

## TWE DESSERT VENDOR AGREEMENT FORM- 2024

To ensure quality events & satisfied clients, any dessert vendor 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 @
Company Representative	Job Title
Phone	Email
Billing Contact	Billing Email

# **Approval**

1. We require our clients to seek dessert 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.

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- 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/flavors or set up tastings in person or mailed to them directly on your website. Make it easy for you to win over the business!
- 4. TWE reserves the right to deny or exclude any dessert vendor from working in our venue for any reason. Dessert vendors who have been denied may not book future clients in our space. Vendor 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.
- 6. Wheeled Vendors: There is a \$100 fee for all vendors that wish to pull anything into our courtyard with wheels. 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 will be subject to the 15% catering fee.

# 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. Under no circumstance should a vendor park in the main TWE parking lot.
- 3. Vehicles parked in unauthorized spots will be ticketed or towed.
- 4. Doors may be propped open during load in, while any damage to doors, hinges, or walls will be the responsibility of the vendor.
- 5. All load-in should be completed at least 45 minutes before the event is scheduled to begin to clear the entrance for guests.

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- 6. All vendors are required to check out with the TWE venue manager before they leave.
- 7. All vendors will park at their own risk.

### Equipment

- 1. The client's planner should send over a timeline and floorplan to the TWE venue manager within 7 days of the event date. TWE will need to indicate what size table the desserts will go on ahead of time for setup.
- 2. 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 events including dessert trays or cake stands. It is the responsibility of the client and/or planner to collect anything left post event if rental items need to be returned to the dessert company post event.
- 3. TWE is not able to accept any deliveries or hold any items before or after the event. 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.
- 4. Please be sure to bring a cake box or some sort of to-go box for leftover cake/desserts. No cardboard boxes allowed in TWE dumpsters.

### Staff Behavior

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

### Safety

In order to maintain a safe facility free from injury or harm, we ask for vendor's cooperation with the following:

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- Updated: 1.14.23
- 1. 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.
- 2. Vendors should clean up their own messes immediately after they are done with their project or when the spill occurs.
- 3. TWE does not provide ladders. If you need to reach something high, please bring your own ladder.
- 4. 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.

### Insurance & Indemnification

- 1. 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.

Dessert Vendor agrees to pay for any and all damage to the venue or venue property which may have been caused by their 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. etc. The dessert vendor 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. 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.

### Additional Attachments Required

- Insurance Certificate
  - If you haven't attached your insurance certificate when should we expect to receive it?

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Vendor: Signature:

TWE Signature:\_\_\_\_\_

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

Date:

Completed Agreement Forms, Certificates of Insurance and/or Applicable Licenses should be emailed in PDF format to: <a href="mailto:manager@thewesteventspace.com">manager@thewesteventspace.com</a>. This form needs to be resubmitted each calendar year.

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