

CATERER'S AGREEMENT

Event: _____ Event Date: _____

Company Name: _____ Phone Number: _____

This agreement is between company representative _____ hereinafter referred to as "Caterer", and Temple Beth El Jewish Community Center, hereinafter referred to as "TBE." It is expressly understood that no caterer may provide catering services at TBE until and unless in compliance with the terms hereof.

As a condition of providing catering services for events at TBE, Caterer must provide the following, which must be on file with the Facility Services Coordinator not less than **7 days prior** to the scheduled event.

1. A copy of the Caterer's Health Permit.
2. A declaration sheet for the Caterer's current Comprehensive General Liability Insurance policy showing TBE as a named as additionally insured, with TBE to be notified in the event of cancellation or failure to renew. Minimum limits are one million dollars, combined single limit.
3. A declaration sheet for the Caterer's current Worker's Compensation Policy.
4. One or more persons to distribute all alcoholic beverages (beer wine & champagne only) in compliance with California State Alcoholic Beverage Control laws. Especially with regards to
 1. Refusing alcohol service to anyone who cannot produce valid identification proving they are 21 years of age or older, and
 2. Refusing alcohol service to anyone who appears intoxicated.
5. A refundable damage deposit of \$500, to be applied to theft, breakage, additional cleaning and/or property damages according to TBE policies.
6. A copy of the Caterer's Contract with the customer for whom the event is being catered.
7. Payment of ten per cent (10%) of the contract amount for food and beverages (excluding labor, sales tax and gratuities). If the event has a no-host bar, then the Caterer shall account for and pay 10% of the bar charges.
8. (If alcohol is to be sold [beer, wine, and champagne only]) A declaration sheet for the Caterer's current Liquor Liability Insurance policy showing TBE as a named as additionally insured, with TBE to be notified in the event of cancellation or failure to renew. Minimum limits are one million dollars, combined single limit.
9. (If alcohol is to be sold [beer, wine, and champagne only]) An ABC (Department of Alcoholic Beverage Control) Permit called "Catering Authorization" – Form ABC-218. This permit authorizes Type 47, 48, 51, 52, 57, 75, and 78 licensees (and catering businesses that qualify under Section 24045.12) to sell alcohol at social gatherings.

In the event of litigation to collect sums due hereunder, TBE shall recover reasonable attorneys' fees.

Caterer has been given and agrees to comply with all TBE polices for food, kitchen use, facility use, clean up, alcohol service, etc., in effect at the time of the event. The person executing this agreement on behalf of the Caterer warrants that he/she is duly authorized to enter into this agreement. See Rental Agreement for policy details.

Caterer Signature

Date

Temple Beth El Facility Services Coordinator Signature

Date