

CATERER AGREEMENT

FedEx Global Education Center

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 hosting units holding events at the Center.

GENERAL

The Center provides meeting facilities for those programs eligible to use the Center in accordance with the use policy. This Agreement addresses the responsibilities of the Center and the Caterer.

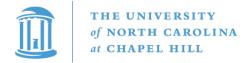
Caterer Required Credentials

Caterers providing services at the Center must show evidence of the following credentials and must maintain these credentials for the duration of this Agreement.

- 1. A valid Grade A Health Department rating as issued by the controlling government authority.
- Commercial general liability insurance of \$1,000,000 occurrence limit and \$2,000,000 aggregate limit and include liquor liability if applicable. The caterer will provide the Center with a copy of the Certificate of Insurance with the University of North Carolina at Chapel Hill listed as an additional insured. [The University of North Carolina at Chapel Hill, 1120 Estes Drive, Campus Box 1650, Chapel Hill, NC 27599-1650]
- 3. Applicable permits allowing the serving of alcohol.

Center Responsibilities

- 1. The hosting unit is responsible for set up of tables and chairs, including cleaning, and returning to their proper place of storage at the end of the event.
- The Center will provide a catering prep kitchen with refrigeration unit, warming closets, ice maker, work tables, sink, mop, bucket, broom, garbage cans, recycling containers and a large outside trash container.



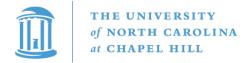
Caterer Responsibilities

The Caterer will

- 1. Coordinate arrival time with the hosting unit
- 2. Cook only with the oven provided in the kitchen by the Center. Deep fryers, hot plates, grills, griddles are not permitted inside or outside the Center
- 3. Report any equipment damage or failure to Center personnel immediately
- 4. Leave <u>all areas</u> and equipment in a clean state including washing work surfaces, removing all food and paper products in areas used, removing all trash to the dumpster, sweeping/washing all floors including Catering Prep Kitchen, and cleaning all carts used during event
- 5. Remove all liquids spilled on carpet areas and will report to Center staff to handle stain removal
- 6. Handle food removal and clean up as expeditiously as possible
- 7. Will be financial responsible for damages to Center equipment caused by Caterer's employees
- 8. Comply with applicable State and Federal regulations
- 9. Release, indemnity, and hold harmless the University of North Carolina, it's trustees, officers, employees, and agents from all costs, awards, and judgment caused by or arising out of the Caterer's use of the Center

This Agreement may be terminated by either part at any time giving sixty (60) days notice. Failure by Caterer to comply with any of the terms of this Agreement will constitute grounds for immediate termination of the Agreement by the Center. The time period for this Agreement is one year from the date of signing.

Catering Company:
Name and title:
Telephone:
Email:
Signature:
Date:
I have read and understand the Alcohol Policy for UNC Chapel Hill.

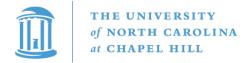


The University of North Carolina at Chapel Hill Alcohol Policy

Alcohol Policy Statement

Consistent with established University policies; local, state, and federal law; and applicable policies of the Board of Trustees and Board of Governors governing the consumption, possession, use and/or sale of Alcoholic Beverages:

- A. No Person younger than 21 years of age may purchase, possess, or consume Alcoholic Beverages.
- B. No Person 21 years of age or older may possess Open Containers of Alcoholic Beverages or consume Alcoholic Beverages on University Premises except in designated areas.
- C. No Person, Student Organization, or University Administrative Unit may provide Alcoholic Beverages to a Person who is younger than 21 years of age.
- D. No Person of any age, Student Organization, or University Administrative Unit may possess, consume, provide, distribute, sell, and/or manufacture Alcoholic Beverages in violation of any local, state, or federal law.
- E. No Person younger than 21 years of age may possess or use false identification (ID) for the purchase or procurement of Alcoholic Beverages, or to access an establishment that serves Alcoholic Beverages. This provision includes, but is not limited to, the following:
 - 1. possession or use of an altered ID,
 - 2. possession or use of a forged ID,
 - 3. possession or use of an ID belonging to another Person,
 - 4. possession or use of any form of identification which misrepresents the bearer's true identity or date of birth.
- F. No Person of any age may engage in behavior as a result of consumption or use of alcohol that is disorderly, disruptive, or jeopardizes the health or safety of self or others.
- G. No Person, Student Organization, or University Administrative Unit may assist, aid, or otherwise facilitate another in committing a violation of this Policy or a violation of any local, state, or federal law regulating the use of Alcoholic Beverages.
- H. No Person, Student Organization, or University Administrative Unit may use federal or stateappropriated funds to purchase Alcoholic Beverages.
- I. No Person, Student Organization, or University Administrative Unit may manufacture and/or sell Alcoholic Beverages except as expressly authorized pursuant to this Policy and/or state statute.



- J. No Person, Student Organization, or Administrative Unit may use or possess a Common Source Container with Alcoholic Beverages:
 - 1. on University Premises, except as otherwise provided in the Guidelines for Serving Alcohol at University-Sponsored Events or on University Premises.
 - 2. at off-campus events where these containers are in any way furnished, controlled, sponsored, or otherwise provided by Student Organizations or University Administrative Units.
 - Common Source Containers may be used by a professional vendor or caterer to serve Alcoholic Beverages on University Premises that are designated or approved under the Guidelines for Serving Alcohol at University-Sponsored Events or on University Premises, provided that the Common Source Container remains under the exclusive control of the vendor or caterer at all times (i.e. no self-service).
- K. In addition to complying with federal, state and local laws and the provisions outlined above, Student Organizations and University Administrative Units must also adhere to the following:
 - 1. No Alcoholic Beverages, for use on- or off-campus, may be purchased with state-appropriated or federal funds, Student activity fees, University-collected fees, funds deposited or administered through Carolina Union Student Organizations (CUSO), or with any other Student Organization funds or dues. Additionally, no Alcoholic Beverages may be purchased for a Student Organization or its members or guests in the name of or on behalf of the Student Organization (e.g., no passing the hat).
 - No Student Organization or University Administrative Unit may hold an event on- or offcampus where the organization or unit profits from the direct sale of Alcoholic Beverages, including collection of a cover charge that defrays the costs of Alcoholic Beverages (e.g., donate to the cause and drinks are half off).
- L. No Alcoholic Beverages may be advertised or merchandised on campus except when done so in accordance with all applicable University policies.
- M. Failing to comply with any disciplinary sanctions or required interventions imposed pursuant to this Policy may also be considered a violation of this Policy.