

**WESTERN RESERVE HISTORICAL SOCIETY
NON-MEMBER VENDOR AGREEMENT AND POLICY
HISTORY CENTER**

THIS AGREEMENT is made this ____ day of _____, between _____ (“Vendor”) and The Western Reserve Historical Society (“WRHS”) for its History Center at 10825 East Boulevard; Cleveland, OH 44106 (“Premises”).

1. Designation as Food Vendor.

WRHS hereby designates _____ as a Food Vendor for the **Silverspoon Awards** at WRHS. _____ is eligible to provide catering services on the premises of WRHS according to the terms and conditions set forth below.

2. Food Services

Vendor will provide the catering services as specified and contracted for, and as approved by WRHS. Except as otherwise permitted herein, Vendor is responsible for providing the food, utensils, china, glassware, labor, supervisory personnel, tables, linens, and all other supplies and items required for the proper and complete provision of food services at the Premises.

Vendor may use the WRHS facilities to assemble and distribute foods and beverages. Vendor shall comply with all food service laws of Ohio, including, without limitation, those that require the following according to Ohio Revised Code 3717.43(G):

- a. All equipment, utensils, food contact surfaces such as customer used dishes and flatware, cooking/serving utensils, pots and pans, knives, cutting boards, etc. are to be returned to Vendor’s licensed location for washing, rinsing and sanitizing, and storage following each event served.
- b. Adequate and appropriate equipment is provided by Vendor for the transfer and holding of foods prepared, so that proper temperatures are maintained during transportation and service (hot foods above 140° F, cold foods below 41° F).

Vendor is responsible for the consequences of any illness or injury resulting from food preparation and food consumption. Vendor shall reimburse and indemnify WRHS for any liability it may suffer as a result of food preparation and food consumption by Vendor, any others consuming Vendor’s food.

Use of “Safe Heat” sternos and electric hotplates/hotboxes are permitted. Grilling, broiling, and frying are not permitted in any part of the Premises, including the Premises kitchen. All food should be prepared off-site in advance of the event date.

Vendor must ensure safety and sanitation by providing appropriate service staff for the event size, expediting service and proper clearing and cleanup, and complete garbage maintenance and removal at their vending table.

3. Event Setup

Earliest time of food vendor admission to the Premises for set up 9:00 am.

Vendor must request for electricity access from the Arthritis Foundation or additional equipment no later than 10 days prior to the event.

All electrical cords and equipment tables must be installed without presenting any hazard to employees and guests. Electrical cords may not be taped to the floors in prominent walkways.

Vendor understands that WRHS is, first and foremost, a museum and library. Floor plans and available event space may change with the implementation of WRHS exhibits and programs. Vendor and Client may not move or use any museum property, other than designated chairs and tables.

Vendor shall comply with such reasonable rules and regulations concerning the appropriate conduct of the event as WRHS may, from time to time, establish.

4. Event Cleanup

Vendor must leave the Premises in a clean and orderly condition after each use.

Cleanup must be completed within one hour after conclusion of the event.

Event cleanup must be done in a quiet, orderly and thorough manner. Furniture must not be dragged across the floors.

All rented items must be broken down and removed from the Premises at conclusion of the event. WRHS must approve, in advance, any alternate rental item pick up times and arrangements for storage until items are removed from premises.

5. Compensation & Coordination

There are no fees charged to the Food Vendor for the promotional table.

Food Vendor assumes all costs related to preparing and serving food, including but not limited to food, utensils, staffing, and promotional materials.

6. Relationship Between the Parties

The relationship between the parties is that of donors. Nothing contained in this Agreement will be effective to, or construed as, making either party the joint venturer, partner, employee or agent of the other. Neither party may hold itself out or act as the agent of the other in any manner, or make any representations or agreements for the other, or incur any obligations in the name or on behalf of the other without the express written authorization of the other party. There is no partnership between Food Vendor and WRHS. Vendor is responsible and liable for paying its employees and vendors, and Vendor is responsible and in control of all aspects of its performances and duties as a food provider. It is Vendor's responsibility to make its staff and all subcontractors aware of WRHS guidelines.

7. Term and Termination

This Agreement is a temporary agreement and is only effective for the date of the event, as noted April 29th, 2015. This Agreement may be immediately terminated by WRHS upon breach of the terms of this Agreement by Food Vendor.

8. Indemnification

Vendor agrees to defend, indemnify, and hold WRHS and its trustees, officers, employees, agents, volunteers and mortgagees of WRHS harmless from and against any claims, losses, judgments, causes of action of any nature whatsoever, costs of expenses (including attorney's fees) due, directly or indirectly, to the acts or omissions of Vendor, its directors, shareholders, employees, officers or agents, in providing catering services or in carrying out its obligations under this Agreement (including, but not limited to, the service of alcohol) or due to any loss or casualty incurred or caused by the Vendor, except for losses or claims due to the sole gross negligence or willful misconduct of WRHS. The foregoing indemnity obligations shall survive the termination or expiration of this Agreement.

9. Acts of God

Vendor and WRHS understand that neither party shall be liable or deemed to be in default or failure of performance under this Agreement that results, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fire, explosions, earthquakes, floods, strikes or other work interruptions by either party's employees, failure of utilities, or any similar cause beyond the reasonable control of either party.

10. Compliance with Laws

Vendor represents and warrants that it will comply with all city, county, state, and federal laws relative to the performance of this Agreement. Vendor shall indemnify, defend and hold WRHS harmless from and against any liability and expense relating to or arising out of Vendor's breach of this covenant. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Ohio.

- o By execution of this Agreement, Vendor confirms, acknowledges, and agrees that Vendor must provide the complete setup, teardown, proper storage and/or removal of all items used in delivering catering services.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed this Agreement.

WRHS: The Western Reserve Historical Society

By: _____
WRHS Representative Date

Vendor:

By: _____
Date