Caterer must provide a Certificate of Insurance in accordance with the requirements published on http://www.dfa.cornell.edu/procurement/suppliers/doing-business/insurance.
- 5. The Caterer represents that in providing the services under the terms of this contract, he/she is not infringing on the property right, copyright, patent right, or any other right of anyone else; and if any suit is brought or a claim made by anyone, that anything in connection with the ownership or the presentation of said services is an infringement on the property right, copyright, or patent right, caterers will indemnify the University against loss damage, cost, attorney's fees or other loss whatsoever.
- 6. Any controversies between the parties shall be resolved by the courts of the State of New York.
- 7. The University shall provide passes, if applicable, for all of caterer's personnel who shall have access to University facilities as necessary for said delivery of services. No other passes will be honored by the University. The Caterer shall furnish the University with a list of all personnel ______ weeks prior to the scheduled access time.
- 8. The Caterer agrees to abide by all Laws of the State of New York, or the applicable state if the event is held outside of New York State, and the regulations of Cornell University: this includes, but is not limited to: No smoking inside University buildings and no consumption of Alcohol on the premises other than licensed facilities, as appropriate in any other facilities.
- 9. No audio or visual recording of the event shall be made without the prior mutual written consent of the parties to the contract provided only that notwithstanding the requirement Cornell University reserves the right to record the event for archival purposes only and not for sale or commercial use.
- 10. The delivery of services shall not be cancelled for any reason other than an act of God or the mutual consent of the parties.
- 11. The Caterer shall remove all trash resulting from the catered event and leave the premises in a clean condition.
- 12. The Caterer agrees to follow all New York State Department of Health and Tompkins County Health Department food preparation regulations and/or any other applicable laws and regulations, including but not limited to the following: All food must be prepared in a Health Department approved facility with a catering permit. Caterer must have the correct equipment to hold and transport food at safe temperatures, complying with applicable state and county health regulations.

Last Updated: February 6, 2017



13. The Caterer agrees that no personnel will be allowed in any venue unless a representative of Cornell is present. The Caterer agrees that the arrival and departure from venues will occur at the times stipulated by the following contractual time schedules and that the service/statement of work shall consist of the following:

Eve	nt/Services Des	scription (per attached ca	aterer (event proposal):	
Spe	cial Notations:				
The	Caterer shall b	e prepared and ready to	delive	r precisely at:AM/PM on _	
20_	at an agree	ed upon price of \$		as requested by	(authorized
Corr		tive). Any additional amo	ount di	ue to mutually agreed upon changes s	hould be included in the final
14.	Cornell Univer	sity's contract supersede	es any	other agreement or terms.	
15.	The language o	of the contract should no	t be ch	anged without authorization from Un	iversity Counsel or
		ces. Unauthorized chang		-	
	=			agreement are legally binding and fur	ther certify that they are
				carefully reading the same.	atoror undor this transportion
		=	_	terers. All payments from Cornell to C es the sole right and discretion to with	
-	=	=		sdiction. By accepting this contract, th	
				and remitted by Cornell to a tax autho	
resp	onsibility to pr	ovide Cornell with timel	y, com	plete, accurate, and legible forms and	/or documents necessary to
clair	n a reduction o	or elimination of withhol	ding ta	ixes (e.g., Form W-8BEN); Cornell rese	rves the sole right and
				as whether such forms and/or docume	ents are sufficient to reduce
or e	liminate withh	olding tax on any payme	nt to t	he Caterer.	
Cater	er Attestation	:			
Are y	ou currently, o	r in the last 12 months h	ave yo	u been, an employee, student, or stud	dent-employee at Cornell
Unive	ersity?	Yes	No		
Noto	If the cateror	answered "Ves" to the a	hovo a	uestion, this contract must NOT be uti	ilized Contact the Tay
	=	sion of Financial Affairs o	-		nzea. Contact the rax
Ву:	Catanan Ciana	.	_	Name Bright of Claudy	
	Caterer Signa	ture		Name Printed Clearly	Date
By:					
	Cornell Unive	rsity Unit Signature		Name Printed Clearly	Date
Ву:					
	Cornell BSC D	irector/Designee Signati	ure	Name Printed Clearly	Date

Please attach a signed copy of this form to any requests for payment (i.e., purchase order or FTC/BSC procurement card).