ESTES PARK
COLORADO

Town of Estes Park Rental Program

2012 Caterer Information

a. Caterer must be licensed by the Town of Estes Park.

b. Catering for All Occasions – Stan and Linda Guzzy (970) 586-1002-- **must** be used for Senior Center rentals. There will be a discount on rental fee if used for Museum and Senior Center rentals for a full meal.

c. Caterer must be able to demonstrate the following proof of insurance. Caterer shall obtain, at its own cost and expense, the following coverage with insurance companies licensed in the State of Colorado.

   i. GENERAL LIABILITY. Comprehensive general liability insurance in the amount equal to at least $150,000.00 per person and $600,000.00 per occurrence and an annual aggregate of at least $1,000,000.00. This coverage shall include, without limitation, bodily injury, property damage and products liability.

   ii. PROPERTY AND FIRE. All risk property insurance in the amount equal to at least $100,000.00 for the kitchen, food preparation area, and serving area at the Estes Park Senior Center.

   iii. WORKER'S COMPENSATION INSURANCE. The caterer shall comply with the Worker's Compensation Act of Colorado by insuring under the Colorado Compensation Insurance Authority or under a stock or mutual corporation authorized to transact the business of worker's compensation insurance in Colorado, or by procuring a self-insurance permit from the Industrial Commission of Colorado.

   iv. FOOD PRODUCT INSURANCE. The caterer is not required to carry food product insurance. However, the caterer is solely responsible for all loss or spoilage of food due to mechanical failure.

   v. INSURANCE CANCELLATION. All required insurance shall be continued through the period of the contract, and each policy shall state that it may be canceled only if the Town has been notified 30 days prior to the cancellation.

   vi. ADDITIONAL INSURED. The Town shall be named as an additional insured on the caterer's Liability policies with respect to claims of third parties only. The Town, its officers, agents and employees shall be named as additional insured on the caterer's all-risk property insurance policy, and shall be entitled to the proceeds as primary insurance as its interests may appear.

   vii. CERTIFICATES. The caterer shall provide the Town with certificates evidencing that all required insurance policies are in effect, that notice of cancellations will be provided to the Town, and that the Town, its officers, agents and employees are listed as additional insured on such policies to the extent required by the contract.

d. Lessee and caterer (other than Catering for All Occasions) must provide the Program Coordinator with proof of insurance and license prior to final scheduling of the event.

e. Lessee and caterer must sign this agreement, thereby consenting to the rental program guidelines which include the following information:
   - General conditions and notices
   - Policy on alcohol in public places
   - Fees and damages notice
   - Food and beverage policy
   - Set up/clean up/decorations/furniture/supplies notice
   - Entertainment and noise control
   - Miscellaneous

f. All deliveries, pick up and clean up by the caterer must be cleared with the program coordinator ahead of time, must conform to rental policies, and must fall within the lessee's rental times.

g. Caterer understands that the facility will be left in clean condition including removal of foods, supplies, decorations, etc. A Town representative will assess the facility. If the Town is required to move items, store items, or clean up, a fee of $50 an hour will be charged to the lessee by the Town of Estes Park.

h. The Town of Estes Park assumes no responsibility for delivered items nor will the Town sign for deliveries.

i. There are no cooking facilities at the Estes Park Museum. A standard refrigerator, a small microwave and coffee pots are available. Table service and linen rental is the responsibility of the caterer or lessee. Trash bags and dumpster are available.

j. Caterer assumes responsibility to relay all rules of use to staff who work events at the Estes Park Museum and Hydroplant Picnic Grounds. No outside catering is allowed at the Senior Center

k. Caterer understands the use of rented areas may be terminated at any time if rules are violated by caterer or lessee. This decision will be made at the discretion of an authorized Town employee or law enforcement official. Should this occur the Town of Estes Park assumes no responsibility for fees or balance due to the caterer.

l. It is understood that the Town of Estes Park and its agents listed in the rental agreement are not responsible for any injuries or losses sustained to any person or the property of any member of the caterer's staff. The caterer will hold harmless the foregoing entities for any such loss or liability.

_____	_____
Caterer Name – Company Name	Date
_____	_____
Lessee	Date
_____	_____
Town of Estes Park Representative	Date