

## **Covington Gardens Catering Contract**

### Agreement

In Consideration of any catering privileges granted by Covington Gardens to Caterer and as conditions precedent to any entry onto Covington Gardens property to conduct catering operations, the Caterer agrees to the following:

#### General

1. Caterer hereby agrees to defend, indemnify, and hold harmless Covington Gardens, its officers, directors, members, employees, and agents from and against any and all claims, demands, causes of action, damages, liabilities, judgments, loss, cost and expenses, including attorney's fees and expenses of investigation, which may be suffered or incurred, or which may be claimed or alleged by any person or entity, arising out of, based upon, or related to any injury or alleged injury, including death, of any person or property of Covington Gardens and its officers, directors, members, employees, agents, contractors, and sub-contractors, members of the public and patrons of the association, or other property of Covington Gardens arising out of the caterer's catering operation or its use or occupancy of Covington Gardens or such property.
2. Caterer shall not alter, add to, deface, repair, or change Covington Gardens facility or grounds in any manner.
3. Caterer agrees to **set reception chairs and help with the flip according to the layout** provided by planner and/or Covington Gardens representative. This is in the event of rain where the ceremony & reception happen under the tent on the Garden Pavilion. For moving chairs or if there is a space flip Covington Gardens **requires a minimum of 3 staff members designated to assist.**
4. Catering shall vacate immediately upon the conclusion of its duties after checking out with Venue Supervisor for an event. Covington Gardens facility shall be maintained by Caterer in as good condition as they were upon entry of Caterer therein.
5. Caterer agrees to pay upon demand for all damage or injury to Covington Gardens facility by caterer or by caterers employees, staff, or crew.
6. All charges to Covington Gardens clients must be disclosed prior to contract signing other than adjustments for head counts and food items.

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7. There will be an indoor prep site provided which will include a sink, counter space, refrigerator, ice maker and warming cabinets. If cooking onsite is required, the caterer understands this must be done outside in the vendor parking lot and that pop up tents to cover the outdoor space are their responsibility to bring if needed. If providing a plated meal, caterer is responsible to bring tables, tent, etc. for plating station. If caterer needs more space than prep kitchen allows, caterer should bring tables, tent, etc to create additional space in vendor parking lot.

8. Covington Gardens is not responsible for loss or damage of Caterers property.
9. Caterer must provide Covington Gardens with a copy of their catering license, health certificate, and liability insurance.

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10. Caterer agrees to pay Covington Gardens for each catering operation at the facility, a service fee equal to 10% of the total of all food and beverage charges or \$300 minimum (10% of the food and beverage cost) made to caterer's client, excluding tax and gratuity. The Caterer agrees to pay the service charge upon the conclusion of the contracted event. Caterer will not receive bill. Payment is due 30 days after event.

11. Caterer understands that Covington Gardens reserves the right to change and/or deny privileges to any person or entity whenever Covington Gardens deems it to be in its best interest or in the best interest of its users or patrons to do so. Caterer hereby waives any and all claims or causes of action against Covington Gardens based upon or arising out of any such denial of catering privileges.

12. Caterer agrees to present, act, and provide a consistent and dependable level of professionalism and quality service in association with the reputation and mission of Covington Gardens.

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13. Caterer will take all venue trash to the dumpster located in Covington Gardens gravel main parking lot. (caterer must provide trash bags for bussing and food disposal- 33 gallon bags)

14. Caterer understands that all rentals for the event must go through a professional insured rental company.

15. Caterers will return all areas and equipment to the same state of readiness and cleanliness as they were before the catering function began, including, but not limited to:

1. **Removal of all food and paper products from the floor in areas used, including service corridor and loading dock areas.**
2. **Taking out all trash in and around the reception area.**
3. **Covington Gardens can guarantee one large trash can for prep area and 4 reception trash cans. Any additional trash cans must be provided by the caterer.**

4. **Thorough cleaning of the staging area + indoor catering prep area, including but not limited to sweeping and mopping of The Garden Pavilion and catering space.**

5. **If using the main house kitchen for any reason, you must inform Covington Gardens at the Final Walkthrough meeting at the latest and it also must be left clean**

1. **Items in Covington Gardens kitchen are not for caterers use unless otherwise agreed upon.**
6. **Caterer will assist with tear down including, stripping linens from tables, breaking down and storing tables and chairs and rented items.**

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7. Bussing must take place in the designated catering space and rented plates and glassware must be stored back as they were found.

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8. Caterer must provide adequate staff to service the event. Our preference and recommendation is 1 server for every 25 guests. We also require all servers to be of legal age to serve alcohol if catering is providing alcohol.

16. **Caterer must provide trash bags for bussing and food disposal- 33 gallon trash bags**

17. Catering staff **must stay 1 hour after the event end time (exit of couple)** unless released by venue supervisor, which includes tear down and clean up. Caterers must check out with Covington Gardens venue supervisor before leaving the property to ensure all items were taken care of.

18. No overnight storage is allowed except when agreed upon by Covington Gardens

19. Caterer must notify Covington Gardens of any damages that may have occurred.

20. **No drinking** is allowed on property.

21. Smoking is discouraged on Covington Gardens property. However, Catering staff who choose to smoke must do so outside the kitchen area, behind the bathrooms, making sure that cigarette butts are not put out on the ground.

22. Catering will provide vendor meals to all vendors that is the same or equal to the meal that is being served to guests. No vendor meal boxes are allowed.

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23. Covington Gardens has a golf cart that is able to be used by catering to take trash from reception to dumpster on property. Catering & staff release all liability if any incident or accident happens while catering staff is driving the golf cart. Catering also accepts full liability of any damage done to golf cart by catering or staff driving the golf cart.

Couples Name & Wedding Date

Catering Company Name

Date

I agree to the terms and conditions of this contract.

First Name

Last Name

*Signature*