



## Caterer Policies and Procedures



**WESTERN SCIENCE CENTER  
2345 SEARL PARKWAY  
HEMET, CALIFORNIA 92543**

**FACILITIES USE  
POLICIES AND PROCEDURES**

**INTRODUCTION**

The Western Science Center (Western Center) encourages the use of its facilities to further its mission of education, research and as a museum destination. In supporting the mission, promoting outside use of the facilities assists the Western Center's commitment to introducing its exhibits and collections to new audiences in order to promote public awareness, membership and attendance growth. It is our policy that special events programs shall facilitate this commitment.

The Western Center will make designated spaces in the Western Science Center, classroom complex, and outside grounds available for reasonable private use by corporations, associations, institutions and organizations, both during and after public hours. The Western Center will enter into a Facilities Use Agreement with the corporate/private sponsor of the event, a Destination Management Company, an Event Planner or Meeting Planner, for the use of the facilities. These parties will herein be referred to as "Caterer."

Events will not be allowed that, in the judgment of the Western Center, could disrupt or conflict with the primary use of the buildings at the Western Center. The Western Center will review applications on a case-by-case basis for consistency with this policy. Such disruptive or conflicting use on the part of the Caterer would constitute grounds for cancellation of the event and forfeiture of any deposit fee remitted.

Events for minors (under 21 years of age) are coordinated and approved through the Marketing and Events Department.

**CATERING SERVICES**

To insure the security and cleanliness of the museum complex the Western Center only allows catering services on its portion of the campus that have been approved by the executive director or designee of the Western Center. Caterer will be given a list of the Western Center's preferred caterers. A caterer may be chosen from this list or the Caterer is free to choose his or her own caterer. The Events Department must approve all caterers not on the preferred catering list.

**Initial\_\_\_\_\_ 1**

Revision 3/09 st

## **Catering Policies and Procedures**

Caterers must secure a certificate of insurance naming the Western Center Foundation & Metropolitan Water Dist. Of Southern California, as additional insured and current health permit and business permit prior to the event.

### ***EVENT HOURS***

Normal hours for events at the Western Center are scheduled between eight (8) a.m. and ten (10) p.m. Events using the entire facility may be scheduled only after public hours unless special arrangements are made with the Executive Director or designee. Caterers are responsible to their client to supply them with the necessary set-up and tear-down time for the event, so that this time can be included in the client request for facility use.

If the Western Center cancels an event, the deposit will be return to the responsible party. The Western Center is not responsible for any other costs related to the event. Any cost identified by the caterer related to the event is the responsibility of the caterer and or their client.

### ***CANCELLATION OR RESCHEDULING***

An authorized official of the Western Center is empowered to cancel or reschedule the event at any time without liability for any reason beyond its control including but not limited to:

1. Fire or other calamity caused by nature.
2. Labor dispute.
3. Acts of governmental authorities, war or God.
4. Any other occurrences beyond the control of the Western Center.

In the event of such cancellation, caterer's will not be liable for payment of fees for canceled programs, nor will the Western Center have any further liability or obligations with regard to said canceled program.

It is the caterer's responsibility to observe and execute all the procedures and policies mentioned above and hereafter. Failure to comply will result in the forfeiture of all fees paid and the right to terminate the contract completely.

The Western Center also retains the right to revoke permission to use its facilities when, in its sole judgment, an event would jeopardize the facility or the safety of those attendees at the facility.

**Initial\_\_\_\_\_ 2**

## **Catering Policies and Procedures**

### ***CATERING LOGISTICS***

Use of the loading/unloading areas and prep kitchen must be approved by Marketing and Events Department.

All cooking must be done outside of the buildings in an area designated by the Events Department and it is the caterer's responsibility to clean and protect this area. All areas must be covered, where not grease, food particles etc. can reach the ground.

The Western Center reserves the right to disallow foods that may cause permanent stains or restrict use of the facility for the general public or subsequent events. The Events Department must approve all menus and a final menu must be submitted at least two (2) weeks before the event. If the Caterer fails to observe this rule, the Western Center has the right to deny the service of food items at the event.

### ***LIQUOR/BEVERAGE***

All bar services selling and/or providing liquor must have the appropriate licenses and the firm providing the service must have the appropriate insurance naming the Western Center Community Foundation, the Western Center and staff as additional insured. Bar service, other vendors or providers may only be used with the approval of the Marketing and Events Department of the Western Center.

### ***DUMPSTERS***

Caterer will not have access to the Western Center's dumpsters. **Caterers are responsible for removing all trash from the premises after an event.**

### ***SETUP AND BREAKDOWN***

Access for setup will be arranged at the discretion of the Western Center in consideration of its obligation to the general public and to safekeeping of the Western Center's building, facilities and exhibits.

The Western Center will not be responsible for any lost or stolen catering supplies, equipment or any other property of the caterer, subcontractor or Caterer.

It is required for the caterer to do a final walk-through with a member of the Marketing and Events Department to evaluate the condition of the rented area before they depart from the building.

Initial\_\_\_\_\_ 3

## **Catering Policies and Procedures**

### ***CLEANUP***

The Western Center must be returned to the condition in which it was found. Clean up and removal of refuse is the responsibility of caterer and/or caterer's subcontractors. All trash must be removed from the premises entirely. If any Western Center personnel determines that the caterer's cleaning and maintenance is inadequate to return the premises to its prior condition, special maintenance services will be contracted or performed by the Western Center and the resulting costs will be charged to the caterer.

### **LOAD-IN AND LOAD-OUT**

#### ***ACCESS***

Load-in and load-out are to be done at the times agreed upon in writing during the pre-event walk-through. Generally load-in will be done immediately prior to the event and load-out will be done immediately following the event, unless otherwise specified in writing. The Western Center does not accept deliveries on behalf of caterers.

The access for load-in is located at the parking lot and vehicles cannot be left unattended or parked under any circumstances. Vehicles must have commercial plates in order to use the yellow loading zone.

#### ***STORAGE***

The Western Center has no storage areas for events. Therefore, all deliveries and pick-ups must take place on the event date.

#### ***PARKING***

Use of the Western Center's parking lot is permitted for museum use and special event parking use as per agreement only. If the parking lot is needed for any special activity, setup or unusual hours, the Western Center must be notified in advance and approved.

### ***CLEAN-UP, MAINTENANCE AND DAMAGE***

Caterer is responsible for leaving the Western Center premises in the same condition as found. No equipment, décor, tables, chairs, debris or other materials may remain on site overnight after the event.

### **GENERAL POLICIES**

#### ***SMOKING***

All Western Center facilities have been designated non-smoking. No smoking is allowed on any part of the Western Center grounds or in/around any buildings.

### ***COMPLIANCE WITH CITY, STATE AND FEDERAL REGULATIONS***

Caterer must comply with all city, state and federal regulations. Caterer may not discriminate against any person or group of persons.

Initial\_\_\_\_\_4

Revision 3/17/09 st

## **Catering Policies and Procedures**

### **INSURANCE**

#### ***LIABILITY INSURANCE***

Caterers shall at their own expense procure and maintain, for so long as they use, occupy or furnish products or services on the Western Center space, liability and property damage insurance for protection against all liabilities related to the use or occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than \$1,000,000 per occurrence combined single limit.

The liability insurance shall consist of:

- 1) Commercial general liability insurance which must include but not be limited to contractual liability, broad form property damage, personal/advertising injury, products and completed operations, and liquor liability coverage; and
- 2) Commercial automobile liability insurance covering all owned, non-owned and hired autos.

All insurance required under this agreement shall:

- 1) Be issued by insurance companies approved to do business in the State of California having a financial rating of not less than A-VII as rated in the most recent edition of Best's Insurance Report.
- 2) Stipulate Caterer's and their subcontractors', vendors', suppliers' and caterers' commercial general liability insurance as primary insurance to and without right of contribution from similar insurance carried by the Western Center. Caterer's insurance must include a Waiver of Subrogation.
- 3) Contain an endorsement requiring thirty (30) days written notice by the insurance company to the Western Center before canceling, non-renewing or changing coverage, scope or amount of any policy.
- 4) Name Western Center and Center for Water Education as additional insured. The insurance required shall be evidenced by a certificate of insurance as set forth under the Facilities Use Agreement, and shall reflect Western Center as additional insured, and shall include wording that such insurance is primary and non-contributory and contains a waiver of subrogation endorsement. Additional Insured and Waiver of Subrogation endorsements shall be included with the certificate of insurance. This shall be submitted to the Western Center thirty (30) days prior to the date of use.
- 5) Stipulate Caterer's agreement to assume all responsibility for any injury to persons attending event or loss of their property. Caterer also agrees to assume responsibility for damage or theft to the museum and its exhibits or other contents by anyone attending said event, to the extent that any such occurrence is not caused by negligence, recklessness or willful conduct of Western Center staff.

#### ***WORKERS' COMPENSATION INSURANCE***

Caterer shall maintain evidence by certificate of workers' compensation insurance at statutory limits required in the State of California, and employer's liability insurance at no less than \$500,000 limits, providing benefits for employees and volunteers of the Caterer. The insurer must have a rating of A-VII or better by Best's Insurance Report. The certificate must be A) submitted by Caterer and Caterer to the Western Center thirty (30) days prior to the date of use, and B) stipulate the insurer will give the Western Center thirty (30) days written notice of cancellation or non-renewal of coverage.

Caterers are also required to provide certificates of insurance evidencing general liability and in the amount of \$1,000,000, product liability and workers' compensation coverage. Such evidence must be submitted by Caterer to the Western Center thirty (30) days prior to the date of use.

## Catering Policies and Procedures

Initial \_\_\_\_\_ 5

### Western Center Event/Facility Use Agreement Part 1

This Facilities Use Agreement ("Agreement") is entered by and between caterer (identity indicated below) and the Western Science Center (Western Center) with reference to the following:

- A. Caterer acknowledges receipt of and has reviewed the Western Center Caterer Policies and Procedures, including its attachments (the Policies and Procedures), which are incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Caterer and the Western Center agree as follows:

- Indemnification.** Caterer agrees to indemnify and hold the Western Center Community Foundation, Western Center and all its officers, board members and employees free and harmless from any loss, damage, liability, cost or expense (including attorney's fees) that may arise during such use or occupancy of the Western Center by Caterer, to injury to any person whatsoever happening on, in or about, or in connection with the Western Center while any facility is occupied or being used by Caterer except to the extent such injury, loss, damage, liability, cost or expense results from the willful misconduct or gross negligence of the Western Center, its officers, board members and employees. This Agreement is entered into on express condition that the Western Center, its officers, board members and employees shall not be liable for or suffer loss by reason of injury to persons or property from whatever cause which in any way may be connected with the use, condition or occupancy of this space by the Caterer, except as stated herein. The Western Center shall give Caterer prompt written notice on any claim, action or proceeding which could give rise to a right of indemnification under this Agreement. Notwithstanding such notice, the Western Center shall be entitled at its sole discretion either to defend or settle such claim, action or proceeding. The Western Center shall also be entitled to engage, at Caterer's expense, independent counsel to advise it with respect to any claim, action or proceeding which gives rise to a right of indemnification under this Agreement. Indemnification shall be made by Caterer within ten (10) days after receipt from the Western Center of notice describing the nature of the claim made and the amount of any loss, liability, damage, cost or expense. All such costs and expenses which are not paid when due shall, until paid, bear interest from such date at the rate of twelve percent per annum.
- Release and Waiver.** Caterer hereby assumes all risk of damage to property or injury to persons in or about the Western Center during Caterer's use or occupancy of the Western Center from any cause and hereby releases the Western Center and waives all claims against the Western Center for damages to the Caterer's personal property, for injury to the Caterer, or Caterer's agents, employees, invitees, associates, or contractors, in or about the property from any cause arising at any time, except to the extent such damage or injury results from the willful misconduct or gross negligence of the Western Center.

Initial \_\_\_\_\_ 6



3. **Certificates of Insurance.** Caterer shall, at no cost to the Western Center, provide the Western Center, no later than thirty (30) days before the event, with a certificate of insurance naming the Western Center as an additional insured and evidencing public liability, property damage and personal injury insurance for protection against any and all liabilities related to the use or occupancy of the space, and host liquor liability with a minimum combined single limit capability of not less than \$1,000,000 per occurrence. If any Caterers are involved in Caterer's use of the Western Center, Caterer must also submit Caterer's certificates of insurance.
5. **Cancellation.** Reservations and events may be canceled and paid fees may be retained as provided in the Policies and Procedures.
6. **Policies and Procedures.** Caterer hereby agrees to comply with the guidelines set forth in the Policies and Procedures and its attachments, all of which have been provided and Caterer acknowledges that failure to do so may result in cancellation of the event and forfeiture of fees paid.
7. **Attorney's Fees.** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial or appeal thereon, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred in good faith.
8. **Use.** Subject to the terms of the Policies and Procedures and this Agreement, the Western Center agrees to furnish the Western Center's facilities and Caterer engages the same as per the attached Event/Facility Usage Agreement:

### CATERER INFORMATION

1. **CATERER:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**The Western Science Center may terminate caterer's right to caterer on/in the Western Centers property without cause.**

Initial \_\_\_\_\_ 7

**SIGNATURE**

By: \_\_\_\_\_  
*Western Science Center*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 2345 Searl Parkway  
Hemet, California 92543

By: \_\_\_\_\_  
*Caterer Signature*

Name: \_\_\_\_\_  
*Please Print*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Company or Organization

***Please return to  
Western Science Center  
2345 Searl Parkway ♦ Hemet, California ♦ 92543  
♦ Phone 951-791-0033 ♦ Fax 951-791-0032***