



NACOGDOCHES COUNTY
EXPOSITION & CIVIC CENTER

Catering Agreement

This document serves as an agreement between the Nacogdoches County Expo & Civic Center and the business providing catering services at the facility. The responsibilities of the business providing catering services and the expectations of the Nacogdoches County Expo & Civic Center are clearly defined below. The signature of the business representative constitutes the understanding of and acceptance to comply with the terms of the Catering Agreement.

So long as a Caterer remains in good standing in fulfilling the policies prescribed in this document, the Caterer will be welcome to serve in this facility in the future. Noncompliance will result in the withdrawal of service privileges at this facility for future events.

A copy of the Catering Agreement is being provided to the Client as well, so that they are aware of the guidelines their Caterer must follow while providing services at the Nacogdoches County Expo & Civic Center. Please be advised that all businesses contracted to provide catering services at the Nacogdoches County Expo & Civic Center must have a completed and signed copy of the Catering Agreement, copies of current Health Permits, Liquor Licenses (if applicable), sales tax permits, and liability insurance on file at the facility no less than 30 days prior to the contracted event. It is the Caterer's responsibility to send new copies of such permits and licenses as they are renewed.

Kitchen & Service Facilities:

The Nacogdoches County Expo & Civic Center offers commercial kitchen facilities to accommodate the storage and service of food which has been prepared off site. If you have not had access to the kitchen facilities before, you are invited to come and familiarize yourself with the area prior to your event.

The kitchen is not equipped with a vent hood system, and *no cooking is allowed in the Nacogdoches County Expo & Civic Center building.* Any kitchen equipment that you intend to bring into the facility which requires electricity must be approved by the Director prior to the event.

Caterers are provided with two (2) double door hot hold units, and one (1) double door refrigeration unit, and one (1) microwave. Because the facility offers multiple meeting rooms and banquet areas occasionally there will be more than one caterer working in the kitchen at the same time. At such times your cooperation will be required to best accommodate the needs of both caterers.

The kitchen contains an ice machine for events inside the Civic Center. As there may be more than one catered event occurring on a given date, it is possible the ice machine will not be capable of supplying all that you need. There are also portable beverage coolers and a beer cooler available.

An automatic dishwasher and racks, and a three compartment sink are also provided to assist with clean-up. The water heater for the automatic dishwasher is located under the counter to the left of the machine. **The water heater must be turned off at the end of the event.** Instructions are on the water heater.

Mobile Catering Services:

If you are using any type of mobile catering in order to cook on site permission must be obtained from the Nacogdoches County Expo & Civic Center director. Permission is required on all future events in which this service is offered. Mobile catering is not discouraged, but must be performed in compliance with fire and safety codes and regulations. The operation of any type of mobile catering must remain outside the building.

Terms of the Catering Agreement:

1. Children under the age of twelve (12) are not allowed in the kitchen area at any time.
2. The Caterer is required to clean the prep kitchen, all serving areas, the dish area, dishwasher, and three compartment sink, and the area of the banquet hall used to serve food during the event. This includes, but is not limited to: sweeping and mopping the floors, cleaning all prep tables, and removing all trash and breaking down cardboard boxes before taking them to the dumpster. All kitchen equipment that was used is required to be cleaned inside. The Caterer must also remove all trash and food scraps to the facilities dumpster. A charge of \$350 will be assessed to caterers who fail to clean before leaving, as well as the loss of catering privileges at the Nacogdoches County Expo & Civic Center.
3. The Caterer agrees to return the kitchen and serving areas to the same condition as they found them with the exception of normal wear and tear. Clean up must be completed and all items removed within one (1) hour following the ending time expressed in the Client's Rental Agreement unless the Nacogdoches Civic Center has previously approved a time extension. Items not removed and that have been claimed are subject to collection and disposal, donation or used for any purpose by the Nacogdoches Civic Center without liability.
4. Also, the Caterer will be responsible for the following:
 - a. Trash containers will not be overfilled. Periodic replacing of trash bags may be required.
 - b. Liquids (tea, coffee, water, etc.) should not be poured into trash containers.
 - c. All trash and food must be removed from tabletops before table covers are removed.
 - d. All ice sculptures must be disposed of after each event. Any water from ice sculptures must be removed by Caterer.
 - e. Grease must not be poured into drains, and properly disposed after each event.
 - f. Warming ovens are to be turned off. Any racks removed from the units are to be replaced.
 - g. Serving carts are to be cleaned and returned to the kitchen. The black cart should be used only for food and related kitchen operations.
5. Sternos™ or other warming devices must be extinguished and disposed of properly.

When more than one vendor or supplier is providing service at the facility, the Caterer must load/unload their vehicle(s) and park in the parking lot or other designated area.
6. The Nacogdoches Civic Center shall be responsible for the function and maintenance of kitchen equipment.
7. The kitchen area will be inspected by a representative of the facility at the end of the Caterer's event. The Nacogdoches County Expo & Civic Center will not be responsible for any equipment, supplies or food that is left at the facility, whether rented or owned by the Caterer.
8. The Caterer shall be responsible for the conduct of its agents and employees during service under this Agreement. No alcoholic beverages will be consumed by the Caterer, its agents or employees, on the premises of the Nacogdoches County Expo & Civic Center while providing catering services.
9. The Caterer shall not make any improvements, additions, or alternations to the premises of the Center without the written consent of the Director of the Nacogdoches Civic Center. The Caterer will be liable to the Nacogdoches Civic Center for any damage caused to the kitchen equipment or any other property of the Nacogdoches Civic Center which is caused by the negligence of the Caterer, its agents or employees.

10. This Agreement shall supersede any and all catering agreements previously made and entered into between the Nacogdoches County Expo & Civic Center and the Caterer. The Caterer also agrees and shall honor this Agreement if the representative of the Caterer, who is duly authorized to sign this Agreement, is no longer employed or associated with the Caterer. This Agreement must be signed and returned to the Center within five (5) working days of receipt of this Agreement.
11. The Caterer agrees to fully and completely and does hereby release, relieve, hold harmless and indemnify the County of Nacogdoches, the Nacogdoches County Expo & Civic Center, their officers, agents, servants, and employees from and against any and all liability for personal injury, property damage or damage of any kind or nature sustained by any person, firm, corporation or other legal entity, that may occur as a result of Caterer's occupation and use of the Center. Said indemnity shall include the obligation to defend any and all suits, claims, and actions arising out of, or connected in any way with the use of the Center.
12. The Nacogdoches County Expo & Civic Center shall have no responsibility under the Catering Agreement to attempt resolution of disputes between Caterers and persons engaging their services at the Center either legally or otherwise.
13. WAIVER: Caterer agrees to wholly release, indemnify, and hold harmless the County of Nacogdoches, its officers, agents, and employees for any and all claims, damages, harm, personal injury, including death, property damage, lawsuits and judgments, including legal costs or any other expenses that arise from any negligence, omissions, willful, or intentional acts of Caterer, or its employees, independent contractors, or licensees. However, this agreement to indemnify is not applicable to any negligent acts of the County of Nacogdoches, its agents, servants, or employees.
14. All tables for food or beverage service and guest seating must be covered to protect tables from spills and/or stains. Do not tape, tack, staple, Velcro or affix any material to the walls, chairs, tables, doors or any part of the premises. The throwing of glitter, confetti, rice, and bird seed is prohibited. No open flame, pyrotechnics, smoke/fog or flammable materials with the exception of chafers Sternos™ shall be permitted in the Center. Any flame must be contained in a fire proof container.
15. The Center is a non-smoking building. Smoking is strictly forbidden in the facility. Exits, halls, sidewalks or entrances shall not be used for any other purpose than ingress or egress. Service corridors, exits, fire hose cabinets and fire extinguishers, including signs, must be unobstructed and visible at all times. Caterer shall not permit any Caterer-owned equipment or displays to remain in such areas without City Fire Marshal approval.
16. Employees of vendors must be identifiable by a uniform, name tag or badge. Caterer is responsible for the conduct, actions and damages of any personnel hired by, retained or associated with Caterer.
17. Alcohol Service

Alcohol service is not permitted for any event honoring or featuring a minor.

Alcohol may only be dispensed according to Texas Alcoholic Beverage Commission (TABC) rules and regulations.

“Last Call” must be given fifteen (15) minutes prior to the end of an event to ensure guest safety while exiting the facility. If alcohol is brought onto the premises by a guest during a dry event, the Civic Center reserves the right to discontinue all alcoholic beverage services or to close the event.

No alcohol may be sold, served or consumed prior to Security's arrival.

18. The County of Nacogdoches and the Nacogdoches Civic Center reserve the right to prohibit additional Catering agreements to persons who do not comply with above mentioned rules and regulations.

Please Return This Page to the Nacogdoches County Expo & Civic Center office along with the Health Permit, Sales Tax I.D., proof of Liability Insurance, and Liquor License (if applicable).

To ensure that the facility staff has sufficient time to prepare for your needs we ask that you notify the Nacogdoches County Expo & Civic Center during the hours of 8:00am–5:00pm, Monday-Friday, when you have been retained to provide food and/or alcohol service. The Caterer will be expected to provide the date, type of event, a “catering guarantee number” (the number of attendees at the event), and a contact number for the catering business. In order to make certain that no other events conflict with your time schedule it is necessary that you also provide the expected time your staff will need to enter the facility. The facility is equipped with a loading area at the catering kitchen entry point to be used as the primary access into and out of the catering kitchen.

Will you be providing alcoholic beverages? Yes No

Does your company have a license to serve alcohol? Yes No

If not, will you (the Caterer) be subcontracting the alcohol service to a licensed Vendor? Yes No

Does your company have liability insurance coverage? Yes No

Will you be bringing any electrical kitchen equipment? Yes No

Please initial the following statements as a means of acknowledging the policies:

_____ Caterer and Employees will comply with all policies/procedures as stand in the Nacogdoches County Expo & Civic Center Catering Agreement and Policies & Procedure Handbook.

_____ Caterer and Employees must unload/load through the catering kitchen only.

_____ Caterer and Employees are not permitted to make any changes to the room set up. Any changes must be cleared with the Facility Management and the Client; and the Client may be assessed a fee prior to the change being made.

_____ Caterer and Employees are responsible for the cleanliness of the kitchen. Facilities must be left in the same condition as found when arriving.

_____ The Nacogdoches County Expo & Civic Center and its staff or representatives assume no responsibility for any outside rental items. Arrangements must be made in advance for delivery and pickup of any rental items.

_____ No food items may be baked, broiled, boiled, or fried inside the Nacogdoches Civic Center. All catering and/or outdoor cooking requests must be approved by the Nacogdoches Civic Center Director.

Nacogdoches Civic Center Director/Representative

Date

Signature of Caterer/Representative

Date

Printed Name of Caterer /Representative

Name of Business

Business Phone

Business Street Address

Cell/Contact Phone

City

State

Zip