

AGREEMENT FOR CATERING SERVICE

THIS AGREEMENT FOR CATERING SERVICE (herein “**Agreement**”) is made and entered into this 4 day, November, 2022 (hereinafter “**Effective Date**”), by and between the **MAPLE GROVE PARKS AND RECREATION BOARD** (hereinafter “**BOARD**”) and Lookout Catering/Bar & Grill (hereinafter “**CATERER**”).

RECITALS

WHEREAS, the BOARD operates the Maple Grove Community Center as described in greater detail in Section 2 of this Agreement (hereinafter “**MGCC**”); and

WHEREAS, the MGCC provides one banquet facility seating 250 (hereinafter “**Banquet Room**”). The Banquet Room can be divided into two spaces seating 100-125 each (hereinafter, each a “**Divided Space**”). Any reference herein to the Banquet Room shall also include the Divided Space. A licensed catering kitchen, patio area and related amenities are adjacent to the Banquet Room (hereinafter “**Amenity Area**”) and included for the use by the CATERER under this Agreement. When the Banquet Room is divided into the Divided Space and there are simultaneous Catered Event (defined below) in each of the Divided Space, the Amenity Area shall be shared by both caterers of the simultaneous Catered Event; and

WHEREAS, the MGCC is marketed as a venue for a diversity of functions for public and private use. Functions will include such uses as meetings, weddings, banquets, corporate functions, vendor shows, special events, entertainment for varying size crowds and other community activities; and

WHEREAS, the BOARD desires to have CATERER as one of a maximum of fifteen food caterers to perform the food, non-alcoholic beverage, and related food catering services at the MGCC (hereinafter “**Catering Services**”). It is understood that CATERER is willing and able to provide these Catering Services. For purposes of this Agreement, a “**Catered Event**” is defined as an event where a contract for Catering Services is executed between CATERER and Permit Holder (defined below).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the BOARD and CATERER as follows:

SECTION 1
REPRESENTATIONS

1. CATERER represents that it is a Minnesota corporation duly organized, validly existing and in good standing with the State of Minnesota and that it has full power and authority to enter into the Agreement and to carry out the activities required by the Agreement. 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.
2. The BOARD represents that it has full power and authority to enter into this Agreement.

SECTION 2
LOCATION OF SERVICES

Catering Services by the CATERER shall be rendered at the MGCC located at 12951 Weaver Lake Road, Maple Grove, MN 55369, specifically in the Banquet Room of a Divided Space and the Amenity Area.

SECTION 3
CATERER DUTIES AND RESPONSIBILITIES

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 as follows:

1. CATERER shall follow all policies and procedures set by the BOARD pertaining to the Catering Services operation of the MGCC;
2. 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 for both indoor and outdoor venues. CATERER agrees to meet all local, state, federal health regulations, codes, rules, and laws concerning Catering Services;
3. CATERER will provide proof of bonding with the State of Minnesota and maintain the proper bonding throughout the Term (defined in Section 17);
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 shall be solely responsible for the recruitment, training, employment, performance, and compensation of adequate staffing to prepare and serve the food meeting the demand of the Permit Holder (defined below) at each and every Catered Event for any day of the week to include holidays;

6. CATERER shall provide all food and non-alcoholic beverages necessary for a Catered Event. CATERER shall maintain a consistency in offering a high quality of food;
7. CATERER shall inform the BOARD's Rental Coordinator (hereinafter "**Rental Coordinator**") who the CATERER's designated contact person is for each Catered Event (hereinafter the "**Catering Coordinator**"). The Catering Coordinator shall be the person the Rental Coordinator communicates all rental information for set up, event and tear down information. The CATERER shall provide the Catering Coordinator's information to include the name, phone number and email upon the time the Permit Holder has agreed to use of the catering service. If the Catering Coordinator is to be different person for the day of the event the CATERER shall designate an on-site coordinator for the day of the event five (5) days before the rental. For the purpose of this Agreement the term "**Permit Holder**" shall mean the customer renting the facilities at the MGCC;
9. CATERER shall coordinate any set up needs of rental space at MGCC with the Rental Coordinator in a clear, concise, and timely manner;
10. CATERER staff shall be onsite. No drop off service is allowed;
11. CATERER is responsible to provide, set up and remove all supplies to service a Catered Event to include serving equipment, tableware, linens, decorations and like items from the MGCC the same day after each rental. Excepts as expressly provided for herein, no storage is available at the MGCC;
12. CATERER shall work cooperatively with the exclusive BOARD's Beverage Providers who are approved to serve alcoholic beverages;
13. CATERER agrees to comply with the payment of the Commission (defined below) to the BOARD as set forth in Section 5 of this Agreement;
14. Per the agreement between the BOARD and Mid-West Coca-Cola, Coca-Cola products must be used when dispensing soda products at the MGCC ("**Soda Agreement**"). Soda will be provided by the BOARD for the portable beverage bar for rentals at MGCC. If Permit Holder does not rent the portable beverage bar, CATERER is responsible to provide canned or bottled soda/water at their expense in compliance with the Soda Agreement;
16. CATERER is responsible to identify specific menu, cost per plate/person and any other extraneous fees to a Permit Holder with no hidden fees so Permit Holder knows what they are responsible to pay. The fees are to include tax, gratuity and any service fees. Expenses for auxiliary services are at the expense of the CATERER and CATERER is

responsible to collect from a Permit Holder directly. CATERER shall provide a list of menu options for specialty or ethnic food not on the CATERER's standard menu for which cooking staff has experience cooking. If the menu requested by the Permit Holder cannot be accommodated, the Caterer is to direct the Permit Holder back to the Rental Coordinator for further assistance.

17. Meals prepared for the BOARD Senior Programs (hereinafter "**Senior Programs**") will be at a rate excluding the Commission Rate on all Senior Programs events. CATERER agrees to charge in the range of \$7.00 to \$9.00 per plate for Senior Programs meals as coordinated with the BOARD's Senior Coordinator or Assistant Senior Coordinator. Meals prepared for City of Maple Grove functions will be at a rate excluding the Commission Rate. Some City of Maple Grove affiliated functions may have the Commission Rate waived. Confirmation of the any waived fees must be pre-approved and written confirmation completed by the Rental Coordinator. The "**Commission Rate**" is defined in Section 5 of this Agreement;
18. CATERER is responsible to keep marketing materials with current menu, prices and service options and provided an adequate supply of this information to the Rental Coordinator. CATERER is invited to participate in the sales and marketing of events at the MGCC to promote sustainability for both parties;
19. CATERER is strongly encouraged to coordinate responses to surveys/evaluations of the food or service levels of the CATERER or MGCC employees with the Rental Coordinator. The goal is to use any Permit Holder feedback to maintain a high level of customer service;
20. 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;
21. 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 Permit Holder and/or the Caterer must be out of the MGCC by the end time stated on the permit issued for use of the Banquet Room or Caterer shall be charged a minimum \$50 per day fee that must be paid within 30 days of invoice;
22. CATERER shall meet or exceed the Hennepin County Environmental Health requirements and standards; and
23. At the time a reservation for a Catered Event is made, the Catering Coordinator or other CATERER representative shall document the details of services required and charges for services, using permits, invoices and reservation agreements.

SECTION 4

BOARD'S DUTIES AND RESPONSIBILITIES

The BOARD agrees to:

1. Promote quality customer service by scheduling use of the MGCC with a Permit Holder;
2. Charge and collect rental fees to a Permit Holder renting at the MGCC;
3. Communicate details of a rental accurately to the CATERER and provide pertinent information on the room set up 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;
4. Provide the Banquet Room, and the Amenity Area as it exists.
5. Complete set-ups for rental space at the MGCC with tables, chairs or requested equipment by the Permit Holder in a neat, uniform, and timely fashion. Tear down of catering equipment will be coordinated with the CATERER in advance of the Catered Event;
6. Provide utilities to service the Catered Event;
7. Provide custodial service for the 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 CATERER for cleaning the kitchen counters and portable beverage bar at MGCC;
8. 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, and coffee maker. The kitchen and other facilities may not be available at certain times due to construction, remodeling, making repairs, or other circumstances;
9. Provide Coca-Cola products to dispense soda products from the beverage bar rentals in the form of cans or bottles in compliance with the Soda Agreement. CATERER to provide canned/bottled Coca-Cola beverages, at their expense and in compliance with the Soda Agreement, if Permit Holder does not rent the portable beverage bar;
10. Pay for licensing the MGCC catering kitchen facility with the Hennepin County Environmental Health Department;
11. Provide facility access and parking to CATERER personnel for one vehicle near the caterer's entrance for events catered in the Banquet Room;
12. Rental Coordinator will inform CATERER of all changes to counts and approved the documentation utilized by CATERER for bookings at the MGCC;

13. The BOARD agrees to restrict the Catering Services provided at the MGCC to CATERER and a maximum of fourteen (14) other approved food caterers, exclusively for the food catered events held at the MGCC, except for events and Permit Holders exempted by the BOARD, as determined by the BOARD's MGCC Manager (herein "**MGCC Manager**") or designee;
14. The BOARD shall set a guideline of requiring clients with bookings of the Banquet Room for any number of people or a Divided Space with greater than 80 people for a single booking to be required to use a food caterer. BOARD reserves the right to evaluate the minimum annually thereafter, to make necessary adjustments to maintain and promote reasonable food service accommodations for the Permit Holder; and.
15. BOARD shall have the ability to provide a Permit Holder light refreshments with beverage and/or cake/cookie service to a Permit Holder.

SECTION 5

FINANCIAL ARRANGEMENTS

The BOARD's percentage of the revenues generated through Catering Services provided by CATERER shall be based on the following formulas:

- A. The CATERER shall be required to reimburse the BOARD a percentage of the revenues generated through food service (hereinafter "**Commission**") based on the following formula (hereinafter "**Commission Rate**"):
 1. 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;
 2. 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 HolidaysCATERER shall calculate the Commission Rate based on the gross sales excluding the sales tax and service charges.
- B. CATERER shall agree to follow regarding the Commission:
 1. 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. CATERER's billings to a Permit Holder shall not show the Commission due to the BOARD.
 2. The CATERER agrees to pay the BOARD the Commission 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 amount due accompanied by supporting data. The CATERER must make the payment within ten (10) business days after the Catered 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.

3. The BOARD reserves the right to inspect all financial records for a Catered Event. CATERER must provide documentation within two (2) business days upon request.
4. A BOARD representative will collect the room rental fee, room deposit and rental equipment fee.

SECTION 6

STATUS OF CATERER

This Agreement calls for the performance of Catering Services by CATERER as an independent contractor, and CATERER, its employees, agents or representatives shall not be considered employees of the BOARD for any purposes. All persons employed by CATERER shall be the sole and exclusive employees of CATERER and shall be paid by CATERER. With respect to such employees, CATERER shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation, or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and workers' compensation. Certificates evidencing compliance with the foregoing shall be submitted upon the reasonable request of the BOARD.

SECTION 7

INTEREST OF CATERER

CATERER covenants that CATERER has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with the performance of its terms and obligations under this Agreement.

SECTION 8

NON-ASSIGNABILITY

CATERER shall have not right to transfer, assign or subcontract this Agreement and the terms and conditions herein.

SECTION 9

IDENTIFICATION OF PERSONNEL

CATERER shall provide appropriate identification of its agents, employees, and representatives during the performance of this Agreement at the MGCC as agreed upon between BOARD and CATERER. CATERER acknowledges and recognizes that it is a fair and equal opportunity employer and that its employees, representative, and agents have had training in sexual harassment, gender sensitivity, and cultural diversity.

The CATERER shall not schedule to the MGCC any person, whether as a substitute or on a temporary basis, who has a criminal conviction, which directly relates to his/her position of employment (assignment) such as theft, any sex offense, assault, possession of stolen property.

The CATERER, prior to the assignment of any person to the MGCC, shall complete a background investigation including a criminal record investigation, regarding each such person. The criminal investigation must be kept current and/or updated for each employee during the duration of this contract and provided upon the request of the MGCC Manager or designee.

SECTION 10

WORKER'S COMPENSATION

By executing this Agreement, CATERER certifies that they have reviewed the provisions of the Minnesota Statutes with respect to worker's compensation, and CATERER restates that it is an independent contractor and certifies that CATERER shall comply with the provisions of the Worker's Compensation Statute as an independent contractor before commencing the performance of work under this Agreement.

SECTION 11

INDEMNITY

In consideration of being allowed to use the MGCC in the manner described herein CATERER hereby voluntarily assumes all risks of accident or damage to its property and to the persons and property of its employees. CATERER agrees to defend, indemnify, holds harmless the City of Maple Grove and the BOARD, and their respective officers, employees, insurers and agents (hereinafter "**Indemnified Parties**"), against any and all claims, losses, liabilities, damages, costs and expenses, (including costs of defense, settlement and reasonable attorney's fees by reason of liability imposed by law upon the **Indemnified Parties**") for claims or damages as a result of bodily injury, including death, at any time resulting there from sustained by any person or persons or on account of damaged property, including lessor, arising out of or as a consequence of performance of the services provided by CATERER pursuant

to this Agreement caused by the acts or omissions of CATERER. This indemnification provision shall survive the expiration or earlier termination of this Agreement.

SECTION 12
INSURANCE AND LICENSES

CATERER shall purchase and maintain such insurance as will protect the CATERER from claims which may rise out of, or result from, the CATERER'S operations under this Agreement, whether such operations are by the CATERER or anyone directly employed by them, or by anyone for whose acts or omissions of them may be liable.

CATERER shall secure the following coverage and comply with all provisions as noted. Certificate of Insurance shall be issued evidencing such coverage to the City of Maple Grove and the BOARD throughout the term of this Agreement.

CATERER is responsible to file with the MGCC Manager a comprehensive general liability policy or a Certificate of Insurance on an occurrence basis, issued by an insurance company authorized to do business in Minnesota, shall include, but not limited to, the following minimum coverage:

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

- (1) The above minimum limits shall apply for an entity with a single location. For an entity with multiple locations, the minimum general and product aggregate limits shall be \$2,000,000. State your status as to whether you are a single or multiple location entity on the certificate of insurance.
- (2) Should the policy be canceled or not renewed for any cause prior to expiration date thereof, the issuing company shall mail a thirty (30) day written notice to the MGCC Manager, except such notice shall be ten (10) days for non-payment of premium.
- (3) The City of Maple Grove and the BOARD shall be named as an additional insured on the Certificate of Insurance.
- (4) Cancellation or expiration of an insurance policy or Certificate of Insurance required in this section and failure to provide another insurance policy or certificate of such

insurance shall be grounds for automatic termination of the agreement with the select exclusive caterer.

- (5) The policy shall be written by an insurance company having a Best's Key Rating Guide of A-VII, or as approved by the city's insurance agent.
- (6) The CATERER shall not commence work at the MGCC for a Catered Event until the CATERER has obtained the required insurance and filed an acceptable Certificate of Insurance with the MGCC Manager. Copies of insurance policies shall be submitted to the City of the Maple Grove and the BOARD upon request.

CATERER shall be licensed and bonded by the State of Minnesota, proof of which shall be provided to the MGCC Manager prior to performance of Catering Services under this Agreement.

CATERER shall provide the MGCC Manager with a copy of the current Health Department License and Certified Food Managers License during the term of this Agreement.

SECTION 13

GOALS, PRINCIPALS AND POLICIES

In connection with the exercise of this Agreement, CATERER shall act in a manner consistent with the BOARD's basic goals, principals and polices for the MGCC.

SECTION 14

GOOD FAITH

In the event that any agreement, approval, consent or other action or decision is permitted or is required hereunder, the parties shall act in good faith and in a reasonable manner in connection therewith.

SECTION 15

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.

SECTION 16

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SECTION 17

TERM

This Agreement shall commence on the Effective Date and remain in force until December 31, 2023 (hereinafter “**Term**”), unless earlier terminated as set forth herein. If the Term is not extended by agreement of the parties, the CATERER shall remain responsible for providing Catering Services to the rentals booked at MGCC for which they had committed to prior to the end of the Term.

The MGCC Manager and CATERER’s representative shall reasonably cooperate to resolve any breach of this Agreement. If the breach is not cured within thirty (30) days of notice being provided, either party may terminate this Agreement. 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 or 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.

SECTION 18

MISCELLANEOUS

This Agreement contains all the terms and conditions of this Agreement, and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations, or agreements, written or oral, not incorporated herein. If any part of this Agreement is declared null and void by law, the remaining paragraphs of this Agreement shall be valid.

All notices and other communication provided for in this Agreement shall be in writing and shall be personally delivered or sent by a reputable private commercial courier service or sent United States registered or certified mail, postage pre-paid, return receipt requested, to the Parties at the following addresses until such time as written notice of a change of address is delivered to the other party:

If to the BOARD:

Maple Grove Parks and Recreation Board
12951 Weaver Lake Road
Maple Grove, Minnesota, 55369
Attn: Community Center Manager

If to CATERER:

Business Lookout Catering/Bar & Grill
Address 8672 Pineview Lane North
City, State, Zip Maple Grove, MN 55369
Attention Mike Kinnan
Owner Mike Kinnan

The BOARD and CATERER agree to execute, acknowledge, and deliver all contracts, agreements, and other documents and take all actions necessary or desirable to comply with the provisions of this Agreement and the intent hereof.

This Agreement is governed by and is to be interpreted pursuant to the laws of the State of Minnesota. The BOARD and CATERER each consent to the personal jurisdiction of the District Court of Hennepin County, Minnesota, in any action, suit, or proceeding arising under this Agreement.

This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third parties are intended to or shall have any rights hereunder.

Any change to or modification of this Agreement must be in writing signed by both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The captions for each section of this Agreement are intended for convenience only and shall not be deemed to construe or limit in any manner this Agreement. This Agreement is separate and independent of any other document, agreement, or understanding of the parties. This Agreement constitutes the entire agreement of the parties with respect to the matters addressed herein.

If any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

Time is of the essence in the performance of the terms and conditions of this Agreement. The Recitals at the beginning of this Agreement are a material part of this Agreement and are incorporated herein.

CATERER understands and agrees that all of the data created, collected, received, stored, used, maintained, or disseminated by CATERER in performing its obligations under this Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as, amended, and that CATERER must comply with the requirements thereof as if it were a government entity. CATERER further understands and agrees that the remedies set forth in Minn. Stat. §13.08 apply to CATERER in connection with such requirements.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MAPLE GROVE PARKS AND RECREATION BOARD

By: Angie Dehn

Its: Community Center Manager


Date: _____

By: 

Its: Director

Date: 12.28.2022

CATERER

By: Miller Kinnaman 

Its: 

Date: 11-5-2022

By: _____

Its: _____

Date: _____