



## 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, Associate Director for Procurement of Louisiana State University and Agricultural & Mechanical College, (“LSU”) and \_\_\_\_\_, herein represented by \_\_\_\_\_, (“CATERER”)

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 procure the below insurance in with the minimum limits as provided. The insurance must be maintained for the duration of any catering event performed for, on behalf, or located on the campus of the University, and for the length of any agreement with the University. Failure to maintain the required insurance throughout the term of the Agreement shall be a material breach and shall entitle University to all remedies provided for in the Agreement, or by operation of law. The minimum insurance requirements described herein do not in any way limit the CATERERS’ financial responsibilities as outlined in the agreement’s Indemnification requirements. Therefore, the CATERER may opt to have broader coverage and limits to satisfy its financial obligations.

### **Workers’ Compensation**

Workers’ Compensation insurance shall be in compliance with the laws of the state in which the company is domiciled. Employer’s Liability shall be included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If CATERER is exempt from workers’ compensation or fails to provide appropriate coverage, then the CATERER is or agrees to be solely responsible and hold harmless the University for the Injuries of any owners, agents, volunteers, or employees during the course of the agreement.

### **Commercial General Liability (CGL)**

Commercial General Liability insurance shall be maintained on an “occurrence” basis, including property damage, bodily injury, products & completed operations, and personal & advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate on Insurance Services Office Form CG 00 01, ISO 2007 edition or equivalent.

### **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000 on ISO form number CA 00 01 or equivalent. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned vehicles.

### **Excess Insurance**

Umbrella or Excess insurance may be used to meet the minimum limit requirements for liability insurance.

### **Other Insurance Requirements**

#### ***Additional Insured Status***

The University is to be listed as an Additional Insured on the Commercial General Liability (must use an endorsement at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms with edition date 2004 if later revisions used). See *Verification of Coverage* section on how the University should be listed as an Additional Insured.

***Waiver of Subrogation/Recovery***

All insurances shall include a waiver of subrogation/recovery in favor of the University.

***Primary Coverage and Limits of Insurance***

For any claims related to work performed for or on behalf of the University or related to an agreement/purchase order, the CATERER's insurance coverage shall be primary insurance as respects to the University. Any applicable insurance or self-insurance maintained by the University shall be excess of the CATERER's insurance and shall not contribute with it.

***Subcontractors***

Subcontractors of the CATERER shall be subject to all of the requirements stated herein. CATERER shall include all subcontractors as insureds under its policies or shall be responsible for verifying insurance coverages and limits and maintaining Certificates of Insurance for each subcontractor. The University reserves the right to receive from the CATERER copies of subcontractors' certificates.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions above \$25,000 must be approved by the University or reduced. The University may require the CATERER to provide proof of ability to pay losses related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise approved by the University.

***Verification of Coverage***

The University shall be listed as Additional Insured and Certificate Holder as follows:

**The Board of Supervisors of Louisiana State University  
and Agricultural & Mechanical College  
213 Thomas Boyd Hall  
Baton Rouge, LA 70803**

Certificates of Insurance shall be furnished to the University evidencing the insurance required herein including amendatory endorsements. The University's failure to obtain the required documents prior to the work beginning or acceptance of a non-compliant certificate shall not waive the CATERER's obligation to have in place the required insurances or to provide the certificate. The University reserves the right to require certified copies of all the insurance policies, including endorsements.

***Special Risks or Circumstances***

LSU reserves the right to consider alternate coverage or limits and to modify these requirements, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances

- 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  
DIRECTOR FOR PROCUREMENT

WITNESSES:

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
  
\_\_\_\_\_

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

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

FEDERAL TAX ID: \_\_\_\_\_

Email: \_\_\_\_\_