

THE PHOENIX BALLROOM

Caterer Agreement

401 South 3rd St.

Waco, TX. 76706

Telephone: (254) 297-7850

lesliehenry@thephoenixballroom.com

Office hours: By Appointment

This Caterer Agreement made this _____ day of _____, 20____, between The Phoenix Ballroom, LLC, hereinafter referred to as "The Phoenix" and _____, located at _____ (address), hereinafter referred to as "Caterer".

A. The Phoenix hereby grants to Caterer the right to establish and conduct catering services in The Phoenix, and the right to use the kitchen facilities and the entire kitchen inventory.

B. The Caterer agrees to be bound by and comply with any and all rules and regulations made by The Phoenix during Caterer's occupancy of the premises.

C. The Caterer shall comply with all standards, ordinances, laws and regulations that may regulate such service under this Agreement. Caterer must register with the McLennan County Health Department and the City of Waco and obtain all proper federal, state, and local licenses and permits. The Waco McLennan County Health District requires that The Phoenix have a copy of the Caterers' Current health permit.

The Caterer shall also provide The Phoenix with a copy of current liquor license. Caterer must comply with all state laws regarding the service and consumption of alcohol, and agree to assume liability for any claims resulting from the service of consumption of alcohol at the event. It is the Caterers responsibility to send new copies of such permits and licenses as they are renewed.

D. Caterer shall provide a certificate of insurance to The Phoenix which provides at least a \$500,000 in general, liquor, and product liability coverage and naming The Phoenix Ballroom, LLC as additional insured, protecting the Caterer, its employees, subcontractors, or agents from any and all claims and causes of actions and which extends to The Phoenix. Such general liability insurance shall further indemnify and save harmless to The Phoenix Ballroom, LLC and all their employees and agents against any liability to third persons arising out of injuries suffered by reason of or in any way connected with the activities of the Caterer, its agents, invitees, or guests.

E. The Phoenix shall be responsible for setting up and removal of tables and chairs and for the function and maintenance of kitchen equipment.

F. Caterer agrees to provide quality service and to conduct operations within the best interests of the patron and within professional standards. All staff will be properly uniformed and shall at all times conform to a professional code of conduct and appearance.

The Caterer, its agents and employees, being a support group for The Phoenix, shall practice good public relations while working at The Phoenix. The Caterer shall be responsible for all conduct of its agents and employees during its service under this Agreement. The Caterer, its agents or employees, on the premises of The Phoenix while providing catering services, will consume no alcoholic beverages.

G. The Caterer shall not make any improvements, additions or alterations to the premises of The Phoenix without the written consent of The Phoenix. The Caterer will be liable to The Phoenix for any damages caused to the kitchen equipment or any other property of The Phoenix which is caused by the negligence or misuse of the Caterer, its agents or employees. All equipment entrusted to the care of Caterer or on the premises during the term of this Agreement, which shall become lost, stolen or disappear shall be the sole responsibility of Caterer. Caterer shall be responsible to pay full replacement costs to The Phoenix.

H. The Phoenix, shall have the right at all times to inspect the food and food products provided in The Phoenix and to reject any such products which he/she determines do not comply with the terms of this Agreement. The Phoenix shall also have the right at all times to inspect all equipment, material, service, wares and utensils to ascertain proper state of repair, adequate quantities and appropriate quality, whether these items are supplied by The Phoenix or the Caterer.

I. Caterer agrees to provide all food items, beverages, tableware and other materials and personnel necessary to properly execute the services contracted with the Patron. The Phoenix will provide catering facilities for food preparation/staging, tables, chairs, and outlets. The Phoenix will provide only items that are in stock on-site. Caterer is responsible for checking with The Phoenix regarding what items are in fact in stock on the premises. The Phoenix does not provide pots, pans, etc... The Caterer shall furnish all tabletop items necessary to serve a meal function. These items include but are not limited to china, flatware, glassware, napkins, tablecloths, sugar, creamer, coffeepots, and salt and pepper shakers. The Phoenix Ballroom does provide rental items, if arrangements are made in advance. The Phoenix Ballroom will not be responsible for any equipment, supplies or food that is left at The Phoenix whether rented or owned by the Caterer.

J. The Caterer agrees that it is responsible for leaving the kitchen in the same order and condition that it was found prior to the scheduled event. The Caterer is responsible for disposing of any throwaway or disposable items. The Phoenix will supply trash bags and containers for such clean up. The Caterer is responsible for cleaning up any tabletop items that it has furnished and any leftover food or dirty dishes, also furnished by the caterer, shall be removed from The Phoenix as soon as possible after the catered function. The Kitchen floor shall be swept and mopped. Any area in The Phoenix that food has been served and consumed shall be swept clean. The Caterer shall also remove and place in the dumpster all trash, leftover food portions and food scraps generated by the event that was catered. All the above mentioned tasks shall be done in a timely manner and the Caterer shall provide adequate staff to accomplish it.

If Caterers do not undertake reasonable cleanup measures a minimum clean up fee of \$200 will be charged to the Caterer. Catering privileges may be suspended if non compliance occurs repeatedly. Examples of unreasonable mess left by Caterers and which will result in extra charges, include, but are not limited to - food left on tables, food left in drains, grease poured in drains, sinks or on floor, etc

K. Caterers should notify the office of The Phoenix during regular business hours (9:00 a.m. – 3:00 p.m., Tuesday - Friday) of catering events at The Phoenix. Caterers should provide the date, name of event, and number of people to be catered. Caterers should provide the expected time they will need to gain entry into The Phoenix. The Phoenix is equipped with a loading dock for loading and unloading. This area should be the primary access into and out of The Phoenix. Parking vehicles in entrances, loading dock (after loading or unloading occurs), or The Phoenix Ballroom garage, is prohibited. Vehicles so parked may be subject to towing at the expense of the vehicle owner.

L. Caterer will negotiate all pricing, food menus, and services directly with the Patron. Caterer will bill the Patron directly and handle all collection efforts directly. The Phoenix is not responsible for any patron disputes with food and beverage services, pricing or billing.

M. The Phoenix shall maintain a list of Caterers who have entered into this Agreement and shall provide such list to all persons scheduling any event for which catering services may be needed, but shall not recommend any approved caterer over another similarly approved caterer. This list will be updated on a semi-annual basis. If a caterer is dropped from the list, for any reason, The Phoenix reserves the right to wait until the next regularly scheduled update to reinstate the Caterer.

N. The term of this Agreement shall be one (1) year of the date of the Caterer's signature date but may be terminated by either party upon failure of the other party to materially observe any of the conditions of this Agreement. Either party terminating this Agreement for good cause shall first provide written notice thereof to the other party at least two (2) full working days before such termination. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Caterer Agreement the day and year first above written.

PHOENIX:

The Phoenix Ballroom, LLC

By: _____

Title: _____

CATERER:

By: _____

Title: _____

Please make sure the following are attached:

___ Copy of Health Permit

___ Copy of Liquor License

___ General, Liquor, and Product Liability Insurance (refer to D)

Mailing Address:

401 S. 3rd St.
Waco, TX 76706