MASTER AGREEMENT FOR CATERING SERVICES

Between

THE ARIZONA BOARD OF REGENTS
on behalf of
THE UNIVERSITY OF ARIZONA
(hereinafter referred to as “University”)

and

(hereinafter referred to as “Caterer”)

University desires to retain catering services, and Caterer is willing to provide services to the University, upon the terms and conditions set forth below.

Caterer agrees to be responsible for all preparation, delivery, setup, serving, clean up and removal of food at University event. Caterer shall also be responsible for the quality, sanity and purity of the food it provides and serves and shall only employ competent and properly trained and licensed personnel to deliver and serve such food.

The term of this Agreement shall commence upon last signing date and shall continue until either party gives thirty (30) days written notice of termination to the other party. Catering requirements, costs and dates of catered events with method of payment shall be set forth in each individual Catering Confirmation. Caterer shall maintain all permits and health certificates as required by law to operate such a catering service and shall provide current insurance certificates with the following coverage:

Insurance Requirements. Without limiting any liabilities or any other obligations of Caterer, the Caterer shall provide and maintain the minimum insurance coverage listed below unless otherwise agreed to in writing. Coverage shall be provided with forms and insurers acceptable to the University until all obligations under the Agreement are satisfied.

- Commercial General Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000) each occurrence.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000) each occurrence.

The insurance policies required in the two statements above shall be endorsed to name the State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured and shall stipulate that the insurance afforded the Caterer shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Caterer.

- If applicable, Workmen’s Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of Agreement, and Employer’s Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS ($100,000).

A certificate of insurance acceptable to the University shall be furnished to the University prior to the commencement of Agreement as evidence that policies providing the required coverage, conditions and limits are in full force and effect.

The Caterer shall indemnify, defend, and hold harmless the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or
death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Caterer, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Caterer’s obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees.

Alcoholic beverages are not a part of this agreement, as no alcohol may be purchased with University funds. Should event require that alcoholic beverages be involved, a separate rider to this Agreement shall be put into place complying with University policy and all applicable laws.

No deposit may be construed as a penalty. Both parties agree that only the portion of a deposit representing damages caused by the University’s failure to perform can be used to reimburse the Caterer for actual expenses incurred while preparing to perform under the terms of this Agreement. Caterer shall refund to University all payments and deposits in the event Caterer cancels a function or event. Should Caterer cancel the scheduled food and services within 30 days of event, Caterer shall be responsible for the difference in costs University incurs to replace such food and services with those of another Caterer.

The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

The parties agree that any dispute arising under this Agreement involving the sum of $50,000 or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Arbitration Act. The decision of the arbitrator(s) shall be final.

The parties recognize that the performance by the Arizona Board of Regent for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding form other sources. The Board of Regents may reduce the scope or scope or cancel the Agreement without further duty or obligation should the Legislature fail to appropriate sufficient funds, if the appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available.

This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

The Caterer agrees to keep all books, account, reports, files and other records relating to this Agreement for five (5) years after completion of each Confirmation. In addition, the Caterer agrees that such books, account, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

The Caterer certifies that pursuant to Arizona Revised Statute § 35-397, Caterer does not have a *scrutinized business operation in either Sudan or Iran. (*Scrutinized business operations are investments in the petroleum energy sectors of these countries).

This Agreement is not assignable without prior written approval of both parties.

This Agreement completely and exclusively states the agreement between the parties regarding its subject matter. The signing of a Catering Confirmation form by a University Department shall only be used for confirming of the services and costs to be provided and shall be governed by the terms of this Master Agreement. This Agreement shall not be modified except by a written amendment signed on behalf of the applicable parties by their duly authorized representatives.

This Agreement shall be governed by Arizona law.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates designated below:

ARIZONA BOARD OF REGENTS ON
BEHALF OF THE UNIVERSITY OF ARIZONA

“CATERER”

---

Authorized Signature
Print Name: ___________________________
Title: _________________________________
Address: ______________________________
City, Zip Code: _________________________
Phone Number: _________________________
Fax Number: ___________________________
Email: ________________________________
Web Address: __________________________
Date: ________________________________

---