

THE FORUM CIVIC CENTER COMPLEX OPEN CATERING AGREEMENT

THIS AGREEMENT made and entered into between The Forum Civic Center, Floyd County Government, hereinafter called "The Forum", acting by and through its duly authorized representative, and the caterer signatory to this Agreement, acting by and through its duly authorized representative and hereinafter called "Caterer".

WITNESSETH

WHEREAS, it has been determined by The Forum that high standards for food and service must be established and maintained in The Forum.

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 Forum.

NOW, THEREFORE, The Forum does hereby approve and authorize said, caterer to cater food for events in The Forum subject to the following rights and conditions:

1. 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.
2. The Director of The Forum 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 Forum reserves the right to wait until the next regularly scheduled update to reinstate the Caterer. The Forum reserves the right to promote and provide its own food and beverage services as part of its sales package.
3. The Caterer, whether employed by a person scheduling an event in The Forum or by The Forum, shall pay to The Forum a sum equal fifteen percent (15%) of the adjusted gross sales (gross less sales tax, equipment and gratuity) from the catering of any particular event. A copy of the Caterer's invoice to the customer shall be furnished to The Forum at the end of the event. If the copy of the invoice is not left at The Forum after the event, the Caterer shall have three (3) business days in which to fax a copy of the invoice. (It is preferred a copy be made day of catering.) When caterers pay their fees a copy of the customer's invoice must be enclosed for audit purposes. If the Caterer does not remit the fifteen percent (15%) catering fee from a catered event within thirty (30) days after the event, the Caterer's name will be removed from the Catering list.
 1. The Caterer shall provide The Forum a Certificate of Insurance, The Forum Civic Center, Floyd County, Georgia to be named as additional insured on said Certificate of Insurance, showing that such Caterer has in force the following insurance:
 - A. Comprehensive General Liability Insurance:
 - 1) Bodily Injury - \$500,000.00 each occurrence;
 - 2) Property Damage - \$100,000.00 each occurrence.
 - B. Products Liability Insurance:
 - 1) Bodily Insurance - \$500,000.00 each occurrence;
 - 2) Property Damage - \$100,000.00 each occurrence.
 2. The Caterer shall also provide The Forum with Copies of current Health Permits, Liquor Licenses and it is the Caterers responsibility to send new copies of such permits and licenses as they are renewed.
4. In the event Caterer is directly employed by The Forum and fails to perform as agreed, and a substitute caterer is secured by The Forum, then in such event, the Caterer failing to perform under this Agreement shall be liable to The Forum for any additional expenses involved in securing a substitute caterer.

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OPEN CATERING AGREEMENT

5. The Forum shall be responsible for setting up and removal of tables and chairs and for the function and maintenance of kitchen equipment. It shall be the responsibility of the Caterer to clean the kitchen, kitchen equipment, including but not limited to scrubbing all counter and table tops, stove, sink area and loading docks.
6. The Caterer shall be responsible for kitchen clean up. The Kitchen floor shall be swept and mopped. Any area in The Forum that food has been served and consumed shall be swept clean. The Caterer shall also remove and place in The Forum dumpster all trash, unserved leftover food portions and food scraps generated by the event that was catered. It is recommended that any unserved portions of leftover food are not taken home by the guests for later consumption. Improper storage, handling and transportation of food by the guests may result in contamination of the product and food borne illness could result. A fee of One Hundred Fifty Dollars and no/100 (\$150.00) will be assessed the Caterer if they fail to do so. All the above mentioned tasks shall be done in a timely manner and the Caterer shall provide adequate staff to accomplish it. In the event the Caterer is performing a drop-off of food for an event of fifty (50) people or more, the Caterer will supply at least one (1) employee at The Forum to clear all tables and empty all trash and food scraps that is generated by the event. The premises shall be inspected by a representative of The Forum at the end of the Caterer's event. The Caterer shall furnish tablecloths for ALL serving and dining tables, and 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, hollowware salt and pepper shakers. The Forum will not be responsible for any equipment, supplies or food that is left at The Forum, whether rented or owned by the Caterer.
7. It is the Caterer's responsibility to notify the Director of The Forum the following information:
 - 1) Date and name of event and number of people you will be catering.
 - 2) The expected time that you need to gain entry into The Forum.
8. The Forum grants the Caterer the exclusive right to sell food at such event; however, The Forum may permit others to sell food and beverage at other events being held at the same time on the premises. Written permission must be received from The Director of The Forum for caterer's to run any food service that would be in direct competition with The Forum's own concession stands and services.
9. The Caterer shall comply with all standards, ordinances, laws and regulations that may regulate such service under this Agreement and shall secure all permits or licenses, which 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 Forum, shall practice good public relations while working at The Forum. 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 Forum while providing catering services, will consume no alcoholic beverages.
 - 1) The Caterer shall not make any improvements, additions or alterations to the premises of The Forum without the written consent of the Director of The Forum. The Caterer will be liable to The Forum for any damages caused to the kitchen equipment or any other property of The Forum which is caused by the negligence of the Caterer, its agents or employees.
 - 2) The Forum, through the Director shall have the right at all times to inspect the food and food products provided in The Forum and to reject any such products which he/she determines do not comply with the terms of this Agreement. The Director of The Forum 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 Director of The Forum or the Caterer.
10. The Caterer must properly and accurately record on a timely basis all transactions affecting results of operations for which the Caterer is responsible under this Agreement and upon proper notice shall permit any audit inspections as may be desired by The Forum.

The Forum • 2 Government Plaza, Rome, Georgia 30161
800-858-7601 • 706-291-5281 • fax: 706-233-0012

www.forumevents.org

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11. 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 Forum.

This Agreement shall supersede any and all catering agreements previously made and entered between The Forum and the Caterer. The Forum also agrees and shall honor this Agreement if the representative of the Caterer, who is duly authorized to sign this Agreement, is no longer employed or associated with the caterer. This Agreement must be signed and returned to The Forum within five (5) working days of receipt of this Agreement. If not done the Caterer will be dropped from the preferred Catering List and not reinstated until the next regularly scheduled update.

12. If the Lessee utilizes any person or company not on The Forum catering list for the provision and service of food and non-alcoholic beverages, lessee shall make payment to The Forum in the amount of Zero Dollars and Seventy-Five Cents (\$0.75) per attendee.
13. If the Lessee utilizes any person or company not on The Forum catering list for the provision and service of food and alcoholic beverages, lessee shall make payment to The Forum in the amount of One Dollar and Fifty Cents (\$1.50) per attendee.
14. The Caterer agrees to fully and completely and does hereby release, relieve, hold harmless and indemnify The Forum Civic Center Complex, Floyd County their officers, agents, servants and employees from and against any and all liability for personal injury, property damage or damage of any kind or nature sustained by any person, firm, corporation or other legal entity, that may occur as a result of Caterer's occupation and use of The Forum. Said indemnify shall include the obligation to defend any and all suits, claims, and actions arising out of, or connected in any way with the use of The Forum.

**THE FORUM CIVIC CENTER COMPLEX
PO Box 946
Rome GA 30161**

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Executed this _____ day of _____, 20_____.

Expiring on 31st day of December, 2007.

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| _____ | FORUM CIVIC CENTER COMPLEX |
| BUSINESS/INDIVIDUAL | |
| _____ | _____ |
| SIGNATURE | DIRECTOR |
| _____ | Brent O. Poplin |
| PRINTED NAME | PRINTED NAME |
| _____ | Director |
| TITLE | TITLE |
| _____ | 2 Government Plaza |
| ADDRESS | ADDRESS |
| _____ | Rome Georgia 30162 |
| CITY • STATE • ZIP | CITY • STATE • ZIP |
| _____ | 706-291-5281 |
| TELEPHONE | TELEPHONE |
| _____ | 706-233-0012 |
| FAX | FAX |
| _____ | poplinb@floydcountyga.org |
| E-MAIL | E-MAIL |