

License for Catered Food and Beverage Events

This agreement made and entered into at Baton Rouge, Louisiana, this _____ day of _____, _____, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College herein represented by Michele M. Montero, Assistant Director of Procurement Services of Louisiana State University and Agricultural & Mechanical College, (“LSU”) and _____, (“CATERER”), herein represented by _____,

WITNESSETH, THAT the parties hereto agree as follows:

1. LSU agrees that subject to compliance of CATERER with conditions established herein, CATERER is hereby licensed to provide catered food and beverage services within LSU facilities and premises subject to such further conditions as may be established in writing for each catered event under license hereto.
2. CATERER agrees as follows:
 - a. To indemnify, defend, and hold LSU, its officers, directors, agents, and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney’s fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this License and any event it may cater.
 - b. To maintain, at its sole expense, at all times during any agreement hereunder and during each event it may cater, insurance with Louisiana authorized insurers as follows:
 1. Workmen’s Compensation - Statutory limits.
 2. Comprehensive General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. “Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause.”
 3. Automobile Liability - Including Bodily Injury and Property Damage - \$1,000,000.
 4. Liquor Liability - \$1,000,000 (applies only to caterers engaging in the sale or distribution of alcoholic beverages within LSU facilities and premises who comply with the requirements set forth in 2.d below.)
 5. The policies are to contain, or be endorsed to contain that the Board of Supervisors of Louisiana State University, its officers, officials, employees and volunteers are to be named as additional insureds on Comprehensive General Liability, Auto Liability (and Liquor Liability if applicable). CATERER shall provide certificate(s) of insurance to LSU Office of Purchasing which is not subject to cancellation without 30 days written notice to LSU.
 - c. To comply with all federal, state and local requirements governing the furnishing of food and beverage catering services and the operation of its food and beverage catering business.
 - d. That if CATERER should engage in the sale or distribution of any alcoholic beverage within LSU facilities and premises that it shall perform all such activities in compliance with applicable local, state and federal laws and such LSU policies as are now applicable or which may be established during the term of this agreement or any extension hereof. Further, CATERER specifically acknowledges and agrees 1) to obtain and maintain during the term of this license all required governmental licenses and permits for the sale and serving of alcoholic beverages, 2) to comply with Responsible Alcohol Service Training state law requirement; 3) that its employees catering an event may not be members or affiliates of the organization/department sponsoring the event and, 4) that no LSU funds may be used for the purchase of alcoholic beverages.
 - e. That this License and any rights herein granted are personal to CATERER and shall not be assigned, sublicensed or encumbered without LSU’s prior written consent.
 - f. That the purpose of this License is to establish conditions under which CATERER may enter into agreements to provide food and beverage catering for events within LSU facilities and premises and does not create, directly or indirectly, any obligation on the part of LSU to hire or pay CATERER for any food and beverage catering it may conduct within LSU facilities and premises or any costs CATERER may incur therefore.

3. LSU and CATERER both agree:

- a. LSU reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine CATERER records in such detail as is necessary to determine compliance with the terms and conditions of the License.
- b. Nothing in this License shall be construed to place the parties in the relationship of partners or joint ventures or agents, and CATERER shall have no power to obligate or bind LSU in any manner whatsoever. CATERER agrees that it shall neither state nor imply, either directly or indirectly, that the CATERER, or its activities, other than pursuant to exercise of this License, are supported, endorsed or sponsored by LSU and, upon the direction of LSU shall issue express written disclaimers to that effect. CATERER shall not use LSU's name without the express written permission of LSU. This License shall not constitute nor be taken to constitute approval for the use of any LSU trademark, logographic or other indicia without specific written approval of the Office of the Vice Chancellor for Finance and Administrative Services.
- c. That the term of this agreement shall begin on the date first written above and it shall be bound by the terms of this Agreement and shall end upon mutual consent. The University reserves the right, in its sole discretion, without any liability arising from or related to such termination, to terminate this Agreement in the event that there is a breach of terms by the Caterer. Without prejudice to any other rights, LSU shall have the right to terminate this License upon 30 days written notice by certified mail to Caterer at any time at its sole discretion.
- d. This License constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between LSU and CATERER. There are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. None of the provisions of this License may be waived or modified except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this License or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach. This License shall be governed by the laws of the State of Louisiana.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate on the date first above written.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA
STATE UNIVERSITY AND AGRICULTURAL
AND MECHANICAL COLLEGE

MICHELE MONTERO
ASSISTANT DIRECTOR OF PROCUREMENT
SERVICES

WITNESSES:

BUSINESS NAME

BY: _____
SIGNATURE

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

FEDERAL TAX ID: _____

Email: _____