

**GRAND RAPIDS COMMUNITY COLLEGE
GRAND RAPIDS, MICHIGAN
CATERING SERVICES AGREEMENT**

This Catering Services Agreement is entered into on this ____ day of ____ by and between **Grand Rapids Community College ("GRCC") 143 Bostwick Avenue NE, Grand Rapids, MI 49503** and _____ ("CUSTOMER") (collectively, the "Parties"). The Parties hereby agree as follows:

1. **SERVICES PROVIDED** - The CUSTOMER hereby agrees to engage GRCC to provide the CUSTOMER with services consisting of (LIST OF SERVICES).
2. **TERM** – The term of the agreement is the following day or days, and the period during each day as shown: (DATE).
3. **DEPOSIT** – A non-refundable deposit of \$ _____, representing twenty-five percent (25%) of the total base amount specified in Section 4 ("COST") is required to reserve catering services and shall be submitted with and become a part of this Agreement. Total payment is due on the first day of the event, one (1) hour prior to the event start time Specified in Section 2 ("TERM").
4. **COST** –CUSTOMER agrees to pay a fixed base catering service fee of \$ _____ to GRCC for this event.
5. **CANCELLATION or RESCHEDULING** – If CUSTOMER cancels or reschedules the event within seventy-two (72) hours of the planned function, an additional non-refundable fee of twenty-five (25%) of the total or estimated catering services shall be due to GRCC immediately. Additional event costs already incurred by GRCC will be the responsibility of the CUSTOMER. If the event is rescheduled, any amounts collected in advance of the event will be credited towards total final payment.
6. **PAYMENT** – Payment may be made by credit card, check or money order in person at the Ford Fieldhouse, Office 211, or via U.S. Mail. If payment is mailed, CUSTOMER should include the original, signed contract; note the event name on the check or money order; and send to:

Ford Fieldhouse – Office 211
Grand Rapids Community College
143 Bostwick Avenue NE
Grand Rapids, MI 49503
7. **ADDITIONAL COSTS** – Additional charges for equipment, linen service, set up and tear down of services will be detailed as Additional Costs and are set forth in Attachment A-1. All additional costs shall be the responsibility of the CUSTOMER. Additional costs that are incurred on the day of the event will be billed after the event.
8. **OTHER TERMS AND REGULATIONS** –
 - A. GRCC reserves the right to refuse any events scheduled with less than seventy-two (72) hours' notice, and further reserves the right to refuse any events which may disrupt the normal operations of the College or are contrary to any College Policy.
 - B. No food may be brought on campus by outside caterers.
 - C. Food not immediately consumed by guests may not be released and taken out of the service area.
 - D. All leftover food/beverages are property of GRCC.
 - E. A minimum fifteen (15) person guest count is required for all buffet orders.
 - F. Minimum Base Catering Fees:
 - i. Monday-Friday; 7:00am-5:00pm – twenty-five dollars (\$25.00)
 - ii. Monday-Friday; 5:00pm-8:00pm – two hundred dollars (\$200.00)
 - iii. Saturday; 8:00am-3:00pm – four hundred dollars (\$400.00)
 - G. A final guest count must be provided to GRCC no less than seventy-two (72) hours prior to the time any event is scheduled to commence.

- H. Delivery charges may be assessed based on scale and location of the event. Any charges will be discussed with the CUSTOMER in advance.
- I. The use of alcoholic beverages is not permitted without prior approval by the GRCC President or designee.
 - i. If alcoholic beverage service is approved, any costs incurred by GRCC Campus Dining related to contracting with a licensed bar service will be passed on to CUSTOMER.

9. OTHER PROVISIONS

- A. This Agreement and any documents incorporated by reference represent the entire agreement between the Parties and shall supersede all prior oral or written statements or agreements relating to the subject matter of this Agreement
- B. No amendment to this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.
- C. This Agreement shall be construed in accordance with the laws of the State of Michigan.
- D. CUSTOMER warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws and/or applicable law(s) to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the CUSTOMER to its terms. The person executing this Agreement on behalf of CUSTOMER warrant that they have full authorization to execute this Agreement.
- E. CUSTOMER understands and warrants that the event which is subject to this Agreement must be conducted in accordance with any and all GRCC Policies. CUSTOMER understands that should the event which is subject to this Agreement cause any GRCC Policies to be violated, GRCC retains the authority to immediately cause the event to cease any and/or require CUSTOMER and/or any or all of CUSTOMER'S guests to leave GRCC premises. CUSTOMER further understands that in the event of any aforementioned occurrence, CUSTOMER will not be entitled to a refund of any amounts paid or owing to GRCC under this Agreement.
- F. This Agreement is binding upon the heirs, personal representatives and successor of both Parties.
- G. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
- H. The Parties agree to comply with all applicable state and federal laws, rules and regulations.
- I. Notwithstanding the other provisions contained in this Agreement, GRCC retains the unqualified right to terminate this agreement at any time and for any reason.

IN WITNESS WHEREOF, the parties hereby execute this Agreement though the undersigned duly authorized representatives, this the ____ day of _____, 20__.

GRCC

CUSTOMER

Signature

Signature

Printed Name

Printed Name