



BASTROP CONVENTION & EXHIBIT CENTER

IN THE HEART OF HISTORY & HOSPITALITY

CATERER'S AGREEMENT

NAME: _____ PHONE: _____ EMAIL: _____

Caterers wishing to cater events in the Bastrop Convention Center and Exhibit Center ("BCEC" or "Center") must be listed on an Approved Caterers' List ("Caterers' List"). The Caterers' List is a service offered by the BCEC and is greatly valued by our customers. The Caterers' List is accessible on the BCEC website and will be provided, in hard copy, to customers who come into BCEC offices seeking to host an event at the Center. In addition, the Caterers' List will be included as part of BCEC's routine sales practices. As set forth more fully below, caterers are required to pay an annual fee of \$100.00 to be included on the Caterers' List.

All Caterers must agree to the terms and conditions set forth below by signing in the space provided at the end of the Agreement and returning the executed original to the Center Director. Caterers and lessees of the Center should retain a copy of the Caterer's Agreement for their files.

INSURANCE, PERMITS AND FEES

1. Payment of a \$100 annual fee to be included on the Caterers' List.
2. Payment of a \$.50 per person for the total number of persons set up for in the rented space per catered event. The Caterer shall provide the BCEC a copy of the customer's final invoice within thirty (30) business days of the event to be catered. The catering fee shall be collected by BCEC a minimum of ten (10) business days prior to the event and will be applied towards BCEC's general overhead costs, as well as necessary maintenance and improvements to BCEC facilities. Payments received later than ten (10) days prior to the event will be assessed a late fee of twenty-five dollars (\$25.00) per day until the fee is paid. If payment of all charges and late fees are not received within thirty (30) business days after the event, the Caterer will be considered in breach of this Agreement and removed from the Caterers' List until the total is paid and a new agreement is approved by the Center Director and executed by the Caterer.
3. In the event of a cancellation by the Caterer, regardless of whether the cancellation is due to the Lessee or the Caterer, **no refunds by the BCEC to the Caterer will be provided.**



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4. The City of Bastrop requires that the BCEC maintain a copy of the Caterer's insurance certificate naming the City of Bastrop and the BCEC as additional insured, **without limitation or exception**, as well as the following:
 - a. Workers Compensation Insurance, as required by law;
 - b. Employer's liability insurance in an aggregate amount of not less than
 - i. \$100,000.00 each accident
 - ii. \$500,000.00 disease-policy limit
 - iii. \$100,000.00 disease-each employee
 - c. Texas Workman's Compensation endorsements attached;
 - d. Comprehensive general liability insurance, including products and liquor liability with not less than the following limits:
 - i. \$1,000,000.00 General Aggregate
 - ii. \$1,000,000.00 Products/Completed Operations Aggregate
 - iii. \$ 500,000.00 Each Occurrence Limit
 - iv. \$ 50,000.00 Fire Legal Liability
 - v. \$ 5,000.00 Premises Medical Payments
 - e. Automobile liability insurance with limits of not less than: \$500,000.00 combined single limit.
5. Provide to BCEC a copy of the Caterer's current health permit, in accord with the requirements of the Bastrop County Health Department.

CATERER RESPONSIBILITIES

1. Caterers shall leave the catering kitchen, as well as any other area utilized by the caterer, in the same condition as it was prior to the catered event. This includes sweeping, mopping, breaking down cardboard boxes, placing trash into dumpsters, disposing of ice sculptures, and cleaning any water on the floor to avoid damage.
2. Trash containers should not be overfilled.
3. To avoid excess weight, liquids (e.g. tea, coffee, water) and ice may not be poured or placed into trash cans.



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4. Food and other disposable items must be removed from the tabletops before the table covers are removed.
5. All trash shall be disposed of in the appropriate dumpsters. Any trash that will not fit in the dumpsters must be removed from the Center’s premises by the Caterer and/or lessee.
6. Caterers must provide their own cleaning detergent for use in the industrial sinks.
7. If the Caterer fails to perform as stated herein, a minimum “clean-up fee” of \$200.00 will be charged to the Caterer. In addition, multiple violations of this section may cause the Caterer’s privileges to be suspended. Examples of a failure to comply with this section include food or other expendable items left on tables; food, grease or other debris left refrigerator, warmers, drains, sinks or on the floor; dirty dishes left behind; trash not placed in the dumpsters.

SET-UP TIMES AND LOAD-IN & LOAD-OUT RESPONSIBILITIES

1. The Caterers must notify the BCEC, in writing, during regular business hours (8:00 am - 5:00 pm Monday - Friday) of catering events to be held at the Center a minimum of thirty (30) days in advance. At the time the reservation is made, the Caterer will be expected to provide the Center Director with the date, the title of the event, a number where they can be reached, and a “catering guarantee number” (the number of attendees at the event).
2. In addition to the above, Caterers must provide the BCEC with the expected time they will need to enter the Center. The Center is equipped with loading docks and/or loading/unloading areas at the catering kitchen entry point. These loading areas should be used as the primary access into and out of the catering kitchen.
3. If the Caterer requires that the Center open early (before 7:30 am) to set up, the Customer will be charged an additional \$100.00 per/hour “set-up fee”. In addition, if the Caterer must access the Center before the contracted start date (e.g. the day before an event), the Customer will be charged an additional \$ 150.00 per/hour set-up fee. No pro-rating is permitted. Accordingly, for every portion of an hour used, the lessee will be charged for a full hour. Please be advised that both an early opening and/or additional set-up time must be pre-approved by the Customer and are subject to room availability.

ACKNOWLEDGEMENT:

I have read, understand and agree to the terms set forth in this Agreement.

Signature of Caterer

Name of Catering Business

Printed Name of Signer

Date

TO BE SIGNED BY A CATERER PRIOR TO A CATERED EVENT AND A COPY KEPT ON FILE AT THE BCEC.

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