

## **CATERER'S AGREEMENT**

Individuals of Companies wishing to provide catering service for events at the Bernardo Heights Community Center must indicate their agreement to conform with the following provisions by signing their names and titles on the lines below.

THIS AGREEMENT is entered into by and between THE COMMUNITY ASSOCIATION OF BERNARDO HEIGHTS, a California non-profit mutual benefit corporation (herein referred to as "Association") and \_\_\_\_\_ (herein known as "Caterer").

NOW, THEREFORE, in consideration of the mutual promises herein contained, Association and Caterer hereby agree as follows:

1. If any food is to be prepared elsewhere and brought to Bernardo Heights Community Center, Caterer must show proof of possession of a valid, Current County Health Permit.
2. Caterer must also show proof of having valid, current business license issued by the city or county in which business is conducted. A business license does not substitute for the County Health Permit.
3. A Certificate of Insurance for general liability of at least \$500,000.00 CSL (combined single limit) bodily injury and property damage must be on file with the Bernardo Heights Community Center. Coverage must also include: Comprehensive Form, Products/Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage and Personal Injury. Certificate must be issued in Business Name (DBA). The Association must be named as an Additional Named Insured.
4. A Certificate of Insurance for automobile coverage of at least 500,000.00 CSL (combined single limit) bodily injury and property damage, must be on file with the Bernardo Heights Community Center. Coverage must also include: Owned, Hired and Non-Owned Vehicle Coverage. Certificate must be issued in Business Name (DBA). The Association must be named as an Additional Named Insured.
5. A Certificate of Insurance for Workers Compensation Coverage must be furnished on all caterer's employees.
6. The facility shall be left in the same state of cleanliness as it were prior to caterer's use.
7. The Manager for the Community Center shall have complete authority in scheduling times for Caterer to arrive at the facility to prepare food so that no conflict with previously scheduled events will arise.

8. A valid, current liquor license is required in order to sell alcoholic beverages at the facility. Proof of license must be on file with the Bernardo Heights Community Center.
9. Caterer expressly undertakes to indemnify the Association, and the officers, agents and employees of the foregoing, from any and all liability, losses, claims, demands, damages, judgments, and costs for or arising from Caterer's use of The Bernardo Heights Community Center, including but not limited to the negligence of Caterer, any agent or employee thereof, any independent contractors hired by Caterer, or any other person using The Bernardo Heights Community Center facilities under the authority of Caterer.
10. Caterer hereby represents that it will not employ any unauthorized aliens in connection with any work to be done on the premises of the Association or on behalf of the Association.
11. It is further understood and agreed that the undersigned Caterer, and its employees and/or helpers are independent contractors and not employees of The Community Association of Bernardo Heights.
12. In any action brought for enforcement, damages, or declaratory relief with respect to the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee.
13. the remedies provided herein shall be in addition to, and not in lieu of, any other remedies which may be provided by this Agreement or under law.

The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

NAME OF COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Officer/Proprietor

This signed agreement is to be returned to the Bernardo Heights Club House, 16150 Bernardo Heights Parkway, San Diego, California 92128.

Email: Bernardo.heights@associa.us

Fax: (858) 451-6509