Date of Signed Agreement:	



TWE CATERING VENDOR AGREEMENT FORM-2024

To ensure quality events & satisfied clients, any caterer coming into our venue must be approved in advance. If you are a new catering vendor, please complete this agreement BEFORE signing a contract/quoting a potential client. This agreement is valid for the current calendar year. If you are already on our approved list, we require this form to be filled out at the beginning of each year with updated COI and licenses. This agreement is not a contract of exclusivity; this just grants you privileges at our venue & you will be added to our approved vendor list.

NOTE: Clients who hire vendors who fail to comply with this Agreement will be fined \$250 per vendor.

Company DBA Name	Company Legal Name
Address	Office Phone Number
Website	Company Hashtag
Facebook @	Instagram @
Contact (1)	Job Title (1)
Phone (1)	Email (1)
Contact (2)	Job Title (2)
Phone (2)	Email (2)
Billing Contact Name:	Billing Email
Current COI Expiration Date:	License Expiration Date:

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Approval

- 1. We require our clients to seek catering services off our approved list only. These vendors work in our venue consistently and don't need to ask for approval regularly. Invitation to be a part of this list is given when our team determines that a caterer has gone above and beyond to provide exceptional customer service, food quality, and has demonstrated their ability to work well with our venue management team. TWE takes great pride in ensuring the quality of events that are hosted in our venue. We count on our supporting Vendors to provide exceptional service to our Clients, their guests and our staff. We do require the approval in advance of any vendor, whether paid or unpaid who will be conducting a service or providing goods in our venue.
- 2. Vendors who would like to book a Client's event must submit this Vendor Agreement BEFORE quoting or securing a contract with the Client. TWE will approve or deny the request within 10 business days of a completed application.
- 3. Vendor agrees to get back to clients in a responsible amount of time after initial inquiry (Ideally 24-48 hours at the most), not including weekends. It is the worst when we receive calls that our approved vendors are not returning phone calls, emails or inquiries from their respective websites. Please use out of office replies or direct them to where they can search menus or set up tastings on your website. Make it easy for you to win over the business!
- 4. TWE reserves the right to deny or exclude any caterer from working in our venue for any reason. Caterers who have been denied may not book future clients in our space. Caterer will work with all future clients in regards to deposits should they be denied access to the venue for breaking any of the terms or conditions lined out in this agreement. TWE can determine at any time to remove a caterer from access to the venue should we have multiple client or staff complaints about service or professionalism. We provide the approved vendor list to clients at the time of their site visit.
- 5. Vendors who have been approved must maintain a current COI on file with The West Events & 13435 Gulf Boulevard LLC additionally insured. Failure to keep a current COI will result in removal from our approved vendor list.

Catering Venue Fee

1. All catering will be subject to a 15% catering fee which goes towards the use of the following: The prep kitchen space, which includes a 3 compartment sink, water usage, refrigeration, power & water, ice machine, slim jim trash cans (please bring trash can spandex as needed), table use- guaranteed up to 3x 8ft catering tables and 2x 6ft tables, with prior arrangements made with the TWE venue manager, cleaning supplies post event, as well as normal wear and tear on the venue. Please do not send out quotes without knowledge of this catering fee. The 15% shall be on ALL food, beverage, service and rentals- before tax. This fee is subject

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- to change with reasonable notice (within 6 months of event date) and may need to be added to the client's final payment.
- 2. <u>BEO's need to be sent to TWE venue manager at least 7-10 days in advance</u> (or whenever it is finalized). Please email all finalized BEO's to <u>manager@thewesteventspace.com</u> or mail to our office at The West Events, 13443 Gulf Boulevard, Madeira Beach, FL 33708.
- 3. Caterer understands that The West Events is not the contracted client, and therefore is not responsible for making any deposits or payments to the vendors.
- 4. Wheeled Vendors: There is a \$150 fee for all vendors that wish to pull anything into our courtyard with wheels. This goes for ALL wheeled vendors including, but not limited to photobooths, ice cream carts, dessert bars, etc. The client is responsible for paying this fee to the venue. Please confirm that your client knows of this fee before booking with your business. If a wheeled vendor falls in the catering category, they may also be subject to the 15% catering fee (please confirm with TWE before sending out any quotes).
- 5. All catering fees must be sent to TWE office within 10 days post event to the following address. The West Events- 13443 Gulf Boulevard, Madeira Beach, FL 33708

Catering Responsibility

- 1. Caterer is in charge of linen drop, place settings, service, all table clean up and sweeping & mopping their catering area post event. <u>Caterers must have one staff member on site until the conclusion of the event to facilitate linens off and clean up.</u>
- 2. Again, caterers must have one staff member on site until the conclusion of the event to facilitate linens off and clean up. Please make arrangements for all events held at TWE.

TWE Bar Service

- 1. CB Lundy's is the exclusive bar service for The West Events. There are two exceptions to this:
 - a. Catering company refers a client to the venue. Caterer may then book the bar @ 20% fee.
 - b. Client already has catering and bar service secured with deposits paid and is changing venues.
- 2. No alcohol may be brought into the venue that is not dispensed by the contracted insured bartender (CB Lundy's) during the event time block, including during setup and open bar time.

Prep Kitchen & Service

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- 1. The prep kitchen space, which includes a 3 compartment sink, water usage, refrigeration, power & water, ice machine, slim jim trash cans (please bring trash can spandex as needed), table use- guaranteed up to 3x 8ft catering tables and 2x 6ft tables, with prior arrangements made with the TWE venue manager, cleaning supplies post event, as well as normal wear and tear on the venue.
- 2. Prep kitchen needs to be swept and mopped prior to departure and the fridge needs to be emptied and cleaned (fee up to \$200 may be charged to all caterers that do clean their work space).
- 3. Caterers may not cook anything indoors unless permission has been granted. A grill or fryer may be set up outdoors, and the caterer is responsible for providing a tent. Please gain approval by our TWE staff for any cooking on site.
- 4. No open flames are allowed with the exception of sternos. All candles should be in a container with at least a 2" lip.
- 5. We cannot open any earlier or stay later than the Client's contracted times. Please know your load in and strike times in advance. Again, all set-up and break-down must take place within the Client's contracted time. Overtime charges will be billed to the Client at the rate of \$250 every ½ hour.
- 6. Catering food may not be dropped off, unless prior arrangement has been made with The West Event staff.
- 7. A strike list will be issued the day of the event to all vendors.

Load-In & Load-Out, Parking

- 1. All workers must know where to park and enter the property. Please let all workers know the venue rules and regulations prior to their arrival. There's nothing worse than vendors showing up and circling the building or not knowing where to go due to lack of information prior to arrival.
- 2. Vendors may actively unload at the back door of the venue, next to the large logo in one of the loading zones. Do not take up more than 1 loading zone at a time. As soon as vendors are unloaded, please immediately move vehicles to the designated vendor parking areas (see parking map). Please plan accordingly and utilize a paid parking lot that is adjacent to the venue. Ex: If your company has 8-10 different workers coming in separate cars, they will need to be prepared to park in paid lots. We do not have enough parking for vendors as the main TWE parking lot needs to be for guests only. Under no circumstance should a vendor park in the main TWE parking lot.

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- 3. It is the discretion of the valet as to whether they are able to help vendors with parking. Their main priority is to park clients' guests' vehicles.
- 4. Vehicles parked in unauthorized spots will be ticketed or towed.
- 5. Doors may be propped open during load in, while any damage to doors, hinges, or walls will be the responsibility of the vendor.
- 6. All load-in should be completed at least 45 minutes before the event is scheduled to begin to clear the entrance for guests.
- 7. All vendors are required to check out with the TWE venue manager before they leave.
- 8. All vendors will park at their own risk.

Cooking Onsite & Tents

- If a catering company plans to cook outside of the building or to set up a mobile cooking station, a tent must be put up over the area. A tent wall must also be up to block guests from seeing into the tent.
- 2. If catering wishes to cook inside a trailer, please confirm the best location to do so prior to the event day.

Equipment

- The West Events cannot be held responsible for any theft or loss of any catering equipment, products or vehicles while on-site or in our parking areas. No equipment left on site post event.
- 2. Vendors should bring their own dollies and carts.
- 3. We do not have a place to store dollies or large equipment during an event, so please put any unnecessary items back in your vehicle after you have loaded them in.
- 4. TWE is not able to accept any deliveries or hold any items before or after the event. If you are receiving a rental order, we ask that you have a staff member on-site to accept it during the delivery time. If items are left after the venue has closed, we cannot guarantee when the venue will be open to pick them up. TWE reserves the right to charge an additional damage fee if large items are left behind that our staff has to remove in order to set up for the next event.

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Client Meetings

- 1. If a catering company acquires new lead staff, we highly recommend they come see the venue before any future events. Appointments can be arranged Tuesday-Friday for site visits by appointment only. Please email manager@thewesteventspace.com to set an appointment.
- With respect to TWE's event schedule and client contracts, the catering company agrees to
 refrain from bringing clients by without an appointment, or allowing uninvited guests to enter
 the venue for any kind of meeting or tasting during an event. Client meetings are allowed by
 appointment only.
- 3. Vendor should NOT schedule appointments or tours with other clients to take place while setting up or working another client's event. We do not allow outside guests in the building during someone else's event time, please do not invite anyone to "see your set-up" or view your services.

Garbage

- 1. Catering is responsible for removing all catering trash off premises once the venue dumpster is full. Should we have multiple events on a weekend, TWE may reserve the right to require catering and bar service to pack out their trash and not use the on site dumpster. DO NOT leave trash bags next to or beside the dumpster. If garbage is left inside the venue or outside of the dumpster, TWE may require an additional clean up fee.
- 2. NO DUMPING ice, food or anything into the alley or street. Please take any ice/water either into the courtyard to water the plants or walk to the shell lot to dump.
- 3. Do not drag trash bags to the dumpster. If bags are leaking, please take the entire trashcan to the dumpster so you do not leak all over the alley. Wash out the trash can prior to departure.
- 4. If catering staff empties the trash can, another bag must immediately be replaced.
- 5. Trash cans are provided by TWE for catering as well as initial trash bags. Caterers must bring additional trash bags and should account for the size of the event and venue. Please provide spandex for the slim boy trash cans when necessary.

Staff Behavior

1. Vendor's staff members should be dressed appropriately for the event.

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- Updated: 1.14.23
- 2. No alcoholic beverages or illegal drugs may be brought or consumed on-site by vendors (no exceptions).
- 3. Smoking is not permitted inside the venue nor on the grounds. Please do not allow your staff to stand outside the prep kitchen and smoke. They must walk down towards the parking lot if they need a smoke break.
- 4. The Vendor and any support staff should maintain a professional demeanor and avoid verbally or physically abusing or harassing TWE staff, venue guests, or other vendors. Using profane or sexual language directed towards any of our staff members, guests, or other vendors will result in removal from the vendor list and may be asked to refund future clients should vendor not be allowed back to the venue.

Room Flip

If the event will entail a room flip, please make sure to bring the necessary assistance to do so in a timely manner. TWE staff handles the initial room setup of tables and/or chairs. If a room needs to be flipped, the event planner will be responsible for tables/chairs and any decor setup. Catering will be responsible for any rentals that need to go on the table. The venue manager and/or TWE staff will not be available to help with the room flip, so make sure you have staff on site ready to help. Please review the planner's timeline to ensure they allocated enough time for the flip on the catering's behalf in order to handle linens, silverware or anything else that needs to be preset on the tables. Any additional time or overage will result in additional charges to the client at a rate of \$250 per ½ hour. Again, TWE will handle the initial room setup, while any same day changes can be made by the planner.

Safety

In order to maintain a safe facility free from injury or harm, we ask for vendor's cooperation with the following: If a vendor causes or sees a spill, no matter who caused it or what it is, please clean it up, and notify a TWE staff member. Vendors should clean up their own messes immediately after they are done with their project or when the spill occurs. TWE does not provide ladders. If you need to reach something high, please bring your own ladder. Any extension cords or wires MUST be secured with gaffing tape, NOT DUCT TAPE!! Loose cords are a safety hazard and will not be allowed.

Damage

1.	Caterer agrees to pay for any and all damage to the venue or venue property which may
	have been caused by catering staff, not limited to walls, doors, plumbing, catering tables
	provided by TWE. This also goes for theft/loss of venue chairs, tables, trash cans, equipment

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- etc. The caterer will be billed for any damages made by their staff, assistants, or subcontractors. All damages should be paid within ten (10) business days to avoid the charges being taken out of your Client's security/damage deposit. Failure to pay stated damages will result in removal from the approved list.
- 2. Caterers may not hang or affix anything to the brick, doors, walls, ceilings, floor or furniture without permission including tape, hooks, command strips, etc.

Insurance & Indemnification

- The Vendor must provide a Commercial General Liability Certificate of Insurance naming 13435 Gulf Blvd., LLC, and The West Events, LLC, as additional insureds.
 - For Caterers the minimum limits are \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - Certificates should be addressed as shown below:
 (*DO NOT mail certificates to this address- please email.)

13435 Gulf Blvd, LLC and The West Events, LLC 13435 Gulf Boulevard Madeira Beach, FL 33708

- All insurance certificates must be turned in at least 30 days prior to the event date.
- Your COI can be emailed to <u>officers@thewesteventspace.com</u> Any caterer or food provider should provide a copy of their licenses that is up to date each year naming TWE additionally insured.
- 2. Vendor agrees to indemnify, defend and hold The West Events, its parent company, employees and guests free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses and attorneys' fees asserted by any person or persons, including agents of employees of the Vendor or venue by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Vendor, its agents or employees, or the joint negligence of Vendor and any other entity as a consequence of its execution or performance of the agreement or sustained in or upon the premises. This indemnification shall survive the term of this agreement as long as any liability could be asserted.

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3. Additional Attachments Required
 Insurance Certificate If you haven't attached your insurance certificate when should we expect to receive it' Date:
☐ For Caterers/Food Providers: Please submit a copy of your valid License.
Social Media Use
 May we use photos of you or from you in social media and advertising? Credits are given. Yes No
Agreement
 I agree to adhere to the policies outlined in this agreement. I will share relevant policies with my staff so that they are informed. This agreement expires at the conclusion of this calendar year.
Vendor Print Name: Vendor: Signature:
Date:
Completed Agreement Forms, Certificates of Insurance and/or Applicable Licenses should be emailed in PDF format to: manager@thewesteventspace.com .

This form needs to be resubmitted each calendar year.

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