Catering Rules and Regulations

The Curtis Culwell Center strictly prohibits the carrying in of food and beverage items by anyone other than Curtis Culwell Center Approved Caterers. This restriction includes individuals carrying in food and beverages for meals or snacks during set-up, move-in, move-out, or show hours. All food and drink services MUST be provided by either the *Exclusive Concessionaire*, from a caterer listed on the Center's pre-qualified *Approved Caterer's List, or as determined by the Assistant Director of Events Services & Operations or his/her designee*. The *Exclusive Concessionaire* is Sorrells Enterprises dba Artisan Provisions and Ted E's.

The Curtis Culwell Center is pleased to provide the user with an excellent list of *Approved Caterers* giving the User his/her choice of some of the most well-known and respected caterers in the area. *GISD Users* must use caterers that are BOTH on the Curtis Culwell Center *Approved Caterer's List* AND the *GISD Approved Caterer's list.* This applies whenever GISD funds are being expended for food and beverage services at the Curtis Culwell Center.

The following rules and regulations apply to all caterers (any *Approved Caterers* and the *Exclusive Concessionaire)* who wish to provide food and/or beverage services for functions on the premises of the Curtis Culwell Center. These *Catering Rules and Regulations* are available to any caterer prior to his/her applying for consideration of catering privileges at the facility. Once a *Caterer Applicant* meets all the qualifications required herein, the Sales Manager shall grant catering privileges to the Curtis Culwell Center and be added to the Center's *Approved Caterer's List.*

Application Process

Application for consideration of catering privileges at the Curtis Culwell Center is detailed in these *Catering Rules and Regulations*. To be a successful candidate for application for catering privileges at the Curtis Culwell Center the applicant must:

1. Read, understand and agree to all stipulations in the *Catering Rules and Regulations;*
2. Complete an *Application For Catering Privileges* and submit the *Application Fee;*
3. Show proof and possession of the proper licenses as required by the city Health Department where operations are based when submitting the *Application For Catering Privileges;*
4. Show proof and possession of, or the ability to obtain, the required insurance as outlined in these *Catering Rules and Regulations* when submitting the *Application For Catering Privileges;*
5. Provide samples of NON-DISPOSABLE plates, serving ware, and linens to be used for a Curtis Culwell Center event.
6. Attend all orientations as outlined in these *Catering Rules and Regulations;*
7. Submit a *Performance Deposit* by the applicant, if the application is accepted.
8. Sign the Catering Rules and Regulations signature page (Pg. 11).

Application Fee
A non-refundable *Application Fee* of **$100** must be paid by all caterers who, after reading and understanding these *Catering Rules and Regulations*, decide to apply for catering privileges at the Curtis Culwell Center. The purpose of this fee is to cover administrative costs incurred by the facility in the application process as outlined. If the application is denied, the fee is non-refundable, and the applicant will be notified as to the specific reason(s) the *Application for Catering Privileges* was denied. If the applicant is a caterer that is on the current *GISD Approved Caterer's List* then the applicant is not required to pay the application fee.

Caterer's Privilege Permit
If the application is approved, the applicant will submit a *Performance Deposit* and will then be issued a *Caterer's Privilege Permit.*

License Requirements
All potential caterers must be properly licensed to do business in the State of Texas, cook all food in a facility with an approved sanitation rating, and provide the facility management with their appropriate state sales tax number and Federal ID number. The caterer must be approved by the Health Department in the city where there operations are based and is expected to be erudite as well as exercise compliance with all local governmental rules and regulations regarding *FOOD SERVICE,* which may be obtained at that City's Health Department.

Insurance Requirements
The caterer shall obtain and maintain during the term of this Agreement, liability, worker's compensation and fidelity insurance, and commercial vehicle liability insurance in such amounts as follows:

The caterer shall purchase and maintain an insurance policy with a company or companies licensed to do business in the State of Texas. Such insurance will protect the caterer and GISD from claims set forth below, which may arise out of, or result from, the operations under the contract. The caterer shall file with the Event Services Manager, before work is begun, certificates of such insurance which shall be subject to approval by GISD as to the company providing insurance and the manner and adequacy of insurance protection. The Caterer shall, during the performance of this Agreement, keep in force the following insurance:

1. Commercial General Liability Insurance: shall include coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability insuring the indemnity provision contained in this Agreement.
    a. Combined limits of $1,000,000 per occurrence for bodily injury and property damage.
    b. Annual aggregate limit of $2,000,000.
    c. GISD, the Curtis Culwell Center, 4999 Naaman Forest Blvd., Garland, Texas 75040, and their officials shall be listed as additional insured (Certificate Holder).
2. Business Commercial Automobile Liability Insurance: shall include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles used by Concessionaire, its employees, or its agents.
    a. Bodily injury of $500,000 per person and $500,000 per occurrence.
    b. Property damage limit of $100,000 per occurrence.
    c. Aggregate limit of $1,000,000.
    d. GISD, the Curtis Culwell Center, 4999 Naaman Forest Blvd., Garland, Texas 75040, and their officials shall be listed as additional insured.

*In the alternate, CGL and CAL insurance coverage a combined single limit policy of $500,000 for both property damage and bodily injury may be provided with One (1) million dollar aggregate.

The Caterer shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policies.

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to GISD.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to GISD. Caterer shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by GISD.

Caterer shall be responsible for their employee(s) dishonesty, theft, disappearance and/or destruction of GISD property.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

Caterer shall furnish to the Sales Manager certificates evidencing all required coverage as stated herein and shall thereafter provide the Sales Manager with certificates of current coverage upon the expiration or renewal of any insurance coverage. Caterer shall verify with facility management that the caterer's policy is in force with the proper insurance carrier prior to each catered event. Facility management will further verify that the minimum coverage amount, as well as the proper type of coverage, is issued prior to each event.

Indemnification and Loss/Damage Liability

The Curtis Culwell Center and Garland I.S.D. assume no responsibility for the negligence or oversight of the caterer which results in damage of property or injury to persons arising from any and all claims that could be made to the caterer. The caterer or official representative hereby releases, indemnifies and saves Garland I.S.D. harmless from said claims, as well as product liability for any and all food or beverage prepared, served or provided at the Curtis Culwell Center.

The caterer shall indemnify and hold harmless the GISD, its members and the Curtis Culwell Center staff including the Assistant Director, and all officials or employees of the aforementioned entities thereof from any claim, action, liability, loss, damage or suit. In the event of any asserted claim, the caterer shall at its own expense defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder. In the further event that the caterer fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the caterer, and with full rights to recourse against the caterer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The caterer further agrees to pay all reasonable attorney fees necessary to discharge said claim.

The caterer acknowledges that Garland I.S.D. shall not be liable or responsible to the caterer, its employees or agents for defects in, or failure of, equipment or premises which occur during the occupation and use of Curtis Culwell Center facilities by the caterer. Further, the caterer does indemnify and hold the Garland I.S.D., its officials and employees harmless from any claims, damages or lawsuits arising from the use of Curtis Culwell Center facilities and/or equipment by the caterers. In the event of any asserted claim, the caterer shall at its own expense defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder.

In the further event that the caterer fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the caterer, and with full rights to recourse against the caterer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The caterer further agrees to pay all reasonable attorney fees necessary to discharge said claim.

The caterer shall be responsible for any and all damages to the buildings, furnishings, fixtures or equipment sustained from use and/or occupation of same by the caterer whether caused by the caterer, its agents or any other persons connected with the caterer's function. Charges to the caterer for such damage will be equal to the cost of repairs and/or replacement.

Caterer waives, releases, relinquishes, and discharges Garland I.S.D. of and from any and all claims of any nature, including damage or loss of property, injury to persons (including death), or any other loss, demand, liability or expense caused by or in connection with caterer's use of the Curtis Culwell Center.

Fire Safety

The caterer shall not use, or permit the use of, flammable liquids, open flames, electrical equipment, cables and connections, or the use of propane without prior approval of the facility management and Garland Fire Department officials. All decorations must be fire retardant and certain decorations may require a Certificate of Fire Retardancy. All necessary permits may be obtained from the Fire Marshal's office, City of Garland. The caterer is encouraged to ask prior to the event regarding the use of decorations, equipment, etc.

Orientation by Curtis Culwell Center Staff

An orientation of the facility regarding procedures relating to check-in, move-in, cleanup, inventory checkout, move-out, use of the trash compactor and dumpster, linen, permitted areas of use, as well as restricted areas, will be given to the caterer by the Sales Manager or his/her designee. Caterers will also be given other information including facility policies and procedures and will be expected to be knowledgeable and follow all the rules and guidelines as applicable.

Caterer's Performance Deposit
As a requirement for approval of the caterer's application, all caterers will be required to submit a non-interest bearing advance *Performance Deposit* in the amount of **$500.** This amount will be retained in escrow for a minimum of one (1) year by the Curtis Culwell Center. The *Performance Deposit* will only be returned if the applicant is removed from the approved caterer's list by the Curtis Culwell Center for non-compliance or the applicant requests to be removed. If the applicant is a caterer that is on the current *GISD Approved Caterer's List* then the applicant is not required to submit the *Performance Deposit.*

The *Performance Deposit* will be applied to the following:

- Payments that are past due to the Curtis Culwell Center
- Damage to, or loss of, catering equipment and/or facilities caused by the caterers
- Costs resulting from the caterer's improper cleaning of the facilities
- Any other liability for funds due to the Curtis Culwell Center arising out of the use of the Curtis Culwell Center facilities by the caterer
- Administrative fees to compensate the facility for following up or taking action of non-compliance of these *Catering Rules and Regulations* as needed.

In the event that it becomes necessary for the facility to charge the caterer for any of the items listed above, the *Performance Deposit* must be replaced (brought back up to **$500**) by the caterer prior to his/her future use at the Curtis Culwell Center.

Exclusive Product Agreements
The Curtis Culwell Center may enter into agreements from time to time with vendors who are sponsors of the facility and/or are food and beverage providers. Said agreement may provide for the exclusive entitlement of their products to be sold, dispensed, poured, distributed, served, sampled, and marketed in the facility. The caterer shall be informed by the Curtis Culwell Center of the applicability of such agreements, if any, to that caterer's provision of services. If any such agreements are applicable to caterer, caterer shall only make these products available and have no other competing products available to be sold, sampled, dispensed, or served anywhere in the facility. If applicable, no permanent or temporary advertising, signage, or trademark visibility for competitive products of the caterer may be displayed or permitted by the caterer within the facility.

Catering Fee
The Caterer agrees to pay a twenty percent **(20%)** fee on all applicable sales and services for each function, excluding sales tax and gratuity. All caterers will be fully responsible for payment of this catering fee and not the client. The client is not obligated to pay the commission fee. A copy of the caterer's total (all-inclusive), final invoice to the user, signed by the client, accompanied by payment of the fee in full shall be remitted to the Curtis Culwell Center, three (3) business days prior to the event or the caterer may not be allowed to cater the event. Delinquent payments shall bear interest at the highest lawful rate of interest until paid. Also, catering privileges will be suspended until account has been made current. The Curtis Culwell Center reserves the right to hold the caterer liable for the full amount owed, all collection and/or attorney fees, court costs, plus any administrative fees incurred by facility management in taking action.

Acceptable forms of payment three (3) business days prior to the event or earlier: cash, credit card, check, or ACH payment
Acceptable forms of payment LESS than three (3) business days prior to the event: cash or credit card, and ACH payment (no checks will be accepted)

A copy of the Banquet Event Order signed by both the client and the caterer, including menu, pricing, guest count must be forwarded to the Event Coordinator or his/her Designee no later than four (4) days prior to the event.

If the caterer does not submit the BANQUET EVENT ORDER to the facility management as required, he/she will be denied use of the facility and are subject to removal from the approved Caterer's List. In the event the caterer does not provide this information in said timely manner, the lessee will be notified and another caterer will be given the opportunity of the catering contract for the event. There shall be no catering fee for sales and services for GISD events.

Kitchen Rental
The Assistant Director or his/her designee must be notified in writing, using a Kitchen Rental Guidelines and Fees Form as soon as possible but no later than thirty (30) days prior to the event by an *Approved Caterer* to make arrangements for the use of the full kitchen and/or walk-in refrigerator/freezer; limitations include the needs of the *Curtis Culwell Center* based on capacity and the number of caterers in the building the same day. Kitchen Rental Guidelines and Fees Forms may be obtained from an Event Coordinator or the Event Services Manager. Two (2) hot boxes and the ice machine are available at no charge. The Event Services Manager or his/her designee shall make the final determination of equipment access for all caterers. Adjustments may be made only by approval of the Assistant Director of Event Services & Operations.

Approved Caterers must first obtain written permission to use kitchen equipment. Caterers are expected to clean and sanitize all counters, carts, appliances, and equipment owned by the Curtis Culwell Center after use or may be charged for cleaning.

Caterer's Responsibilities
When approved by the Event Services Manager, the caterer will be allowed the use of fixed equipment only. Each Caterer must provide all other catering equipment and items necessary for the completion of each function including: all NON-DISPOSABLE serving ware (China dishes, glass pitchers, glassware, metal flatware, etc.), linen, bus pans, mobile carts, additional hot boxes, trash cans, etc. The linens must be set on all tables at customer move-in time. All food service items (trays, dirty linen, rental equipment and any other property of the caterer) must be removed from the facility immediately upon completion of the event. The Curtis Culwell Center is not responsible for items lost, damaged or stolen which belong to either the caterer or a rental company.

Caterers must supply their own warming carts over and above the two (2) provided. The Curtis Culwell Center will open the kitchen for caterers to use the ice machine. The caterer provides ice chests to transport the ice from the kitchen to the service hall. Additionally, caterers must supply containers to chill food and beverage items.

Alcoholic Beverages
Alcoholic beverages are allowed on the Curtis Culwell Center property as long as provided by the approved Curtis Culwell Center Concessionaire.

Smoking
Smoking is not permitted in the facility or anywhere on the Curtis Culwell Center property.

Concessions
The Curtis Culwell Center shall have exclusive rights to all concession operations to include any food service in any space where patrons would be charged for food or beverages including alcohol at a point of sale. No food/beverage including alcohol samples may be given out for free without prior approval from the Assistant Director or his/her designee.

Event Check-in
The caterer is required to advise facility management of their move-in time, the name and telephone number of the designated catering representative in charge of move-in, and number of staff at least three (3) days prior to the event. The designated representative must be authorized by the caterer to sign the *Event Check-in Form*. All inventory items that are broken or damaged must be noted on the *Damage Form(s)* located in the kitchen. Caterers are responsible for all broken, damaged or missing equipment.

Event Check-in Form
Immediately prior to move-in, the caterer is required to do a walkthrough of the areas to be used by the caterer with the *Event Coordinator* as well as an inspection and count of all equipment requested and the condition.

The inspection will include:

- Condition of all the areas to be used or accessed by caterers
- Inventory and condition of all equipment requested

After the inspection, both the caterer's representative and the Event Coordinator must sign the *Event Check-in Form* before move-in by the caterer to proceed. Move-in is always via the rear loading dock of the facility. Delays of move-in time, absence of an authorized representative or any other situation at move-in that causes a financial imposition regarding unscheduled staff time to the facility will be billed to the caterer.

Loading and Unloading
The spaces in front of the facility are for Curtis Culwell Center lessees, their guests or patron's visitors. Fire lanes may not be blocked or used for parking. Caterers may load and unload food, equipment, and other items only at the dock unless otherwise approved by the Event Services Manager or his/her designee.

Vehicles may not be left unattended at the loading dock. No vehicles will be allowed inside the facility. Catering vehicles must be moved immediately after loading or unloading to a parking space. Prompt loading and unloading of vehicles is required.

Catering staff may not park in any illegal area or in a manner which would block the dumpster, or prohibit vehicles to pass. Parking is allowed in approved marked or designated spaces only.

Catering Personnel and Customer Service Standards
The Curtis Culwell Center strongly suggests that meals for more than 300 guests be served as a plated meal. The CCC recognizes that any catered event has a direct reflection on the facility. Every lessee and guest is entitled to a pleasant and memorable experience at our facility. It is our wish that caterers serve our clients well and that your services reflect favorably on the facility. It is expected that all caterers shall properly screen their employees and administer criminal background checks on prospective hires. Caterers are expected to train all employees to meet or exceed the expectations that are outlined in these policies.

It is our policy to provide the highest standards of quality customer service to our lessees and their guests. Therefore, it is necessary for us to set the proceeding minimal standards for all caterers providing services at the Curtis Culwell Center. Professional uniforms should be worn at any catered event by catering staff.

Approved attire for catering staff

- White or Black shirt (clean and pressed)
- Black slacks that are clean and pressed (NO jeans)
- Bow tie or tie
- Black shoes (NO open-toe, or athletic shoes)
- Exceptions must be approved by the Assistant Director or his/her designee
- All catering staff must be appropriately attired at least one (1) hour before guests arrive and remain in said attire for a minimum of thirty (30) minutes after guests leave.

Catering Expectations

- Under no circumstances will the Curtis Culwell Center allow food to be dropped off by the caterer. The caterer must provide the proper number of servers and staff to ensure excellence service for the duration of the event.
- All equipment is for use for events being held at the Curtis Culwell Center only. Caterers are not to prepare food in the Curtis Culwell Center kitchen to be taken to other locations or events.
- Without exception, all clients will be provided with clean linen tablecloths and napkins.
- All plated meals must be served in a prompt, expedient, timely, and professional manner.
- It is expected that all wait staff will:
    - Follow appropriate serving etiquette
    - Smile and be courteous
    - Keep tables bussed and clean at all times
    - Keep all back preparation areas and trash cans invisible to guests
    - Serve the guests in a manner with which they are pleased at all times
- Rolled silverware is allowed only on buffet lines. In all plated service, the silverware must be appropriately placed on the table.
- When providing plated service, the wait staff is responsible for refilling guests' coffee cups or tea glasses.
- Catering personnel should use the restroom facilities at the back dock and not the guest restrooms on the east side of the conference center.

During The Event

- Keep all hallways and exits unblocked and in compliance with all building and fire codes.
- All non-essential food items must be kept in the service hallway out of sight of guests.
- While an event is in progress, the catering staff must be mindful of the client's program and be as quiet as possible during presentations. During prayers or Pledge of Allegiance the catering staff will be still and silent.
- Caterer will only use doors approved by the Event Coordinator.
- An Event Coordinator will be assigned to each event. This staff person shall be considered the building's Manager-On-Duty and shall have final authority on all issues as related to policies, procedures, safety, fire and building codes, and fulfilling the contract with the Lessee. The Event Coordinator will be available to answer any questions or assist the caterer to ensure that the lessee and the guests have an enjoyable experience at the Curtis Culwell Center.

Cleanup Policy

- Kitchen floors should be thoroughly swept and mopped.
- All trash cans used must be thoroughly rinsed and returned to where they were found.
- **All trash cans used must be relined with quality, heavy duty liners (provided by caterer).**
- Back hallways should be left clean and in compliance with fire and building codes
- All rented inventory should be put away in the appropriate place.
- All facility equipment used must be washed, sanitized, and completely cleaned
- Remove ice scoop from the ice machine
- Put all boxes not broken down into the Curtis Culwell Center trash compactor. Put trash bags only in the dumpster. No trash may be left in the building or on the grounds.
- Do not pour any liquids or food on the stairs, ground, or paved areas.
- Dining areas should be swept.
- All catering equipment and other equipment not rented from the Curtis Culwell Center should be removed from the building. Storage fees will be imposed for equipment left in the building that is not approved in advance with facility management.
- Put all cleaning equipment back in the proper place(s). Do not leave trash cans at dock.
- After the event, walk through all areas used with facility staff and complete the Event Check-out Form acknowledging the condition of the facility, equipment, and inventory.
- The facilities used by the caterer are expected to be left in the same general condition as found. If the kitchen, dish room and back hallways are not left clean, the caterer will be charged a minimum of $100 cleanup fee. This amount will be taken out of the *Performance Deposit*.
- The catering company will not be allowed back into the building until the deposit is brought back up to $500

Event Check-out
After the event is over, the caterer is expected to begin cleanup. The caterer is expected to notify the facility staff when he/she is ready for cleanup. Cleanup is expected to be timely and thorough as outlined in the *Cleanup Policy*. Any broken or missing items must be reported at check out to the Event Coordinator on duty. Immediately after cleanup and move-out, the catering representative who signed the *Event Check-in Form* will be required to do a walk-through of the areas used by the caterer with facility staff as well as conduct an inspection and count of all equipment used and the condition thereof. The inspection will include:

- Condition of all the areas used or accessed by caterers.
- Inventory and condition of all equipment used.

After the inspection, both the caterer's representative and the facility staff must sign the *Event Check-out Form*. Move-out is always via the loading dock of the facility. Delays of move-out time, absence of an authorized representative or any other situation at move-out that causes a financial imposition regarding unscheduled staff time to the facility will be billed to the caterer.

Revocation of Privilege Permit
The *Caterer's Privilege Permit* may be revoked by the Curtis Culwell Center at any time upon the occurrence of any one of the following:

- Use of any disposable items (plates, utensils, serving pieces, etc.)
- Failure to make required payments in a timely basis.
- Failure to coordinate the event with the Event Services Department in the stated prescribed manner.
- Failure to take proper care of the equipment and/or failure to properly clean
- Failure to comply with stated pre-event and post-event check-out procedures.
- Revocation of the City Health Department certification.
- Violations of any Fire or Building Codes while operating in the facility.
- Failure to maintain proper business licenses and/or proper liability insurance coverage.
- Failure to abide by the above-stated rules and regulations.
- An unsatisfactory evaluation of the caterer's performance during an event by the lessee.
- Unsatisfactory or egregious customer service, etiquette, or presentation.
- Failure to provide complete and accurate itemized invoices.

Reinstatement of Catering Privileges
Any caterer who has catering privileges revoked may be required to go through the entire application process again. Reinstatement of a revoked *Caterer's Privilege Permit* will be made upon the recommendation of the facility management and only with final approval of the Director.

Revision of Policies
The Assistant Director of Event Services & Operations reserves the right to revise or amend these policies at any time that he/she deems necessary. The caterer will be notified of any changes within ten (10) days of said revisions. Caterers must sign a new contract containing said changes or amendments to continue catering privileges in the facility.

Caterer's acceptance of these policies

The undersigned has read and understands all the stipulations in these catering policies. In consideration for use of the privileges sought, the applicant agrees to accept the responsibilities and stipulations of these policies, and agrees to be bound by all terms and conditions set forth herein. The applicant hereby submits the *Application Fee* for consideration of catering privileges at the Curtis Culwell Center.

Company Name	**Date**
Authorized Contact Name (Please print)	**Authorized Signature**