

**UNIVERSITY OF NORTH CAROLINA at CHAPEL HILL
FEDEX GLOBAL EDUCATION CENTER
CATERER MEMORANDUM OF AGREEMENT**

This document is an agreement between the FedEx Global Education Center, University of North Carolina at Chapel Hill (hereafter referred to as CENTER) and

(hereafter referred to as CATERER) for the Caterer to provide food service at the CENTER when requested by user groups holding events at the CENTER.

GENERAL

The CENTER provides meetings and banquet facilities for those programs eligible to use the CENTER in accordance with the use policy. The management of the CENTER commits itself to a supportive role with the CATERER to provide the highest quality food service for each CENTER user group when the CATERER'S services are requested. This Memorandum of Agreement addresses the responsibilities of the CATERER and the CENTER.

REQUIRED CATERER CREDENTIALS

Each CATERER providing services at the CENTER must possess and show evidence of the following credentials, which must be maintained for the duration of this agreement:

1. A valid Grade A Health Department rating, as issued by the controlling government authority, for all food processing areas used by the CATERER. The CATERER is responsible for advising the CENTER Events Coordinator should any health inspection of any food processing areas being used by the CATERER for the preparation of food to be served at the CENTER reflect a sanitary rating below Grade A at any time.
2. A minimum of \$300,000 liability insurance for bodily injury, and \$100,000 property damage in force for protection of user groups. To this effect, the insurance carrier shall provide the CENTER Events Coordinator with a copy of the Certificate of Insurance.
3. Applicable permits allowing the serving of alcohol.

CENTER RESPONSIBILITIES

1. The CENTER will provide tables and chairs, if available, to the user. The CATERER or user group is responsible for set-up of tables and chairs. Tables and chairs must be cleaned, broken down and returned to their proper place of storage at the end of the event.
2. The CENTER will provide catering support areas with refrigeration unit, warming closets; ice maker; work tables; sink, mop bucket, mop, and broom; garbage cans; recycling containers,

and a large outside refuse container. The CENTER will be responsible for maintaining all items listed above in proper working order.

3. The CENTER will furnish trashcan liners for catered functions.

CATERER RESPONSIBILITIES

1. The CATERER will arrive at the CENTER on any day when providing food service in sufficient time to adequately prepare for the scheduled meal or other related function. If arrival time is more than 2 hours prior to event, the CATERER must receive prior approval from CENTER Events Coordinator. The host unit will coordinate this.
2. All food handlers employed by the CATERER will be attired in neat, clean smocks, jackets or uniforms.
3. The CATERER must furnish all support items to accomplish the catered functions, including: napkins, serving and cooking utensils, cookware, dinnerware, glassware, condiments, stirrers, etc.
4. The CATERER will leave all areas and equipment in the same state of cleanliness as they were before the catered function began, including:
 - a. Washing work surfaces with soap and sanitizing after washing.
 - b. Removal of all food and paper products from floors in areas used, including service areas, elevators and loading/unloading area.
 - c. Removal of all trash to the dumpster on Pharmacy Lane.
 - d. Washing/sweeping all floors, including Catering Kitchen, and other areas used.
 - e. Cleaning all carts used during function.
5. The CATERER will use proper containers for disposal of trash.
6. The CATERER will maintain outdoor cooking area in its original state of cleanliness by preventing grease and other spills and by removing all food particles at completion of event.
7. The CATERER will remove all liquids spilled on carpeted areas and will report to CENTER staff immediately. CENTER personnel will handle stain removal.
8. The CATERER will handle food removal and cleanup as expeditiously as possible and remove all personnel, equipment, and supplies from the CENTER within one and one-half hours upon adjournment of the function or as agreed upon in advance with host unit.
9. The CATERER will not use a deep fryer on site (inside or outside) for cooking.
10. The CATERER will not cook in the kitchen except with the oven provided by the CENTER. All other appliances/equipment, including hotplates, grills and griddles are not permitted inside the CENTER.
11. The CATERER will report any equipment damage or equipment failure to CENTER personnel immediately. The CATERER will be financially responsible for damages to CENTER equipment caused by CATERER'S representatives.
12. The CATERER must comply with applicable State and Federal regulations.
13. The CATERER must be an Equal Opportunity Employer.

14. The CATERER will release, indemnify, and hold harmless the University of North Carolina, its trustees, officers, employees, and agents from all costs, awards, and judgments caused by or arising out of the CATERER'S use of the CENTER.

RENTALS / DELIVERIES

At the end of each event, the CATERER must remove all equipment and materials that do not belong to the CENTER. Rentals must be removed immediately after the event or picked up before the use of the room the following day (with permission from the Events Manager). The GEC Events Manager must be informed of the day and time rentals will be delivered and picked up.

PARKING

You must discuss with the Events Manager your needs for unloading/loading and company van/truck parking. The GEC parking deck (on Pharmacy Lane) is available Monday through Friday until 5pm for permit holders only. General parking is available at no charge in the GEC parking deck on weekends and after 5pm on weekdays on a first-come basis unless otherwise reserved. Parking will not be available during UNC-Chapel Hill football games. Daily vendor permits can be purchased through the UNC-Chapel Hill Department of Public Safety for \$5 by calling (919) 962-3951. For more information, visit www.dps.unc.edu/dps/.

ALCOHOL POLICY

The CATERER must read the CENTER'S policy on the serving of alcohol and show acknowledgement and agreement of the policy by checking and initialing the statement below.

EVALUATION

The CENTER will perform an evaluation of the CATERER'S performance thirty (30) days prior to the end of the time period of this agreement for the next twelve (12) months. Evaluation of the CATERER may be made at other times as deemed appropriate by the CENTER.

DURATION AND TERMINATION OF AGREEMENT

1. The time period of this agreement is one year.
2. The Memorandum of Agreement may be terminated by either party at any time by giving sixty (60) days' notice in writing; however, failure by the CATERER to comply with any of the terms of this agreement will constitute grounds for immediate termination of the agreement by the CENTER.

In compliance with the foregoing Memorandum of Agreement, the undersigned agrees with all conditions and terms set forth for the period of the Agreement.

CATERING
COMPANY

NAME & TITLE

ADDRESS

WEBSITE

TELEPHONE

EMAIL ADDRESS

SIGNATURE

DATE

I have read and understand the Global Education Center's Policy on the Use of Alcoholic Beverages. _____ (initial)

Please sign this one page (with initial of Policy on the Use of Alcoholic Beverages) and return it to the FedEx Global Education Center, along with your most recent health department grade, a copy of your current insurance policy showing limits of liability, and applicable permits allowing the serving of alcohol, to:

Ingrid Smith, Events Coordinator
FedEx Global Education Center
Campus Box 5145
Chapel Hill, NC 27599-3268
(919) 843.4814 fax
ingrid.smith@unc.edu