



CATERING AGREEMENT APPLICATION

Maple Grove Community Center
12951 Weaver Lake Road Maple Grove, MN 55369
<http://maplegrovecommunitycenter.org> · (763)494-6500 · mgccrentals@maplegrovern.gov



Dear Valued Patron,

Thank you for your interest in bringing your catering services to the Maple Grove community. Our facility hosts a variety of private events, weddings, galas, fundraisers, expos, and tradeshow. Our largest event space, the Banquet Room, requires all events serving food and beverages to contract through a licensed, pre-approved Caterer. In turn for a catering fee, our facility will share your business with our clients and promote your catering services. We appreciate your consideration in partnering with the Maple Grove Community Center.

In this packet, you will find helpful information regarding our Catering Agreement and Policies. Please review this policy summary carefully as all Caterers will be held to the responsibilities and expectations outlined in the Catering Agreement. The Catering Agreement will be shared with you upon submission of this Catering Application.

Thank you,

Maple Grove Community Center

Catering Application Procedures

1. Applicants are required to complete all sections of this application. All proposed activities and events are subject to the approval of the Maple Grove Parks & Recreation Board (herein after "BOARD") as reviewed and processed by the BOARD designee(s) for services at the Maple Grove Community Center (MGCC). Incomplete applications will not be considered. If you have questions, please email mgccrentals@maplegrovern.gov
2. Applications can be found online at the MGCC website, in person at the MGCC, or can be requested via email. Submittal of the Catering Application can be made in person at the MGCC, via email, mail, or fax. Submittal of the Catering Application is not a confirmation or approval to conduct an event. All applications are subject to review and must be processed and approved before a catered event can occur.
3. Applications must be fully completed and submitted at least sixty (60) days before the first catered event at MGCC unless there are exigent circumstances. Applications are not considered to be submitted if incomplete.
4. Once all the BOARD's requirements have been fulfilled, including receipt of all requested documents (in addition to those of all applicable City, State, and/or Federal agencies) and full payment required at application, an approval will be made.
5. Upon completion of all requirements, applicants must review and sign the Catering Agreement with the BOARD.
6. A comprehensive general liability policy and/or a Certificate of Insurance on an occurrence (per-event) basis, issued by an insurance company authorized in MN, shall include, but not be limited to, the coverage defined in the Catering Agreement and summarized below:

Commercial General Liability Insurance (minimum levels listed below)

\$2, 000,000	Each Occurrence
\$300,000	Damages to Rented Premises (Each Occurrence)
\$10,000	Medical Expense (Any One Person)
\$100,000	Personal and Advertising Injury
\$2,000.000	General Aggregate
\$2,000,000	Products-Comp/Ops Aggregate

Workers Compensation and Employers' Liability

\$100,000	E.L. Each Accident
\$100,000	E.L. Disease – EA Employee
\$500,000	E.L. Disease – Policy Limit

7. Caterer shall be licensed and bonded by the State of Minnesota, proof of which shall be provided to the BOARD submitted with the Catering Application
8. After approval, new applicants will be required to attend an orientation at MGCC at least two (2) weeks prior to providing catering services at MGCC. The Facility Rental Coordinator will schedule an orientation with the Caterer after the application is approved.
9. The BOARD will certify new applicants on an annual basis. Current and new caterers must complete the Catering Application process and be approved annually.

Catering Agreement Overview

Priority components of the Catering Agreement are listed below. The applicant is responsible to read and fully understand the commitment to the entirety of the Catering Agreement. The applicant (hereinafter “CATERER”) and the Maple Grove Parks and Recreation Board (hereinafter “BOARD”) are to mutually enter the Catering Agreement.

RECITALS

1. The BOARD operates the Maple Grove Community Center (hereinafter “MGCC”) and provides one (1) banquet facility seating 250, named the Banquet Room. This room can be divided into two spaces for two potential simultaneously catered events.
2. The BOARD desires to have CATERER as one of a maximum of fifteen catering service providers to perform food and non-alcoholic beverage services at MGCC. It is understood that CATERER is willing and able to provide these services.
3. A “Catered Event” is defined as an event where a contract for catering services is executed between CATERER and Permit/Reservation Holder.

REPRESENTATIONS

1. CATERER represents that it is a Minnesota corporation duly organized, validly existing and in good standing with the State of Minnesota.
2. CATERER further represents that its agents, representatives and employees have the necessary education, training, experience, certification, and licensing for purposes of servicing and performing this Agreement with the BOARD.
3. The BOARD represents that it has full power and authority to enter into this Agreement.

LOCATION OF SERVICES

1. Catering services by CATERER shall be rendered at the MGCC, specifically in the Banquet Room, adjoining kitchen, and garden patio.

CATERER DUTIES AND RESPONSIBILITIES

1. CATERER shall obtain and maintain at its sole expense all licenses and insurance in conjunction with a Catered Event at the MGCC and to perform Catering Services at the MGCC.
2. CATERER shall follow all policies and procedures set by the Board pertaining to the Catering Services operation of the MGCC.
3. CATERER shall provide MGCC Manager (defined below) with a copy of the current Minnesota Health Department License and Certified Food Managers License(s) during the term to provide Catering Services.
4. CATERER shall provide professional employees, dressed in uniform attire and adequate staffed for a Catered Event to maintain a consistently high level of customer service.
5. CATERER's designated catering coordinator shall communicate all event information immediately upon entering into a contract with a Permit/Reservation Holder including invoices, charges for services, and reservation agreements.
6. CATERER shall designate and communicate to the Facility Rental Coordinator the name and contact information for the on-site coordinator for the event five (5) days before the event occurs.
7. CATERER's staff shall be onsite for the duration of a catered events. No drop-off catering service is allowed.
8. CATERER must only serve Coca-Cola products per the agreement with the BOARD and Mid-West Coca-Cola. CATERER is responsible to provide canned or bottled soda/water at their expense in compliance with this Agreement.
9. CATERER shall take proper care of all equipment to include tables and chairs provided by the BOARD in such a manner as to prevent damage.
10. CATERER shall be solely responsible for all CATERER property brought to the MGCC, including lost, damaged, or stolen items. All items brought in by the User and/or the Caterer must be out of the MGCC by the end time stated on the permit/reservation or Caterer shall be charged a minimum \$50 per day fee that must be paid within 30 days of invoice.

BOARD'S DUTIES AND RESPONSIBILITIES

The BOARD agrees to:

1. Promote quality customer service by scheduling MGCC in a timely manner;
2. Communicate details of a rental to the CATERER and provide information on the room or outdoor rental space setup, equipment needs, security requirements, special needs, and like information at MGCC, including, but not limited to, arrangements with outside vendors such as rental equipment companies, security personnel, and other vendors;
3. Complete set-ups for rental space at MGCC with tables, chairs or requested equipment by the Permit Holder in a neat, uniform, and timely fashion. Teardown of equipment will be coordinated with the CATERER in advance of the event as well as with the onsite employees;
4. Provide custodial service for the MGCC banquet room setup and tear down, trash removal, and scrubbing/vacuuming of floors in the banquet room. Purchase and provide the necessary cleaning supplies to the caterers for cleaning the kitchen counters and portable beverage bar at MGCC;
5. Provide catering kitchen with equipment of an oven range 6 burners, grill, broiler; one single door refrigerator, one walk-in cooler, ice machine/ice, dishwasher, coffee maker, and steam table, when available; The kitchen and other facilities may not be available at certain times due to construction, remodeling, making repairs, or other circumstances;
6. Provide facility access and parking to CATERER personnel for one (1) vehicle near the MGCC's Banquet Room loading dock/caterer's entrance;
7. Restrict the catering services in the MGCC Banquet Room to one of the (up to) fifteen approved caterers, exclusively for the catered events held in the Banquet Room at the MGCC, except for events and customers exempted by the BOARD, as determined by the MGCC Manager or designee.
8. The BOARD shall require customers with guest attendance greater than 80 people for a single booking to be required to use an approved caterer. BOARD shall approve of bookings made within 30 days of a rental use a potluck style food service or a caterer not listed on the Approved Caterers list.
9. The BOARD shall have the ability to provide light refreshments including, but not limited to, beverage and/or cookie/snack service.

FINANCIAL ARRANGEMENTS

1. CATERER shall be required to reimburse the BOARD a percentage of the revenues generated through food service based on the following formula (hereinafter “Commission Rate”):
 - a. MGCC will receive 10% of all gross sales for food and non-alcoholic beverage service scheduled Monday through Thursday and daytime rental (8am – 5pm) on Fridays;
 - b. MGCC will receive 15% of all gross sales for food and non-alcoholic beverage service for all day events scheduled on Friday evenings (5pm – 1am), all day events scheduled on Fridays (8am – 1am), Saturdays, Sundays and Holidays
2. CATERER shall calculate the Commission Rate based on the gross sales excluding the sales tax and service charges.
3. The collection of deposits and fees for all catering charges are the sole responsibility of CATERER. Non-payment by a client to the CATERER for Catering Services rendered will not negate payment of the Commission Rate revenue to the BOARD.
4. CATERER’s billings to a Permit Holder shall not show the Commission due to the BOARD.
5. CATERER agrees to pay the BOARD the Commission Rate revenues based upon the final billing for each Catered Event. The CATERER is responsible to provide one copy of the final billing for each Catered Event in a given month to the Rental Coordinator within ten (10) business days after the event. The BOARD shall receive a check made payable to Maple Grove Parks and Recreation for Commission Rate revenue amount due accompanied by the data supporting the Catered Event.
6. CATERER must make the payment within ten (10) business days after the event or, if approved in writing by the MGCC Manager, by the 15th of the month following the Catered Event. Any failure to make a timely payment as provided for above shall, in addition to other remedies available, have the amount due being subject to an eighteen percent (18%) annual interest rate on delinquent payments.
7. The BOARD reserves the right to inspect all financial records for an event. CATERER must provide documentation within two (2) business days upon request.

NON-PERFORMANCE

It is the CATERER's responsibility to familiarize itself to the requirements of this Agreement and to perform all tasks in an acceptable and timely manner. It is not the BOARD's responsibility to remind the CATERER of the Agreement requirements.

CATERER may be provided the opportunity to request renewal of the agreement approximately six (6) months prior to the expiration date. If the agreement is not renewed, CATERER shall remain responsible for providing services to rentals booked at MGCC for which they had committed to at the time of the agreement termination. MGCC employees reserve the right to require CATERER to respond to a Request for Proposal and complete the interview process if so desired by MGCC

TERM

The Catering Agreement is valid through the end of the calendar year. All current and new CATERERS will be invited to submit a Catering Application at the end of each year to be considered for the following calendar year.

Example: If a CATERER submits a Catering Application and is approved in October 2022, the Agreement term will end on December 31, 2022 and a new Catering Agreement will be required to render services in 2023.

The BOARD may, based on its sole and absolute discretion, terminate this Agreement on thirty (30) days written notice to CATERER with CATERER retaining, at the discretion of the BOARD, the right to perform any existing contracted Catered Event beyond thirty (30) days; provided, however, the BOARD may immediately terminate, without the option to cure, this Agreement if there are service, performance, or health or safety issues that are impeding the success of reserved events (in the sole determination of the BOARD), including, but not limited to, lack of license and bonding by the State of Minnesota and failure to maintain insurance coverage as required by this Agreement.

At the discretion of the MGCC Manager, the CATERER shall remain responsible for providing service to the rentals booked at MGCC for which they had committed at the time of written notice of termination of expiration of any applicable cure periods. In such an event, the terms and conditions of this Agreement shall continue to govern the provisions of the committed events.