

License for Catered Food and Beverage Events

This license is granted at Chester Springs, PA this ___ day of _____, by Township of West Pikeland ("WPT") to _____ ("CATERER"), herein represented by _____.

WITNESSETH, THAT the Parties hereto agree as follows:

1. WPT agrees that subject to compliance of CATERER with conditions established herein, CATERER is hereby Licensed to provide catered food and beverage services within WPT facilities and premises subject to such further conditions as may be established in writing for each catered event under this license.
 2. CATERER agrees as follows:
 - a. To indemnify, defend, and hold WPT, its Board of Supervisors, officers, officials, employees and volunteers harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this License and any event it may cater.
 - b. To maintain, at its sole expense, at all times during any agreement hereunder and during each event it may cater, insurance with Pennsylvania authorized insurers as follows:
 1. Workmen's Compensation - Statutory limits for employees and certificates attesting to the policies of any and all sub-contractors. Each Individual and sub-contract organization shall be listed in Appendix A.
 2. Comprehensive General Liability, including Product and Personal Injury Liability coverage- \$1,000,000.
 3. Automobile Liability- Including Bodily Injury and Property Damage- \$1,000,000.
 4. Liquor Liability - \$1,000,000 (applies only to caterers engaging in the sale or distribution of alcoholic beverages within WPT facilities and premises who comply with the requirements set forth in 2.e below.)
 5. Township of West Pikeland Board of Supervisors, its officers, officials, employees and volunteers are to be named as additional insured on Comprehensive General Liability and Auto Liability. CATERER shall provide certificate(s) of insurance to WPT Township Manger which is not subject to cancellation without 30 days written notice to WPT.
- By requiring the above minimum insurance, WPT shall not be deemed or construed to have assessed the risk that may be applicable to CATERER. CATERER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.
- c. CATERER provides the following as attachments hereto.
 1. W-9
 2. Copy of current business license
 3. Last food safety inspection report
 - d. To comply with all federal, state, county and local requirements governing the furnishings of food and beverage catering services and the operation of its food and beverage catering business.
 - e. That if CATERER should engage in the sale or distribution of any alcoholic beverage within WPT facilities and premises that it shall perform all such activities in compliance with applicable local, state, and federal

laws and such WPT policies as are now applicable or which may be established during the term of this agreement or any extension hereof. Further, CATERER specifically acknowledges and agrees 1) to obtain and maintain during the term of this License all required governmental Licenses and Licenses for the sale and serving of alcoholic beverages, 2) to comply with Responsible Alcohol Management Program (RAMP) state law requirement; 3) that its employees catering an event may not be members or affiliates of the organization/department sponsoring the event and, 4) that no municipal funds may be used for the purchase of alcoholic beverages.

- f. That this License and any rights herein granted are personal to CATERER and shall not be assigned, sub-Licensed or encumbered without WPT prior written consent.
- g. That the purpose of this License is to establish conditions under which CATERER may enter into agreements to provide food and beverage catering for events within WPT facilities and premises and does not create, directly or indirectly, any obligation on the part of WPT to hire or pay CATERER for any food and beverage catering it may conduct within WPT facilities and premises or any costs CATERER may incur therefore.
- h. The CATERER agrees to be bound by the General Rules and Regulations defined in the Facilities License Agreement.
- i. The CATERER agrees to be a Township vendor in good standing. All catering event payments are processed through the WPT Accounting Services. The Township supports and encourages Small, Women-owned, Minority Owned and Veteran-Owned Businesses vendors.

3. WPT and CATERER both agree:

- a. WPT reserves the right, during normal business hours and at its own expense, for an independent auditor of its choosing or its duly designated representative to examine CATERER records in such detail as is necessary to determine compliance with the terms and conditions of the License.
- b. Nothing in this License shall be construed to place the parties in the relationship of partners or joint ventures or agents, and CATERER shall have no power to obligate or bind WPT in any manner whatsoever. CATERER agrees that it shall neither state nor imply, either directly or indirectly, that the CATERER, or its activities, other than pursuant to exercise of this License, are supported, endorsed or sponsored by WPT and, upon the direction of WPT shall issue express written disclaimers to that effect. CATERER shall not use WPT's name without the express written permission of WPT. This License shall not constitute nor be taken to constitute approval for the use of any WPT trademark, logographic or other indicia without specific written approval of the Township Manager.
- c. That the term of this License shall begin on the date first written above and it shall end upon mutual consent. WPT reserves the right, in its sole discretion, without any liability arising from or related to such termination, to terminate this License in the event that there is a breach of terms by the CATERER. Without prejudice to this or any other right, the parties shall have the right to terminate this License upon 30 days written notice by certified mail at any time at either party's sole discretion.
- d. This License constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between WPT and CATERER. There are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. None of the provisions of this License may be waived or modified except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this License or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term or be deemed a waiver of any subsequent breach. This License shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives on the date first written above.

License Granted by:

WPT: Township of West Pikeland

By: _____

(Authorized Signature)

Name: _____

Title: _____

Accepted and Agreed:

CATERER: _____

By: _____

(Authorized Signature)

Name: _____

Title: _____

ATTACHMENT A
General Information

1. Has the caterer been cited by the Health Department in the past year? If so please explain.
2. Has the caterer received any non-critical violations during health inspections during the past year? If yes, please explain.
3. Caterers must submit the following to the West Pikeland office no less than thirty (30) days prior to the event:
 - Health Department License issued from the township, county or state in which your commissary resides.
 - \$500.00 security deposit, which will be returned, less any charges for damages or incurred costs, within 30 days after the event. Security Deposits for shall be held by the Township and funds applied as permitted herein with the licensee replenishing said deposit to the defined amount within 2 business days.
 - \$100.00 usage fee for supervision of: set up/take down of tables/chairs, and other, service kitchen use, and event cleanup.
 - At least 2 referrals must accompany this agreement if you are new to West Pikeland.
 - Set up and take down of catered event, which includes tables and chairs is the responsibility of the caterer.
4. Caterer must schedule an on premise meeting with the West Pikeland Township Manager's staff at least 2 weeks prior to the event.
5. The kitchen at West Pikeland is a service kitchen only! You are required to incorporate an outdoor "tented" cook area if your catering services exceed the limitations of WPT's service kitchen. The West Pikeland Township Manager will determine as to where the outdoor cook area should be located. Basic 110 volt electricity will be supplied. Failure to adhere to "service kitchen only" will be considered a violation of this contract and you will be subject to a deduction in your security deposit and will not be permitted to return for any future events.
6. Events must end no later than 11p.m. One (1) hour take down and cleanup is allowed immediately following the event ending time.
7. Smoking is not permitted on or in any township property.
8. Pets and/or animals are not permitted inside West Pikeland Facilities.
9. Delivery and pickup of all rental equipment must be scheduled with the West Pikeland Township Manager. All Rental companies must be approved by West Pikeland Township.
 - Set up and take down of all event tables and chairs must be done under the supervision of the West Pikeland Township Manager. For each event please forward two signed floor plans (including a rain plan) at least three (3) days prior to event. These can be faxed to 610-228-

3477 or emailed to office@westpikeland.com.

- Off-site parking of catering vans/trucks will be coordinated with the West Pikeland Township Manager. Parking is not permitted on the grass, patio, or driveway encircling West Pikeland.

10. It is the responsibility of the caterer at the end of the event to do the following:

- Sweep all floors, terraces, and loading area.
- Wipe down all counters, sinks and appliances. Clean out refrigerator. (Cleaning supplies will be provided.) Dispose of used cleaning cloths, sponges, etc.
- Bag all garbage and debris and place in dumpsters. Recycling items are to be placed in recycling bins. Bring empty trashcans inside. Outside trashcans must be emptied.
- Remove all bar trash, including boxes and event items from storage rooms. Bar glasses and ice must be emptied into sinks through strainers.
- Kitchen and pantry floors are to be wet mopped. Empty and rinse bucket.
- At the completion of the clean-up, the West Pikeland Township Manager will determine if the building is left in proper condition. Failure to do so will result in charges based upon the time necessary to return West Pikeland to its proper condition.

Item	Yes	No	Initials
Caterers, have you read West Pikeland Rules and Regulations?			
Caterers, do you need to utilize an outdoor cooking area?			
Caterers, will you adhere to parking conditions?			

