



## CATERING AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Ward Foundation, Inc., (hereafter referred to as the "Foundation") and \_\_\_\_\_ (hereafter referred to as the "Caterer").

**WHEREAS**, the Foundation has entered into a written agreement (the "User Agreement") with a third party (the "User") desiring to obtain Caterer's services in connection with a function to be held at the Foundation's facilities.

**WHEREAS**, the User Agreement provides that no catering services can be performed at the Museum unless a separate agreement is entered into by and among the Foundation and the Caterer.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **PREMISES:** The Foundation hereby agrees to make available to the Caterer, for the use of Caterer and User, the following facilities (the "Facilities") located on its premises at the time and date(s) indicated:
  - A. Facilities: Museum Lobby
  - B. On the date of:
  - C. Between the hours of:
  - D. With cleanup to occur in accordance with the following schedule: immediately following event.
  
2. **COMPLIANCE WITH APPLICABLE RULES, REGULATIONS AND AGREEMENTS:** The Caterer shall abide by all applicable laws, rules and regulations, including any rules established by the Foundation of which the Caterer has notice, and including all emergency procedures promulgated by the Foundation. Upon request by the Foundation, the Caterer shall acknowledge in writing receipt of copies of such rules and regulations. The Caterer shall also be responsible for obtaining from the User an executed copy of the User Agreement and complying with the terms thereof.

3. **USE OF FACILITIES:** The Caterer may use the Facilities in accordance with the terms of this Agreement and the User Agreement. The Caterer shall be responsible for providing all personnel, other than security personnel, and all furniture, equipment, dishes and utensils, and other items that the Caterer may require to provide its service. The Foundation shall not be liable for failure to provide any such items or personnel. In the event that the Caterer does use any of the Foundation's equipment, furniture and other supplies, the Caterer shall be responsible for cleaning and returning such items in good working order and condition without damage.
4. **LICENSES AND PERMITS:** Notwithstanding any agreement between the Foundation and the User, the Caterer shall be responsible to the Foundation for ensuring that the Caterer and the User have obtained all licenses and permits necessary for any activity to be held at the Facilities.
5. **PAYMENT FOR CATERING SERVICES:** The Caterer acknowledges that it shall hold the User responsible for any and all payments due for performance of the catering services, and any deposits or other monies, including damages, due as a result of cancellation of any function by the User, or the Foundation for whatever reason, and that the Foundation shall not be liable for any Caterer's charges to the User for any catering or other services.
6. **MAINTENANCE OF FACILITIES:** The Caterer shall be responsible for ensuring that proper sanitation procedures are followed with respect to all food and beverages served by the Caterer at the Facilities. Upon completion of any function, the Caterer must promptly clean, in accordance with Section 1(D) hereof, any spaces utilized for such function, remove any food, equipment, furniture, and all other items not belonging to the Foundation and used by the Caterer or User, remove all trash present as a result of such function and clean any equipment or other items owned by the Foundation and used by the Caterer or User. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour. Details of cost incurred by the Foundation in restoring the building and its contents to their natural state will be furnished to the Caterer with a bill for cost.
7. **NOTIFICATION OF DETRIMENTAL ACTIONS:** The Caterer agrees that Caterer is responsible for immediately notifying security personal of any actions by members or guests of the User that could be detrimental to the Foundation's exhibits or property. In the event the Caterer fails to notify the Foundation's security personnel of such detrimental actions when the Caterer becomes aware of such actions, the Caterer may be held responsible along with the User and any other responsible person or persons for any damages caused.

8. **INSURANCE:** The Caterer agrees to provide to the Foundation a Certificate of Insurance indicating that the Caterer has liability and property damage insurance, each in the amount of One Million Dollars (\$1,000,000.00), from such insurance companies as the Foundation in its sole discretion shall deem adequate. The Caterer further agrees to indemnify and hold the Foundation harmless against any costs, damages or liabilities, whether or not any such insurance is in effect or applicable thereto, based on or in any way arising out of any violations of the terms of this Agreement or any applicable laws, ordinances or regulations or a result of the Caterer performing services and providing food and beverages on the Foundation's premises.
9. **MISCELLANEOUS:** This agreement constitutes the entire agreement between the parties hereto and shall not be deemed to be modified except by written instrument signed by both parties. This agreement shall be construed in accordance with the Laws of the State of Maryland. The Caterer shall not sign this Agreement without the prior written consent of the Foundation.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of this date and year first above written.

**DATE:**

\_\_\_\_\_

**BY:** \_\_\_\_\_  
Authorized Signature for  
THE WARD FOUNDATION, INC.

\_\_\_\_\_

**BY:** \_\_\_\_\_  
Authorized Signature of Caterer