

**2023-2024 UNIVERSITY OF NORTHERN IOWA
CATERING AGREEMENT**

This Agreement (“Agreement”) made by and between University of Northern Iowa (“University”) and _____ (“Vendor”) enter into this Agreement, which shall allow Vendor to provide catering service or food/beverage delivery for events held at University facilities.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties to this Agreement agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement shall begin on the date of contract signature and continue through June 30, 2024. University is under no obligation to purchase any minimum amounts under this Agreement.

2. CAMPUS SPECIFIC REQUIREMENTS

By entering into this agreement, the vendor is agreeing to the following terms by initialing each item below:

_____ Vendor must allow for purchases utilizing the university procurement card with no additional credit card fees or submit an invoice for payment. If submitting an invoice, vendor agree to net 30 payment terms and must be set up in UNI system by following the instructions listed here: <https://obo.uni.edu/accounts-payable/docu-sign-supplier-forms>

_____ Vendor agrees that all products will have the Vendors business name labeled on its items at the event so it can be easily identified where the product came from.

_____ Vendor agrees that food and beverage products delivered fit into these specific categories. If any customer at the University asks for something outside of these items, the vendor must decline that customer’s request. The customer needs to go through the Catering Approval Process for the event.

- Amount for the event is less than \$250. If delivering to the same client at the same location at the same time, it is considered the event and cannot be broken into two events. For events that are more than \$250, there is a different approval process that needs to take place. Campus customers will be provided a list of vendors who have already signed up for this agreement for ease of processing.
- Beverages are only to be bulk beverages of at least 1 gallon or more (coffee, juice, lemonade, water, etc.). Per the Campus Beverage Contract, no beverages in cans or bottles (including 2 Liters) are permitted. This includes bottled water. No alcoholic beverages. If customers are looking for bottled and canned beverages, refer them to purchasing these on campus at a retail location per UNI’s exclusive beverage agreement.
- Bakery Items, such as cookies, pastries, bars, breads, etc. that do not require time and temperature control for food safety are acceptable.

- Premade deli sandwiches, entree salads, lettuce salad (or other greens), Individual condiment packets, whole fruit, relish tray, fruit tray, cheese & cracker tray are acceptable items.
- Pizza is an acceptable item.
- If hot food is requested for the event, hot food must arrive properly cooked and at a minimum temperature of 135F and kept on a heat source whenever possible. If this is a serviced event and you are there for the entirety of the event, all food must be served within four hours from the start of the arrival of the hot food. Food remaining after the event must be disposed of.
- If cold food is requested for the event, cold food must arrive at a temperature less than 41F and kept on ice whenever possible. If this is a serviced event and you are there for the entirety of the event, all food must be served within four hours of the arrival of the cold food. Food remaining after the event must be disposed of.

_____ Vendor agrees if any of these requirements are violated, this contract would be subject to immediate termination.

_____ Vendor is encouraged to provide a contact name, phone number and link that can be used on UNI's website for customers to contact them.

_____ Vendor is responsible for ensuring they are parking properly on campus. Parking maps and permit information can be obtained from this website:

<https://publicsafety.uni.edu/parking-division-permit-costs> Temporary parking permits and annual permits are available through this website.

3. IOWA FOOD SERVICE LICENSE

Each authorized Vendor must have a valid State of Iowa Food License appropriate for the type of food service and setting. The Vendor must provide a copy of the license to University of Northern Iowa Housing and Dining.

4. INSURANCE AND RELATED REQUIREMENTS

The Vendor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor arising from Vendor's business operation. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Vendor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

4.1 Minimum insurance coverages and requirements are as follows:

4.1.1 Commercial General Liability	
General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

The State of Iowa, the Board of Regents of the State of Iowa, and the University of Northern Iowa must be named as additional insureds on the Commercial General Liability policy. Additional insured status shall be on a primary and noncontributory basis.

4.1.2 Automobile Liability
Each Occurrence Limit \$1,000,000

4.1.3 Workers' Compensation Employers Liability
Statutory Limits of \$100,000/\$500,000/\$100,000

Workers' Compensation Policy shall include a Waiver of Subrogation in favor of University of Northern Iowa; Board of Regents, State of Iowa; and the State of Iowa.

Vendors that have elected to not be covered by workers' compensation or employers' liability coverage under by Iowa Code chapters 85, 85A, and 85B can provide proof of the same in lieu of coverage.

4.1.4 Certificate of Insurance
This certificate must be sent to: University of Northern Iowa Housing and Dining.

Note: These are the standard required amounts for vendors. If your business only offers foods that are non-potentially hazardous foods, please inquire about insurance requirements for your business.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the State of Iowa; the Board of Regents, State of Iowa; and the University; and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or relating to (A) the material non-performance, non-compliance or breach of or with the terms and obligations of this Agreement or (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any loss of use resulting therefrom caused in whole or in part by any negligent act or omission or intentionally wrongful act of the Vendor or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

5.2 In any and all claims against the University, the Board of Regents of the State of Iowa, the State of Iowa, and/or their employees, agents, successors, or assigns, by any employee of the Vendor or its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Vendor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.

6. NO RIGHT TO UNIVERSITY MARKS

This Agreement shall not be construed as providing Vendor with any rights to use University names, trademarks, logos, or photographic images. Such rights would require a separate written agreement between the parties.

7. PERSONAL OR NON-UNIVERSITY OWNED PROPERTY

University of Northern Iowa does not assume responsibility for personal or non-University owned property kept or stored in University facilities or on University grounds.

8. UNI PROPERTY/GROUNDS

Except for reasonable wear and tear, Vendor shall be responsible for any damage to or loss of UNI property caused by Vendor or Vendor's employees, agents, subcontractors or guests, and for any excessive trash. Vendor shall notify UNI immediately of any such damage or loss. UNI may repair or replace such damaged or lost UNI property and remove excessive trash. In such an event, UNI shall provide Vendor with an invoice for the costs incurred by UNI for such repair, replacement or removal and Vendor shall pay such invoice within 15 days of receipt.

9. SUPERVISION OF EMPLOYEES

Vendor shall be responsible for the supervision and control of its employees and agents. Vendor's personnel shall observe all applicable University rules, regulations, and policies either currently in force or as adopted when on University property, or providing goods or performing services under this Agreement. University of Northern Iowa reserves the right to require the Vendor to remove any employee or agent of Vendor at any time, whether temporarily or permanently, from events. Vendor shall comply with all applicable government regulations related to employment, compensation and payment for its employees or agents and shall be responsible for personnel relations of its employees.

10. TERMINATION

In the event that either party defaults on its responsibilities under this Agreement, either party shall have the right to terminate the Agreement upon 15 days' written notice, provided that each party shall have the right to cure such default within the same 15-day period. If University is in default and fails to cure within said 15-day period, Vendor shall be relieved of all responsibilities under this Agreement. If Vendor is in default and fails to cure within said 15-day period, University shall be relieved of all responsibilities under this Agreement. If either party is in default under this Agreement three or more times during the term of this Agreement, whether the defaults are cured or not, the non-defaulting party may terminate this Agreement with five (5) days written notice to the other party.

11. NOTICES

All statements, notices, and mailings of any nature relating to this Agreement shall be sufficient if mailed U.S. Mail, postage prepaid, addressed to the respective parties at the addresses set forth below, unless a party notifies the other by such notice of a new address, in which event such new address shall be employed for all subsequent mailings:

University of Northern Iowa
Office of Business Operations - Cashier's Office
103 Gilchrist CEDAR FALLS, IA 50614-0008

12. NO ENDORSEMENT

This Agreement shall not be construed as an endorsement by University of Northern Iowa of Vendor's goods or services.

13. INDEPENDENT CONTRACTOR STATUS

Vendor agrees that the relationship between Vendor and University is that of an independent contractor for employment tax purposes. Vendor shall be solely responsible for its self-employment, income or any other taxes relating to payments under this agreement including those of any employees. Vendor shall be solely responsible for liability, disability and health insurance coverage.

14. TAXES -- FEDERAL, STATE AND LOCAL The University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the Vendor's employee's wages. The University is exempt from State and Local Sales and Use Taxes on the products and services supplied pursuant to this Agreement.

15. LAWS

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

16. ENTIRE AGREEMENT

Upon execution by the parties, this Agreement shall embody the entire agreement between the parties relating to this subject-matter, and no modifications, amendments, or variations shall be of any effect unless in writing and signed by duly authorized officers of the Caterer/Vendor and UNI.

17. NO ASSIGNMENT

This Agreement is specific to the parties and may not be assigned or sublicensed by Vendor without the prior written permission of UNI.

18. APPLICABLE REGULATIONS

Vendor agrees that any activities which it undertakes pursuant to this Agreement shall be consistent with federal, state, and local laws and regulations.

19. IMMUNITY FROM LIABILITY

Every person who is a party to this Agreement is hereby notified and agrees that University is immune from liability and suit for or from Vendor's activities involving third parties and arising from this Agreement.

20. CONFLICT OF INTEREST

Should Vendor be a paid employee of UNI, any other Iowa Regent institution, or state agency, will be considered a "conflict of interest vendor." Whenever Vendor represents a conflict of interest, Vendor must have prior approval from the University Procurement Department to do business with the University. If any of this applies or if there are any questions, contact the Procurement Department at (319) 273-6246 for further information and do not sign this Agreement, until express approval has been given by the Procurement Department. Additional

requirements are imposed when the use of federal funds are involved in the procurement action, see 2 CFR 200.318(c) for further details.

21. VENDOR INFORMATION

VENDOR NAME: _____

CONTACT NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

VENDOR'S TAX IDENTIFICATION NUMBER: _____

If Vendor is a sole proprietor, the number must be either the Federal Employer Identification number (Taxpayer I.D.).

If you have questions about this Catering Agreement, please contact the Housing and Dining office at 319-273-2333 or dining@uni.edu