

**AGREEMENT FOR CATERING SERVICES
BETWEEN
THE UNIVERSITY OF WYOMING
AND**

1. Parties. This Agreement is made and entered into by and between the University of Wyoming (hereinafter “University”) and _____, (hereinafter “Caterer”), whose address is _____, phone number _____, email address _____.

2. Purpose. The University, in the exercise of its lawful duties, has determined that the services of Caterer are necessary to the performance of its duties as the State of Wyoming’s educational institution. The University has concluded that either its personnel are not available to perform said function, or it would not be feasible to utilize its personnel to perform said function.

3. Term. This Agreement shall commence upon July 1, 2023, and shall remain in full force and effect until June 30, 2025.

4. Termination.

- A. The University can terminate this Agreement without cause, upon ten (10) days prior written notice.
- B. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by the University, except in the case of a material breach by Caterer, the University shall pay all costs accrued by the Caterer as of the date of termination.

5. Payment. The University of Wyoming agrees to pay the amount for each event as agreed upon between the Caterer and the University. Payment shall be made after the services have been completed.

6. Services. Caterer will perform services for the applicable University campus department/s, University owned facility, and/or the Wyoming Union. Some services by Caterer may be performed on non-University property for University sponsored events.

- A. The Caterer shall not sell or furnish intoxicating liquors upon the University premises without prior approval of the Vice President for Administration or his/her designee. The full University policy on requesting permission for the service of alcohol on UW property is available at this link: <http://www.uwyo.edu/administration/uw-policies/alcohol-on-campus.html>.

- B.** When a Caterer applies for a malt beverage or catering permit for special events, the Caterer or persons in control of the intoxicating liquor and all persons in charge of selling, serving or managing the sale of the intoxicating liquor at the special event shall complete a server training class (TiPs) prior to the issuance of the malt beverage or catering permit for special events. Copies of the certificates for all servers must be maintained by the Caterer and are subject to inspection/request by UW. Caterers are not approved to serve and/or sell intoxicating liquors on campus until the Vice President for Administration or his/her designee has received a copy of the city permit authorizing them to serve and/or sell in a campus location.
- C.** Caterer shall adhere to the University’s exclusive contract for Pepsi products provided by Wyoming Beverage Inc. (WBI) to supply only products that are exclusive to the contract with WBI. The items that are included in the WBI contract are carbonated or non-carbonated or naturally or artificially flavored drinks, whether served at ambient, cold or frozen temperatures, including all types of bottled water, juice or juice drinks, and isotonic/sports. “Bottled water” means pre-packages, single-serve waters, including still, effervescent, unflavored and flavored, and vitamin additive or otherwise fortified varieties. Beverages excludes milk, flavored milk, fruit and/or yogurt based smoothies, hot or cold coffee or tea freshly brewed on the premise, tap water or fruit or vegetable juices either squeezed fresh on the premises or made from concentrates. Pursuant to the WBI contract, Caterers shall purchase, from WBI, beverage drinks for use on campus.
- D.** Caterer shall supply a copy of its Restaurant License or Food Permit issued by the overseeing city or state agency. A copy of this license or permit shall be included with this signed Agreement.
- E.** If applicable, Caterer shall obtain a vendor-parking permit to park on the main University campus in Laramie. Information can be obtained from Transit & Parking Services, 307-766-9800, Wyoming Hall Room 340, Laramie, Wyoming.

FOR USE OF WYOMING UNION ONLY:

- F.** In advance of the date of service, the Caterer will contact the Wyoming Union Events Office to confirm the number of tables needed for food services and to discuss the anticipated times of food delivery.
- G.** The Caterer must provide signage at each catered event indicating the name of the catering company. This sign must be 8.5 x 11 inches or smaller and must be displayed at all times during the catered event (limit of three signs per event).

Catering Access: Catering access allows the approved Caterer to provide food services for an event hosted within the Wyoming Union. Catering access fees will be applied on a per space, per day basis.

Staging Space: Staging space is a cleared area required to prepare foods for a catered event (i.e., tables in place for plating food, “back of the house” access, buffet tables set up in a conference room, etc.). Staging space fees will be applied on a per day basis.

Food Warmer Use: Equipment use fees will be applied if the off-campus Caterer uses any Wyoming Union food warmers. Equipment fees will be applied on a per day basis. If any excessive messes are left that require cleaning, a cleaning fee will be applied. Fees are as follows:

Use of food warmers	\$25
Excessive cleaning, per person, per hour, plus materials	\$35

Kitchen use is not available in the Wyoming Union to caterers.

The University reserves the right to review and adjust fees as necessary.

7. General Provisions

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University’s operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

- D. Availability of Funds.** Payment by the University is conditioned upon the availability of government funds which are appropriated or allocated for the payment

of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate this Agreement to acquire similar services from another party.

- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- G. Indemnification.** Caterer agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.
- H. Independent Caterer.** Caterer is acting as an independent contractor. This Agreement does not commit the University to the traditional role of employer. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Caterer.
- I. Insurance.** Caterer shall carry liability insurance including coverage for property damage, bodily injury (including death), and products/completed and ongoing operations with minimum limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate. If Caterer will provide, serve, or be responsible for intoxicating liquor in performance of the Agreement, Caterer must carry liquor liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Liquor liability insurance, if required, may be provided as a stand-alone policy or may be included in the general liability policy. If Caterer will use automobiles in performance of the Agreement, Caterer must carry automobile liability insurance covering all autos, including owned, non-owned and hired autos, with minimum limits of \$ \$1,000,000 combined single limit. Caterer must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Wyoming. Policies other than workers' compensation and employer's liability must name the University, its trustees, officers, and employees as additional insureds. Prior to commencement of the Agreement, the University shall be provided with certificates of insurance and original endorsements evidencing required coverage. The certificates and endorsements for each insurance policy shall be signed by a person

authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the University before the contract commences. The University reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, the University of Wyoming must be provided a certificate of insurance indicating renewal or an acceptable replacement of the expiring policy prior the expiration.

J. Interpretation. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

K. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:

Robert Skylar Thimens
Senior Director, Strategic Sourcing & Procurement
Dept. 3605, 1000 E University Ave
Laramie, WY 82071

To Contractor:

Telephone #:

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

L. Prior Approval. This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.

- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- N. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- O. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- P. Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.
- Q. Documentation.** It is the responsibility of the Caterer to keep all certificates required under this Agreement up to date with the University. Please send copies of the updated certificates, along with vendor name, to Robert Skylar Thimens, Director, Strategic Sourcing & Procurement, Department 3605, 1000 E. University Avenue, Laramie, Wyoming 82071.
- R. COVID-19.** The University has put in place reasonable physical safeguards relative to the COVID-19 virus. However, an inherent risk of exposure to COVID-19 exists in any public place where people are present. While on University property, you agree to follow all posted rules and verbal instructions from staff members, and you voluntarily assume all risks related to exposure to COVID-19.

8. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

APPROVED BY:

University of Wyoming

Caterer

Signature

Date

Robert Skylar Thimens

Printed Name

Senior Director, Strategic Sourcing & Procurement

Title

Signature

Date

Printed Name

Title