

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 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 "Effective Date" of this Agreement is the date it is accepted by an authorized representative of the University and shall continue for a period of twenty-four (24) months. During the term of the agreement, the Caterer is responsible for maintaining insurance in accordance with the requirements as stated herein.

Catering requirements, costs, and dates of catered events with method of payment shall be set forth in each individual BEO or catering confirmation that Caterer provides to University. 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 minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate.
 - If Caterer's scope of service includes service of alcohol, the Commercial General Liability policy reference above must be endorsed to add insurance coverage for service of alcohol. ***The University of Arizona Foundation maintains a list of approved bartenders and must be contacted separately in order to gain admittance to that list.***
- Commercial Automobile Liability insurance with minimum limits 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, and the University of Arizona Foundation** as additional insured and shall stipulate that the Caterer's insurance shall be primary insurance and that any insurance carried by the State of Arizona, the University of Arizona Foundation, or 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, Worker'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).

- If Caterer believes that it is exempt from Worker's Compensation statutes as a Sole Proprietor or Independent Contractor, a completed waiver form from the Arizona Department of Risk Management must be submitted in lieu of evidence of a Worker's Compensation insurance policy.

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, endorsements, conditions, and limits are in full force and effect. Caterer shall furnish proof of current insurance to University no later than five working days following policy renewal. Failure to maintain current and updated proof of insurance on file with University may result in termination of this Agreement, and will result in immediate removal from University's website as an approved caterer.

Caterer shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the University of Arizona Foundation, the Arizona Board of Regents and the University, its officers, agents, and employees ("Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, 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, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Caterer and/or its subcontractors of claims under similar such laws and obligations. Caterer's obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, University of Arizona Foundation, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Caterer and third party infringement under the Agreement.

No alcohol may be purchased with University funds

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. If Caterer terminates an agreement to provide service at a function or event, Caterer shall promptly refund any and all payments and deposits made by University. If Caterer terminates within 30 days of event, Caterer shall be responsible to the University for any additional costs incurred by the University to secure equivalent food and services at the event and this Agreement may be immediately terminated by the University.

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

The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

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 from 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 cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

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

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

As required by ARS §§ 35-393 to 35-393.01, Caterer certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.¹

This Agreement completely and exclusively states the agreement between the parties regarding its subject matter. A BEO or other catering confirmation form provided by Caterer and signed by a University Department shall only be used to confirm the specific food and services to be provided by Caterer and the costs for such food and services. The provision of such food and services 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: _____

Email: _____

Web Address: _____

Date: _____

Date: _____

¹ Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This provision (Participation in Boycott of Israel) is not a mandatory part of the Agreement as long as the injunction remains in place.