



Huntsville Museum of Art

300 Church Street South, Huntsville, AL 35801

Caterer Agreement

Scope of Services

The Huntsville Museum of Art (HMA) requires the use of a preferred caterer for all food service with the exception of light snacks such as cookies, donuts, or bagels. Catered events will consist of food and non-alcoholic beverages only as **all alcohol beverage services will be provided through HMA.**

Performance Standards

- Caterer will remember that HMA is a cultural facility.
- HMA is open to the general public during posted hours.
- Caterer will handle customers in a courteous and responsive manner.
- Communications between the caterer and the customer will be timely and professional.
- Caterer's employees will be held to high standards of appearance and cleanliness.
- Caterer will coordinate directly with customer regarding menus, event times, and serving times.
- Smoking is not permitted inside the building, nor 20 feet from the entrances, nor on the loading dock.
- Deliveries must come through the loading dock and sign in with security staff.
- Gas grills are allowed for outdoor use only.
- Sterno heating devices are permitted with approval from the Director of Facility Rental.
- Caterer will submit to the HMA sample menus and pricing for the purpose of fielding inquiries from potential customers.
- Loss or cost recovery due to event cancellation is between the customer and the Caterer.
- HMA reserves the right to cancel this agreement in the event that it deems the Caterer's conduct to be detrimental to the best interest and purposes of the Museum.

Catering List Fee

Caterer shall pay a \$300 non-refundable fee upon completion of this agreement to be included on the approved caterers list. If all of the terms and conditions of this agreement are not met, Caterers will be removed from the approved list supplied to clients.

Use of Facilities

Catering Equipment Supplies: Caterer agrees to provide equipment and personnel necessary to prepare and serve food. Caterer will be responsible for the set-up, operation, clean-up, and maintenance of the equipment used to prepare and serve the food. Caterer shall be responsible for all costs associated with providing uniformed personnel. No caterer-owned equipment can be stored at the Museum.

Appliances Provided: Icemaker, refrigerator/freezer, prep tables, microwave, warming ovens, and triple sinks.



Huntsville Museum of Art

300 Church Street South, Huntsville, AL 35801

Catering Area Equipment Maintenance: The Museum shall be responsible for maintenance of Museum owned equipment. Preferred caterers shall notify Museum staff immediately upon finding damage or repair needs in the catering areas.

Set-Up and Clean-Up

Caterer will be responsible for cleaning all areas within the scope of their services, the complete cleaning of the catering areas to Health Department standards, and the removal of all event related trash to the outside dumpsters. All rental dishes and serving items must be removed from the kitchen and put in the holding area near the loading dock. The hallways off the Guild Kitchen and Loretta Spencer Hall must be cleaned.

Tables and Chairs: Caterers will have access to service tables. Any specific catering set-up must be submitted to the Museum two weeks prior to event.

Caterer/Museum property: Any items unintentionally left/taken by caterer must be returned/picked up by caterer within two business days.

A checklist will be provided/checked prior to and after all events by the caterer and Museum staff to note any previous damage and damage that occurred while in caterers services. **Cleanup must be completed by midnight. Failure to meet HMA standards will result in a \$300 cleaning fee.**

Licenses and Permits

HMA approved caterers must be fully licensed and in compliance with all applicable Huntsville, Madison County, State of Alabama, and the U.S. Government code requirements and regulations. Appropriate license must be filed with our Facility Rental Department as part of agreement. Please include, with completed and signed Caterer Agreement, a copy of your license and of your rating and certificate from the Huntsville/Madison County Health Department.

Insurance

The Caterer shall maintain for the duration of their service the following insurance:

Worker's Compensation Insurance: The Caterer shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees as required by the State of Alabama.

Comprehensive General Liability Insurance: Proof of General Liability insurance that is primary and noncontributory with a minimum of \$1,000,000 is required with HMA listed as an Additional Insured. Insurance must have a waiver of subrogation and notice of cancellation included in the policy.

The Caterer shall provide a Certificate of Insurance as evidence that the insurance requirements of this section have been met. **This certificate shall be delivered to HMA as part of the execution of this agreement and within 30 days of each policy's future renewal date.**



Huntsville Museum of Art

300 Church Street South, Huntsville, AL 35801

Hold Harmless and Indemnification

The Caterer agrees to take all reasonable precautions for the safety of employees and other parties present for the scheduled event. The Caterer, to the fullest extent permitted by law, shall hold harmless and indemnify the HMA, its board members, officers, employees, agents, and volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney’s fees, and fees arising out of or resulting from catered events at the HMA. This is to include associated parking facilities, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by an intentional or negligent act or omission of the Renter, Caterer, Florists, Photographer, guests, or others invited on HMA premises. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Liability

The Caterer agrees that if the HMA premises or exhibitions are damaged during event they will pay HMA upon demand the amount necessary to restore premises or exhibitions to their original condition. Any costs incurred by HMA in collecting damages are to be paid by the Renter.

General Provisions

Caterer shall in no way bind HMA to any terms of its agreement with the client unless HMA agrees to be so bound in writing. Any oral agreements between Caterer and HMA shall not be binding.

Caterer warrants, defends, and indemnifies HMA from any and all liability arising out of or relating to the Caterer’s actions, negligence, errors, omission, and agreements, written or not, entered into directly with the client.

HMA Authorized Signer (Printed)

Signature

Title

Date

Catering Company

Authorized Signer (Printed)

Signature

Title

Date