

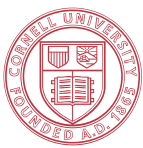
Caterer Contract

Whereas Cornell University ("Cornell" or "University") desires to contract for catering services with

_____ (include name and address)

(the "Caterer") and whereas Cornell will pay good and valuable consideration for this service and the parties are prepared to deliver said service, now hereby be it known that the parties agree to the following terms and conditions:

1. The Caterer hereby agrees to release, indemnify, and hold harmless the University, and its trustees, officers, agents and employees from any and all liability, damage, claim of any nature whatsoever arising out of or in any way related to your work at the University including any act or omission of any third party (Rescue Squad, Hospital, etc.). The Caterer is considered a private-contractor and he/she is not an employee of Cornell University.
2. The Caterer further states that he/she is cognizant of all the inherent dangers and risks involved in this activity including bodily injury. The Caterer agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in anyway pertaining to the engagement hereunder, including but not limited to Social Security laws, Workers Compensation Insurance, Income taxes or contributions, and Public Liability Insurance.
3. The Caterer understands that he/she is subject to Cornell University regulations and policies, laws of the United States, and the laws of New York State (or any non-conflicting applicable state law if the event is held outside of New York State), and that in the event of a violation of these, or behavior which is considered to be detrimental to students or the University, or for any other reason in University's sole discretion, the University shall have the right to cancel this Contract without prior notice.
4. The Caterer understands that the University does not provide any Accident or Medical Insurance and that the Caterer is required to provide his/her own. The Caterer hereby agrees that he/she is financially responsible for all such expenses whatsoever. The Caterer must provide a Certificate of Insurance in accordance with the requirements published on <http://www.dfa.cornell.edu/procurement/suppliers/doing-business/insurance>.
5. The Caterer represents that in providing the services under the terms of this Contract, he/she is not infringing on the property right, copyright, patent right, or any other right of anyone else; and if any suit is brought or a claim made by anyone, that anything in connection with the ownership or the presentation of said services is an infringement on the property right, copyright, or patent right, caterers will indemnify the University against loss damage, cost, attorney's fees or other loss whatsoever.
6. Any controversies between the parties shall be resolved by the courts of the State of New York.
7. The University shall provide passes, if applicable, for all of caterer's personnel who shall have access to University facilities as necessary for said delivery of services. No other passes will be honored by the University. The Caterer shall furnish the University with a list of all personnel _____ weeks prior to the scheduled access time.
8. The Caterer agrees to abide by all laws of the State of New York (or the applicable state if the event is held outside of New York State), and the regulations and policies of Cornell University: this includes, but is not limited to: No smoking inside University buildings and no consumption of Alcohol on the premises other than licensed facilities, as appropriate in any other facilities.
9. No audio or visual recording of the event shall be made without the prior mutual written consent of the parties to this Contract provided only that notwithstanding the requirement Cornell University reserves the right to record the event for archival purposes only and not for sale or commercial use.
10. Cornell shall be excused from liability for the failure or delay in performance of an obligation under this Contract due to an event beyond its reasonable control including, but not limited to, a fire, a flood, an explosion, an earthquake, a natural disaster or any other act of God, as well as a pandemic, an epidemic, a recognized health threat as determined by any federal, state or local government or quasi-governmental authority (including the federal Centers for Disease Control), civil unrest, a strike or labor disturbance, war or threat of war, terrorism or a



threat of terrorism, a governmental or quasi-governmental order or directive to “shelter in place”, or any other event, occurrence, order or directive similar to those enumerated above (each, a “Force Majeure Event”). A Force Majeure Event may also include a then-current order, policy, rule or regulation imposed by Cornell University based upon the health and safety of its student body, faculty, staff and/or broader community. Notice of Cornell’s failure or delay in performance due to a Force Majeure Event must be given to Caterer promptly but no less than ten (10) days prior to the scheduled performance, though any such notification may be on shorter notice if the circumstances and/or conditions giving rise to the Force Majeure Event occur within less than the aforementioned ten (10) day period. In such event, the parties may thereafter use diligent, good faith efforts to reschedule the services in a manner and on a date that are mutually agreeable.

11. The Caterer shall remove all trash resulting from the catered event and leave the premises in a clean condition.

12. The Caterer agrees to follow all New York State Department of Health and Tompkins County Health Department food preparation regulations and/or any other applicable laws and regulations, including but not limited to the following: All food must be prepared in a Health Department approved facility with a catering permit. Caterer must have the correct equipment to hold and transport food at safe temperatures, complying with applicable state and county health regulations.

13. The Caterer agrees that no personnel will be allowed in any venue unless a representative of Cornell is present. The Caterer agrees that the arrival and departure from venues will occur at the times stipulated by the following contractual time schedules and that the service/statement of work shall consist of the following:

Event/Services Description (per attached caterer event proposal):

Special Notations:

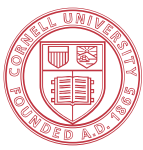
The Caterer shall be prepared and ready to deliver precisely at: _____ AM/PM on _____, 20____ at an agreed upon price of \$ _____ as requested by _____ (authorized Cornell representative). Any additional amount due to mutually agreed upon changes should be included in the final invoice. Payment shall be made to Caterer within (i) Net 60 days after the receipt of invoice if Caterer is receiving check payments, or (ii) Net 45 days after the receipt of invoice if Caterer is enrolled to receive direct deposit payments, or (iii) Net 30 days after receipt of invoice if Caterer is registered for electronic invoicing and direct deposit payments through the Automated Clearing House (ACH).

14. Cornell University’s contract supersedes any other agreement or terms.

15. The language of the contract should not be changed without authorization from University Counsel or Procurement Services. Unauthorized changes will not be binding.

16. The parties understand that the terms of this Contract are legally binding and further certify that they are signing this Contract of their own free will after carefully reading the same. This Contract may be executed in counterpart signatures.

17. Tax Withholding for Domestic and Foreign Caterers. All payments from Cornell to Caterer under this transaction may be subject to tax withholding. Cornell reserves the sole right and discretion to withhold tax where it believes it is required to do so under the tax laws of any jurisdiction. By accepting this Contract, the Caterer is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Caterer’s sole responsibility to provide Cornell with timely, complete, accurate, and legible forms and/or documents necessary to claim a reduction or elimination of withholding taxes (e.g., Form W-8BEN); Cornell reserves the sole right and discretion to make these determinations as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Caterer.



Caterer Attestation:

Are you currently, or in the last 12 months have you been, an employee, student, or student-employee at Cornell University? Yes No

Note: If the caterer answered "Yes" to the above question, this Contract must NOT be utilized. Contact the Tax Manager in the Division of Financial Affairs at tax@cornell.edu.

By: _____ _____ _____
Caterer Signature Name Printed Clearly Date

By: _____ _____ _____
Cornell University Unit Signature Name Printed Clearly Date

By: _____ _____ _____
Cornell BSC Director/Designee Signature Name Printed Clearly Date

Please attach a signed copy of this form to any requests for payment (i.e., purchase order or BSC procurement card).