

FOOD SERVICE CONTRACT

This Contract for Food Services is made effective as of _____ ("Effective Date"), by and between _____ ("Client") of _____, and _____ ("Service Provider") of _____ (collectively the "**Parties.**").

Service Provider desires to provide Food Services to Client and Client desires to obtain such services from Service Provider.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

DESCRIPTION OF SERVICES. Beginning on _____, Service Provider will provide to Client the following services (collectively, the "Services"):
_____. The requested services will be completed at _____.

SERVICE RECIPIENT's Fee. In consideration of the services to be performed by the Service Provider, the Client agrees to compensate the Service Provider for the services rendered as follows: Service Provider 's fees for the Services specified in above, and for any additional services, will be charged at Service Provider 's standard rate of \$_____ per month. Any additional services not specified in above, will be charged to Client on an hourly rate basis at Service Provider 's standard hourly rate of \$_____ per hour.

TERM. This Contract will terminate automatically on the one year anniversary of Effective Date, unless agreed to in writing by the Parties.

FACILITIES AND EQUIPMENTS.

- A. The Client shall at its expense provide the Service Provider with suitable food service space (including adequate sanitary toilet facilities with such heat, refrigeration and utilities service as may be reasonably required for the efficient performance of this Contract.)
- B. The Client shall furnish building maintenance services for the premises and shall make all equipment repairs and replacement, and shall be responsible for compliance with all Federal, Provincial and local regulations.

MENUS. Service Provider shall provide quality, affordable food to the members, employees, tenants and visitors in the service location at a reasonable cost at such hours as the Client may from time to time determine. The Service Provider shall prepare food menus in consensus with the Client.

CLEANLINESS. Service Provider shall keep the areas of operation clean, clear of waste, paper, garbage, combustible materials and obstructions, and to not cause or permit any noises or odors which would constitute a nuisance to emanate from the areas of operation.

RETURN OF EQUIPMENT. Service Provider shall return to the Client at the expiration of this Contract the food service space and all equipment furnished by the Client in the condition in which received, except for ordinary wear and tear.

INSURANCE. Service Provider shall procure and maintain in full force and effect during the term of this Contract a general liability insurance policy in compliance with the minimum requirements of state law.

LICENSE FEES AND TAXES. Service Provider shall secure and pay for, all licenses and permits required for operation of the food service provided for hereunder, as well as pay all sales, excise or other business taxes attributable to the food service facilities herein. The costs of all such items shall be a direct cost of food service operation.

WORKERS COMPENSATION COMPLIANCE. Prior to execution of this Contract, Service Provider shall submit a certificate of good standing from the Workers Compensation Board to the Society and to provide additional certificates as often as is deemed necessary by the Client during the term of this Contract.

HEALTH DEPARTMENT COMPLIANCE.

- A. Service Provider shall work in compliance with county health department rules and regulations with regard to hygienic preparation and service of food.
- B. Service Provider shall cause all of its employees assigned to duty on the service location to submit to periodic health examinations at least as frequent and as stringent as required by law, and to submit satisfactory evidence of compliance with all health regulations to the Clients medical department upon request. The cost of such examinations shall be a direct cost of food service operation.

INDEMNIFICATION. Service Provider agrees to indemnify and hold Client harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Client that result from the acts or omissions of Service Provider and/or Service Provider's employees, agents, or representatives.

WARRANTY. Service Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Service Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Service Provider on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- A. The failure to make a required payment when due.
- B. The insolvency or bankruptcy of either party.
- C. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

D. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of _____.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE FIRST WRITTEN ABOVE.

[PLUMBER]

[CUSTOMER]

BY:
ITS:

BY:
ITS: