



ONE-TIME CATERING AGREEMENT and CONDITIONS (Outside Caterer)

Rodgers Hospitality Inc. "Fete The Venue" reviews following information for a one-time approval use of Fete The Venue.

Company/Caterers Name _____

Tax I.D _____

Web Site: _____

Operating Address: _____

Years In Business: _____

Contact Name: _____ Title: _____

Company Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone/Fax#: _____ Phone: _____

Caterers Client Name: _____

Type of Event _____ Date of Event _____

Number of Guests _____ Caterers Contract #: _____

Application Documents Required- Return to Fete the Venue for Approval

Cater to submit application a minimum of 60 days before event. Approval and denial of application is at the discretion of Fete the Venue.

- 1. Caterer must provide certificate of insurance naming Rodgers Hospitality Inc., DBA: Fete the Venue and its employees and officers as additional insured with approved limits of liability.

Certificate Holder
 Rodgers Hospitality Inc., DBA: Fete the Venue
 3101 Redhill Ave.
 Costa Mesa, CA, 92626

- 2. Caterer must provide current Health Department report and a valid business license.
- 3. Caterer must provide 3 recent (within 1 year) references from 3 hotels and/or venues.
- 4. A full-service caterer is required and must provide ample trained and professional staff (with food handlers certificates). Workers Compensation Insurance required for all staff onsite.
- 5. Automobile Liability Insurance is required for all catering vans and trucks onsite.

Office Use Only

Approved By: (Name) _____ Denied By: _____

Date Reviewed: _____

CATERERS GENERAL RULES, OPENING INFORMATION, AND CLOSING ASSIGNMENTS

- Caterer to check in with venue manager upon arrival and departure. Caterer to walk through venue at the end of the event with venue manager and sign out.
- Staff must be present on site through the entirety of the event. Staff must efficiently bus tables and all rooms being used.
- Caterer to arrive on site to the venue set up start time and remain on site until venue closing.
 - Catering Venue Access TBD – Check with venue manager
 - Event Start time/ Guest Arrival TBD – Check with venue manager
 - Event End / Guest Departure TBD – Check with venue manager
 - Venue Close TBD – Check with venue manager
- ALL STAFF AND VENDORS must park cars on the street prior to guest arrival. Pullman Street is less than 1,000 ft away.
- House equipment may not be used without prior written authorization. Caterer must bring all items to perform their services .
- Caterers van should be parked in area by concrete walkway for easy in and out use. Vehicle may not block parking spaces.
- All items (rentals included) must be delivered within the set up window and be removed at the end of the event during the tear down window. Caterer to be on-site to during delivery and pick up of caterers rental items. Fete The Venue is not responsible for items being delivered incorrectly and/or being left behind after pick-up.
- Caterer is responsible for the clean up of all areas of throughout the venue. Caterer MUST provide trash bags for bussing/scullery service. All Catering and event trash MUST be emptied into the outside trash receptacles and fit INSIDE trash bins. Once bin is full, trash must be taken off site. Additional fees will be applied to Caterer for stains of any kind within premises due to leaking trash bags. Do not drag trash bags.

MAIN BALLROOM

- All equipment must have foot pads (to prevent floor scratches).
- Do not drag anything across the floors. Use carts or dollies with rubber wheels.
- No tacking/pinning anything on the walls without prior authorization.
- Burning wick candles must have a glass around with a minimum of 3" higher than the flame.
- No smoking allowed inside building or in courtyard.
- No open flame cooking/exhibition inside venue.
- Any high powered equipment, lighting or device needs to be discussed with venue manager to make sure we have sufficient electrical.
- Upon the end of the event all floors need to be free of large debris + trash + food.
- Staff must efficiently bus tables and rooms being used (lobby, bridal suite).
- Caterer to provide water service at tables- Fete the Venue does not provide ice, glassware or vessels for table water service.
- All trash MUST be emptied into outside trash receptacles and fit inside trash bins.

COURTYARD

- No dragging anything across AstroTurf.
- Taping of anything AstroTurf is not allowed.
- No hanging anything from walls, string lighting, etc. without prior approval.
- Upon the end of the event the AstroTurf area is required to free of large debris (trash and food).
- All trash MUST emptied into outside trash receptacles and fit inside bins.

CATERERS PREP KITCHEN (large room)

- No open flame cooking/exhibition inside venue, which includes Prep Kitchen and Utility Kitchen.
- All cooking must be done outside prep kitchen. Caterer to provide own satellite kitchen if needed.
- Protective flooring is required (flame retardant astroturf, rugs, etc) to protect concrete outside.
- Any high powered equipment, lighting or device(s) needs to be discussed with venue manager to make sure we have sufficient electrical. A generator may be needed for larger food service orders based on the amount of powered needed- Fete the Venue does not supply generators (vendor must supply insurance). Caterer to provide own extension cords if required/needed.
- All tables must cleaned and left in arrival condition - NO EXCEPTIONS.
- Wipe down any splatters on walls, doors, and/or windows.
- Sweep and Mop floors.
- Caterer to provide own ice and/or refrigeration if needed for service.
- DO NOT dump drinks and/or ice in plants, shrubs, or grass (this will kill our plants/shrubs/trees/grass).
- All trash MUST emptied into outside trash receptacles and fit inside bins.

BAR / UTILITY KITCHEN (small room) - Based on availability

- Ice machine is not available and is designated for the bar use only.
- Fete The Venue does not supply any ice and/or refrigeration for Caterers needs/requirements.
- Dishwasher is not available for use.
- DO NOT PUT ANY WASTE (FOOD, STRAWS, ETC.) INTO SINKS. SCRAPE OFF DEBRIS INTO TRASH CANS ONLY.
- Sweep and Mop floors if used by Caterer.
- Wipe down any splatters on walls, windows and/or doors if used by Caterer.
- All trash MUST emptied into outside trash receptacles and fit inside bins.

BRIDAL SUITE + LOBBY

- Counters need to be free of debris.
- Floors need to be free of debris.
- All trash MUST emptied into outside trash receptacles and fit inside bins.



Insurance and Indemnity Agreement (Attachment #A)

Sub-Contractor Insurance.

During the Term, Sub-Contractor shall maintain at its sole cost and expense, procure, and maintain the following insurance policies:

1) **A Policy of Primary Commercial General Liability Insurance** covering the Insured (Sub-Contractor) against claims of Bodily Injury, Property Damage, Persona Injury & Advertising Injury on or about the Premises, Premises and Operations, Products and Completed Operations, and insuring Contractual Liability (Including Performance/Services Rendered by Sub-Contractor of its indemnity Agreement under this Contract); shall have commercially reasonable deductibles, shall be written with the following limits:

General Liability Limits shall be not less than the below indicated limits:

- I) Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Annual Aggregate *
- *Per Project Aggregate required
- II) Products/Completed Operations: \$2,000,000 Aggregate
- III) Personal & Advertising Injury: \$1,000,000

Umbrella Liability

- \$2,000,000 Each Occurrence
- \$2,000,000 Aggregate Limit

Automobile Liability Insurance, including coverage for Owned, Hired & Non-Owned Automobiles. The limits of Liability shall be not less than:

- \$1,000,000 Combined Single Limit Each Accident/Property Damager

Workers Compensation Insurance, shall be not less than:

- \$1,000,000 Each Accident Limit
- \$1,000,000 Disease Policy Limit
- \$1,000,000 Disease Each Employer

a) All Insurance under this paragraph shall be with reputable insurers licensed to do business in the State, shall have commercially reasonable deductibles, and shall name Rodgers Hospitality, Inc., dba: Fete, the venue as an **Additional Insured with Primary and Non-Contributory**

b) **Waiver of Subrogation**

Insured (Sub-Contractor) waives all rights against Rodgers Hospitality, Inc., dba: Fete, the venue, and its employees, for recovery of damages to the extent such damages are covered by the Commercial General Liability, Commercial Auto Liability and Workers Compensation Insurance required of Insured (Sub-Contractor). Contractor & Sub-Contractor waive all rights against each other and against all other Sub-Contractors for losses for Bodily Injury or damage to Property to the extent covered by any other insurance applicable to the contracted work, except such rights as they may have to the proceeds of such insurance. Copies of General Liability, Automobile Liability and Worker’s Compensation Waiver of Subrogation Endorsements shall be provided to the Contractor along with the Certificates of Insurance required by Section 1.

2) **Maintenance/Cancellation of Insurance**

3) There shall be no cancellation or reduction of coverage of any required insurance without unqualified, thirty (30) day, prior written notice to Contractor (Rodgers Hospitality, Inc., dba: Fete The Venue. Such notice may be sent by Sub-Contractor’s insurance carrier, insurance broker, or Sub-Contractor.

Caterer agrees to the rules and requirements:

Catering Manager (print name) _____

Catering Manager (sign name) _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMBD Insurance Services, Inc. 3633 East Broadway, Suite 200 Long Beach CA 90803-6035		CONTACT NAME: Kiyomi Toma PHONE (A/C, No, Ext): (562) 439-9731 E-MAIL ADDRESS: Ktoma@hmbd.com FAX (A/C, No): (562) 439-4453	
INSURED Rodgers Hospitality, Inc., DBA: Fete the Venue 218 S. Magnolia Ave. Anaheim CA 92804		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop. Cas. Ins. Co. NAIC # 36161 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17-18 GL/BA/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR COVER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0					EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Personal Prop					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Rodgers Hospitality, Inc., dba: Fete the venue and its employees and officers as an Additional Insured/Primary and Non-Contributory and Waiver of Subrogation as respects the General Liability Policy Per Blanket Additional Endorsement, per written contract agreement.

CERTIFICATE HOLDER **CANCELLATION**

Rodgers Hospitality, Inc. dba: Fete, the venue 218 S. Magnolia Ave. Anaheim, CA 92804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T England, CIC/KIYTOM
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