



## CITY OF MARTIN CATERING PARTNER AGREEMENT

**EFFECTIVE DATE: August 1, 2021**

**EXPIRES: August 1, 2022**

BETWEEN the City of Martin/ City of Martin Public Library (“CENTER”) and  
\_\_\_\_\_ (“CATERER”)

*WHEREAS, it has been determined by the CENTER that high standards for food and service must be established and maintained in the CENTER, and WHEREAS, to insure the satisfactory performance of those standards, it has been further determined that only those CATERERS who enter into this Agreement shall be allowed to cater food for events in the CENTER; NOW, THEREFORE, the City of Martin do hereby approve and authorize said CATERER to cater food for events in the Martin Public Library subject to the following rights and conditions:*

### SERVICE CHARGE

- CATERER agrees to a 10% service charge on all client catering orders.  
CATERER may list this 10% service charge on all client order forms as a *venue service fee* or *catering venue fee*.
- The CATERER must provide the CENTER with proof of clients invoice/ detailed catering invoice and provide the CENTER the 10% payment no later than 30 days post event date.

- Payments to the CENTER should be made by check or cash. Checks should be made out to **City of Martin**.

- CATERER service charge payments should be mailed or delivered to

**City of Martin  
Attn. Martin Event Center  
109 University St.  
Martin, TN 38237**

- Failure to provide the **City of Martin** the invoice/ detailed catering invoice and 10% payment within 60 days will result in the CATERER being removed from the preferred catering list provided by the CENTER.
- If the CATERER is hired by the City of Martin or any City Entity the 10% service charge will not be applied or added to orders.

#### HIRING & PAYMENT

CATERER may be hired by the CENTER or the facility's client.

The City of Martin/ City of Martin Public Library shall maintain a list of caterers who have entered into this Agreement and shall provide this 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. The CENTER reserves the right to promote and provide its own food and beverage services as part of its sales package.

- The CATERER shall comply with all standards, ordinances, laws, and regulations, which may regulate such service under this Agreement and shall secure all permits or licenses that may be required. The CATERER shall comply with all applicable laws and regulations concerning employment and non-discrimination. The CATERER, its agents and employees, being a support group for the CENTER's operations, shall practice good public relations while working at the CENTER.

- Payment will be by agreement between CATERER and client. CENTER will have no responsibility for payment to the selected caterer from the client and will not mediate any disputes between CATERER and the client.
- CATERER will be considered a contractor of the client and must comply with all contractual agreements between the CENTER and client. It is the responsibility of the client to relay that information to the CATERER.

Whether hiring by CENTER or client, the CATERER shall be responsible for the conduct of its agents and employees during its service under this Agreement.

Further, whether hiring by CENTER or client, the CATERER, its agents or employees are expressly prohibited from consuming alcohol on the premises of the CENTER while providing catering services. The CENTER is a tobacco free facility and smoking is prohibited on all grounds.

#### REQUIRED DOCUMENTS

As a vendor of City of Martin/ City of Martin Public Library Event Center, CATERER will be required to maintain, at all times, valid:

1. Food Establishment Permit issued by the Health Department
2. Health Department Inspection Form
3. Policy or policies of insurance evidencing the insurance coverage required by City of Martin. Attached Below.
4. *If applicable*: TABC license and liquor liability policy naming City of Martin as additional insured.

On the execution hereof, the Caterer shall provide to CENTER copies of current Food Establishment Permit, Health Department Inspection, TABC license, and Certificates of Insurance evidencing coverage required by City of Martin. Insurance naming the CATERER and City of Martin as additional insureds and providing for at least 30 days advance notice prior to cancellation or amendment. Thereafter, it is the Caterer's responsibility to send to City of Martin/ City of Martin Public Library new copies of such

permits and licenses as they are renewed, but not less often than annually.

## FACILITY & EQUIPMENT

The CENTER has a staging kitchen/demo kitchen permitted by the Weakley County Health Department. The kitchen is adjacent to the main event space.

The catering kitchen is equipped with one 12ft by 4ft prep counter, a commercial refrigerator, a standard single oven with 4 eye range, a commercial ice maker, a commercial warming oven, a three compartment sink, a hand washing sink, a kitchen style sink, and a dishwasher.

The CATERER is not permitted, at this time, to use the kitchen utensils, pots, pans, cookware, or other kitchen equipment. The CATERER must bring in all kitchen equipment they need for serving and prepping.

It shall be the responsibility of the CATERER to clean the kitchen, including but not limited to scrubbing all counter tops, sink areas, and equipment used in the course of service. The CENTER will provide basic cleaning supplies.

The CATERER shall also remove and place in the CENTER's dumpsters all trash and food scraps generated by the event that was catered.

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

Kitchen use and function are subject to change based on need and equipment.

## SERVICE

When working at the CENTER, the following are service expectations:

- CENTER will provide buffet tables.
- The CENTER will set up tables and chairs as needed and pre assessed by client. Additional CATERER need will be addressed and discussed 2 weeks prior to event date.

The CENTER shall have the right at all times to inspect the food and food products provided in the CENTER and to reject any such products which are determined that do not comply with the terms of this Agreement. The CENTER 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 CENTER or the CATERER.

No signs, posters, lithographs, cards, banners, plaques, displays, or other similar materials used for advertising purposes shall be installed, posted, located, or maintained by the CATERER upon the premises, nor shall there be any solicitation on the premises without the written approval of the CENTER.

SIGNED:

Representative Signature	Date
Caterer	

**Caterer Mailing Address**

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**Caterer Business Address**

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**Main Contact**

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**Business Phone**

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**Cell Phone**

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**Additional Contact Notes:**

# Services Offered by CATERER

Catering Service	YES	NO
Breakfast		
Lunch		
Dinner		
Desserts		
Snacks / Hors d'oeuvres		
Coffee / Beverage Station		
Vegetarian		
Vegan		
Kosher		
Gluten Free		
Food / Drink / Clean Up: refresh during event		
Drop off only - client cleans up		
Full Service		
China / Glass / Silverware		
Table Linens		
Wait Staff		
Bar / Alcohol Service and Bartender		

**CITY OF MARTIN**  
**OUTSIDE CONTRACTOR INSURANCE REQUIREMENTS**

TYPES	DESCRIPTION	LIMITS
General Liability	General Aggregate	\$1,000,000
	Products - Com/or Agg	\$1,000,000
Commercial General Liability	Personal & Adv. Injury	\$1,000,000
Claims Made Occur	Each Occurrence	\$1,000,000
Umbrella Form - Excess Liability State the limits that your company carries		
Worker's Compensation	<u>Statutory</u>	
and	Each accident	\$ 500,000
Employer's Liability	Disease-Policy Limit	\$ 500,000
	Disease-Each employee	\$ 500,000
Liquor Liability ( if applicable )	Common Cause	\$1,000,000
	Aggregate	\$2,000,000

*The insurance requirements, as previously listed, also apply to any sub-contractor(s) in the event that any work is sublet. The vendor is responsible to insure that the sub-contractor's meets the minimum insurance requirement limits according to law. The vendor is required to submit with the offer a certificate of insurance for the previously listed insurance requirements.*

- 1 *Should any of the described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, City of Martin*
  
- 2 *The vendor shall be required to waive all right of subrogation against the City of Martin , its officials, employees and volunteers for losses arising from work performed by the vendor.*

*Questions: Contact Camille Noe - City of Martin  
Phone: 731 588 2507 Email: [cnoe@cityofmartin.net](mailto:cnoe@cityofmartin.net)*