

License Agreement for Catered Food and Beverage Events

This agreement made and entered into at Fairfax, VA, this _____ day of _____, by and between George Mason University ("MASON") and _____ ("CATERER"), herein represented by _____ and _____ ("MASON") ("CATERER").

WITNESSETH, THAT the Parties hereto agree as follows:

1. MASON agrees that subject to compliance of CATERER with conditions established herein, CATERER is hereby licensed to provide catered food and beverage services within MASON facilities and premises subject to such further conditions as may be established in writing for each catered event under license hereto.
2. CATERER agrees as follows:
 - a. To indemnify, defend, and hold MASON, its board of visitors, 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 Virginia authorized insurers as follows:
 1. Workmen's Compensation- Statutory limits
 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 MASON facilities and premises who comply with the requirements set forth in 2.d below.)
 5. George Mason University Board of Visitors, 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 MASON Office of Purchasing which is not subject to cancellation without 30 days written notice to MASON.

By requiring the above minimum insurance, MASON 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. To comply with all federal, state, and local requirements governing the furnishings of food and beverage catering services and the operation of its food and beverage catering business.
- d. To not sell, provide or distribute disposable plastic bags, single-use plastic and polystyrene food service containers, plastic straws and cutlery, and single-use plastic water bottles to Mason or on Mason premises.
- e. That if CATERER should engage in the sale or distribution of any alcoholic beverage within MASON facilities and premises that it shall perform all such activities in compliance with applicable local, state, and federal laws and such MASON 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 permits for the sale and serving of alcoholic beverages, 2) to comply with Responsible Alcohol Service Training 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 state 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, sublicensed or encumbered without MASON prior written consent.
- g. This license expires at 11:59PM, June 30, 2022.
- h. 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 MASON facilities and premises and does not create, directly or indirectly, any obligation on the part of MASON to hire or pay CATERER for any food and beverage catering it may conduct within MASON facilities and premises or any costs CATERER may incur, therefore.
- i. The CATERER agrees to be an eVA registered vendor in good standing. All catering event payments are processed through the Virginia Purchasing System, eVA. The University supports and encourages SWaM Certified vendors.
- j. Should the CATERER be requested to provide beverages, the CATERER agrees to provide Coca-Cola beverage products exclusively.

3. MASON and CATERER both agree:

- a. MASON 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 MASON 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 MASON and, upon the direction of MASON shall issue express written disclaimers to that effect. CATERER shall not use MASON's name without the express written permission of MASON. This License shall not constitute nor be taken to constitute approval for the use of any MASON trademark, logographic or other indicia without specific written approval of the Office of Auxiliary Enterprises which oversees use of the MASON logo and trademark.
- c. That the term of this agreement shall begin on the date first written above. MASON reserves the right, in its sole discretion, without any liability arising from or related to such termination, to terminate this Agreement 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 MASON 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 required 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 Virginia. All disputes arising under this Agreement shall be brought before a proper state court in the Commonwealth of Virginia. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

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.

Accepted and Agreed:

MASON: George Mason University

By: _____
(Authorized Signature)

Name: Pascal Petter _____

Title: Exec Dir Auxiliary Services _____

Accepted and Agreed:

CATERER: _____

By: _____
(Authorized Signature)

Name: _____

Title: _____