

Preferred Caterer Application/Agreement

This Application must be submitted and approved by Carmel Clay Parks & Recreation (CCPR) prior to providing catering services (referred hereafter as “Services”) at the Monon Community Center and Founders Park Pavilion (referred to hereafter as “CCPR Facilities”). Application fee of \$200 (\$500 if wish to serve alcohol) must be submitted at time of application. Approved Application shall constitute the full Agreement between Caterer and CCPR, on behalf of the Carmel/Clay Board of Parks and Recreation, and shall be valid for one year from date of approval. Caterer must submit a new Application annually to remain on CCPR’s Preferred Caterer List and be eligible to provide Services in CCPR Facilities.

- Caterer must be professionally licensed to do business in the State of Indiana.
- Caterer agrees to use personnel for catered events in CCPR Facilities who are: (1) qualified to perform the particular function assigned, (2) wear acceptable attire and identification, and (3) have successfully passed criminal background checks.
- Caterer is responsible for complying with all local, state, and federal regulations. Caterer must conform to all applicable food handling regulations as required by law.
- Caterer agrees to indemnify and hold harmless the Carmel/Clay Board of Parks and Recreation, City of Carmel, Clay Township of Hamilton County, Carmel Clay Parks Building Corporation and their respective officials, employees, agents, and independent contractors from and against any and all demands, claims, suits or judgments, losses, costs (including reasonable attorney fees and court costs) and liabilities which arise out of Caterer’s acts or omissions while providing Services in CCPR Facilities.
- The serving and consumption of alcoholic beverages is prohibited in CCPR Facilities unless served by an approved Preferred Caterer with a Supplemental Caterer’s Permit as defined by I.C. 7.1-3 et seq., Copy of valid liquor license must be provided to CCPR before Caterer may serve alcohol in CCPR Facilities.
- Caterer shall maintain insurance as specified in Exhibit A to be eligible to serve alcohol in CCPR Facilities or Exhibit B if there is no intent to serve alcohol in CCPR Facilities. CCPR must have a Certificate of Insurance before Caterer may provide Services in CCPR Facilities.
- Caterer acknowledges that CCPR has an exclusive beverage provider (currently Pepsi Beverages Company) and agrees to only serve products sold by the current exclusive beverage provider while offering Services in CCPR Facilities.
- Caterer will not promote or include references about CCPR Facilities in their advertisements or marketing materials without the express, written consent of CCPR’s Marketing Director.
- Caterer may be required to meet with a designated CCPR representative prior to the event to complete planning.
- Caterer may not access the facility sooner than rental times contracted by the customer with CCPR. Customer may add additional times, if available, and pay the appropriate fees if set-up time is required.
- Caterers may park vehicles in the East Receiving parking lot for loading and un-loading only. All staff vehicles must be parked in the Monon Community Center East parking lot. No parking or driving on veranda or foot/bike paths.
- All food to be used in the facility must be prepared off-site. Kitchen facilities in Monon Community Center are only for staging, plating, and organization. Caterer may only use kitchen if rented by customer.
- Caterer is not permitted to operate charcoal or gas grills adjacent to CCPR Facilities or on CCPR property.
- Caterer is responsible for cleaning all equipment used. When clean, equipment must be free of food particles, liquids, and stains. Damage to equipment during use by caterer may result in a damage fee being assessed for repair or replacement of equipment. Equipment that is not cleaned may result in a cleaning fee being assessed. Cleaning supplies must be provided by caterer.
- Caterer must remove everything brought on the premises immediately after the event. Ice may only be disposed of in designated areas.

- Caterer is responsible for bagging and removing to the dumpster any trash that has not been used by customer (e.g., prep supplies, aluminum pans, empty boxes, etc.). Trash bags will be provided by CCPR.
- Caterer shall be held responsible for damages to kitchen and may be held responsible for damages to CCPR Facilities caused during the provision of Services. Prior to leaving Monon Community Center events, Caterer must check with the designated CCPR staff for final inspection and release.
- CCPR staff will set-up tables and chairs prior to the agreed upon rental time at the discretion of the renting party.
- Caterer shall assume all risk of loss or damage to all of its merchandise, cash, supplies and Caterer’s equipment while in MCC Facilities. CCPR shall assume no responsibility for any loss to Caterer due to the temporary suspension of operation of the CCPR Facilities, regardless of cause. Such suspensions may include, but are not limited to, mechanical failure of equipment, construction or weather conditions.
- Caterer hereby represents that it shall comply with the all existing laws of the United States, the State of Indiana and the City of Carmel and specifically agrees that it, (a) will not discriminate against any employee, applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, religion, color, age, sex, handicap, national origin or ancestry, disabled veteran status or Vietnam era veteran status; (b) is enrolled in, and until it no longer exists, uses, the E-Verify program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, to verify the work eligibility status of all Catering employees hired after June 30, 2011, and will otherwise comply with Indiana Code 22-5-1.7 as to any employee used by Caterer to perform Services as validated through the E-Verify Affidavit (see Exhibit C); (c) does not engage in investment activities in Iran as defined and regulated by IC 5-22-16.5; and (d) has not entered into a combination or an agreement relative to the price to be offered by a person, to prevent a person from making an offer or, to induce a person to refrain from a making an offer and that contractor’s offer was made without reference to any other offer. Breach of these covenants shall be deemed a material breach of this Agreement.
- The laws of the State of Indiana shall govern this Agreement. This Agreement is non-transferable.
- Caterer acknowledges that he/she has read the above policies and is responsible for ensuring that all employees adhere to this agreement
- Each of the persons executing this Agreement on behalf of the respective parties represents that he or she has been and is duly authorized to execute this Agreement.

Caterer:

Business Name

Business Address

_____ City State Zip Code

Business Phone

Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

This Application has been

- Approved for Catering Services without alcohol
- Approved for Catering Services with alcohol
- Denied for the following reason(s):

Carmel Clay Parks & Recreation

Michael W. Klitzing, CPRE
Chief Operating Officer

Signature

Date

If approved, Preferred Caterer Application/Agreement is valid for one (1) year from date of approval. See terms above.

EXHIBIT A

**Minimum Insurance Requirements
for Caterers Serving Alcohol**

Workers Compensation & Disability: Statutory Limits

Employer’s Liability:	Each Accident:	\$500,000
	Disease – Policy Limit	\$500,000
	Disease – Each Employee	\$500,000

To include coverage for all employees, leased employees or Independent contractors.

Commercial General Liability with Full Liquor Liability Endorsement:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$2,000,000 General Aggregate

To include: Premises, Product/Completed Operations Liability, Personal Injury Liability, Independent Contractor Liability, and Liquor Liability. (NOTE - Liquor Liability coverage may be provided with a separate policy with the same limits required for the General Liability)

Auto Liability:

Bodily Injury & Property Damage	\$1,000,000 each occurrence;
To include:	All owned/leased Autos and Hired/Non Owned Autos endorsement with same limit of liability

Commercial Umbrella/Excess Liability:

Each Occurrence	\$3,000,000
Policy Period Aggregate	\$3,000,000
Retention	none

NOTE – Umbrella to be excess over primary Liquor Liability

SPECIAL NOTES:

Additional Named Insured on ALL policies except Workers Compensation:

- (1) City of Carmel of Clay Township, Hamilton County, Indiana;
- (2) Carmel Clay Board of Parks & Recreation
- (3) Clay Township of Hamilton County, Indiana;
- (4) Carmel Clay Parks Building Corporation

30 Day Notice of Cancellation – ALL Policies;

Insurers subject to Acceptability of Carmel/Clay Board of Parks and Recreation:

- Minimum AM Best Rating of A-, VIII

The Indemnification Provisions contained in the Contract apply regardless of minimum Insurance requirements.

EXHIBIT B

**Minimum Insurance Requirements
for Caterers NOT Serving Alcohol**

Workers Compensation & Disability: Statutory Limits

Employer’s Liability:	Each Accident:	\$500,000
	Disease – Policy Limit	\$500,000
	Disease – Each Employee	\$500,000

To include coverage for all employees, leased employees or Independent contractors.

Commercial General Liability:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$2,000,000 General Aggregate

To include: Premises, Product/Completed Operations Liability, Personal Injury Liability and Independent Contractor Liability.

Auto Liability:

Bodily Injury & Property Damage	\$1,000,000 each occurrence;
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To include: All owned/leased Autos and Hired/Non Owned Autos endorsement with same limit of liability

Commercial Umbrella/Excess Liability:

Each Occurrence	\$3,000,000
Policy Period Aggregate	\$3,000,000
Retention	none

SPECIAL NOTES:

Additional Named Insured on ALL policies except Workers Compensation:

- (1) City of Carmel of Clay Township, Hamilton County, Indiana;
- (2) Carmel Clay Board of Parks & Recreation
- (3) Clay Township of Hamilton County, Indiana;
- (4) Carmel Clay Parks Building Corporation

30 Day Notice of Cancellation – ALL Policies;

Insurers subject to Acceptability of Carmel/Clay Board of Parks and Recreation:

- Minimum AM Best Rating of A-, VIII

The Indemnification Provisions contained in the Contract apply regardless of minimum Insurance requirements.

EXHIBIT C

E-VERIFY AFFIDAVIT – MUST BE NOTARIZED

STATE OF INDIANA)
)
 _____ County)

The undersigned agent of Contractor, being duly sworn on oath, says that the “business entity” as that term is defined in Indiana Code 22-5-1.7, does not knowingly employ an “unauthorized alien” as that term is defined in Indiana Code Section 22-5-1.7.

(Business Entity or Contractor)

By: _____

Title: _____

Printed Name: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

Notary Public

County of Residence _____

Source: IC- 22-5-1.7