

FOOD SERVICES CONTRACT (Annual)

This catering contract is dated _____ (**print current date**) between the student organization registered through the Department of Student Centers and Activities of Rutgers, The State University of New Jersey, (herein called Purchaser) and _____ (**print Vendor name**) (herein called Vendor.) It is mutually agreed by both parties that:

1. This contract is valid for the academic year beginning **July 1, 2025 to June 30, 2026**.
2. The Vendor agrees to provide **food delivery** on the dates, times, and locations negotiated with Purchaser and identified on Invoice.
3. The Vendor will provide all the necessary equipment to ensure proper food temperature and prevention of any food contamination. The Vendor acknowledges ability to transport food in a vehicle of adequate design to ensure proper food temperature and prevention of any food contamination.
4. The Vendor must provide all of the required documents before the expiration dates to the respective department representative. These documents include the Business License, Certificate of Insurance, Sanitation Certificate, W-9, Catering Information Form and Website Link. Failure to do so will result in termination of catering privileges at Rutgers University.
5. The total inclusive fee for food and related services will be negotiated prior to event and paid via Invoice. Purchaser is a non-profit, tax exempt, volunteer student organization. Payment will be made by Rutgers University check within two weeks after the event.
6. No substitution of food, service or equipment will be allowed without prior written consent of both parties.
7. Vendor agrees to hold harmless, defend and indemnify Rutgers, The State University of New Jersey, its governors, trustees, officers, employees and agents from and against any and all claims, demands or actions by any persons and against related damages, liabilities, costs and expenses (including reasonable attorney's fees), which may arise out of or in connection with the performance of this contract, caused or contributed to by the actions or omissions of the Vendor, its agents, employees or contractors.
8. The Vendor, as a part of this agreement, agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, physical ability, age, sexual orientation or political and religious affiliation.
9. Failure to sign and return this contract and/or addendums on the part of the Vendor, shall cause this contract to be terminated.
10. The Purchaser will not be held responsible to any rules, regulations, or policies of group or organization which are not specifically stated in said contract or its addendum.
11. By act of signing this contract, Vendor assures Rutgers University and the Purchaser that it meets all State and Federal health standards, specifically that of the New Jersey State Sanitary Code, Chapter XII.



- 12. The Vendor must provide a certificate of insurance showing evidence of Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000.00 aggregate (including product liability) and commercial automobile liability for a company vehicle with minimum limits of \$1,000,000.00 combined single limit. Rutgers, The State University of New Jersey shall be named an additional insured, and such insurance shall be primary and non-contributory.
- 13. Non-compliance with any clause of this contract or addendum (unless waived by the Purchaser) shall cause this contract to become terminated. This contract cannot be amended without prior consent of both parties. The validity, construction and effect of this contract shall be governed by the laws of the State of New Jersey.

THIS CONTRACT AND APPROPRIATE ATTACHMENTS SHALL NOT BE VALID WITHOUT SIGNATURES OF VENDOR AND THE AUTHORIZED REPRESENTATIVE OF RUTGERS UNIVERSITY. FOR PURPOSES OF THE CONTRACT, THE PARTIES AGREE THAT AN ELECTRONIC SIGNATURE WILL CARRY THE SAME ENFORCEABILITY AS AN ORIGINAL SIGNATURE.

SIGNED:

For:		For:	Student Centers and Activities
By:	_____ Print Vendor Name	By:	_____ Rutgers University Student Affairs Department Susan Romano
	_____ Print Vendor Representative		_____ Authorized Rutgers University Representative
	_____ Vendor Representative Signature		_____ Rutgers Representative Signature
	_____ Date		_____ Date

Info:

*Print Check payable to:

*Print Address

Print City, State and Zip Code

Phone Number

Fax and/or Email Address

*** Name & Address must match W-9**