

# LEWISVILLE GRAND THEATER

## Vendor Information

### **Approved Caterer Application (non-alcohol)**

The Lewisville Grand Theater is currently accepting applications from catering companies to provide food and non-alcoholic beverage catering services at the Lewisville Grand Theater. Catering services may be provided for public and private events as requested by clients renting the Lewisville Grand Theater.

All catering companies must complete a catering application and be approved before on-site catering services can be provided at the Lewisville Grand Theater. Approval will be awarded once the catering company has met all of the requirements provided in the attached agreement. To be considered complete, an application must include: (1) a signed copy of the Approved Caterer Agreement; (2) valid proof of insurance that meets or exceeds the minimum coverage described in the Agreement; and (3) a list of catering references as described in the Agreement.

The Lewisville Grand Theater is a 40,000-square-foot public facility that opened January 2011. The Center features a black box theater with maximum capacity of 300; dance recital hall with maximum capacity of 250; outdoor courtyard with capacity of up to 700 depending on configuration; and a 2,400-square-foot art gallery. Catered events can be held in any of these spaces.

The Lewisville Grand Theater is suitable for hosting meetings, banquets, recitals, exhibits and other similar types of events. All venues adjoin a common-use lobby and have access to a catering prep kitchen, and a loading/receiving bay. All of these spaces are designed to support multiple events occurring at the same time in the various venues. It is anticipated that on many weekends there will be concurrent performances taking place with overlapping intermissions.

The nature of catered events varies and requires maximizing food and beverage services based on the designated area chosen by the client and approved by the Lewisville Grand Theater staff. The Lewisville Grand Theater sees up to 50,000 visitors annually. These visitors are participating in more than 300 public events and more than 200 private events, as well as classes and conventions.

Caterer applications received prior to December 31, 2019 will be valid through the end of the 2020 calendar year. All subsequent applications shall be approved for a period of 12 months. A new application will be required at the end of that period to continue Approved Caterer status.

Approved Caterers will be asked for a 50-word description of their services, plus contact information, which will be provided to Lewisville Grand Theater clients. Lewisville Grand Theater

staff will not recommend specific vendors from the list of approved caterers and will not be involved in hiring decisions made by Lewisville Grand Theater clients.

Approved Caterers must abide by all requirements as listed in the attached application. Caterers in violation of the catering agreement may be removed from the approved caterers list and not allowed to provide catering services in the future at the Lewisville Grand Theater.

For information regarding catering and alcohol service at the Lewisville Grand Theater, please contact either Denise Helbing at [972-219-8478](tel:972-219-8478) or Taylor Dupree at [972-219-8444](tel:972-219-8444).

**Completed applications, certificate of insurance, catering references, and any additional information related to an Approved Caterer application should be emailed, faxed or mailed to:**

**Lewisville Grand Theater**

**Attn: Taylor Dupree**

**P.O. Box 29902**

**Lewisville, TX 75029**

**[tdupree@cityoflewisville.com](mailto:tdupree@cityoflewisville.com)**

**972-219-8447 (fax)**

**APPLICATION CHECKLIST: (please initial each item if provided)**

- Signed copy of agreement
- Proof of liability insurance
- Food license/permit
- W-9

# LEWISVILLE GRAND THEATER

## APPROVED CATERER AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Lewisville, Texas (the "City") and \_\_\_\_\_ ("Caterer"), for the purpose of granting to Caterer the non-exclusive privilege to provide food service at Lewisville Grand Theater, 100 N. Charles St., Lewisville, Texas, through arrangements between the Caterer and the City or between the Caterer and clients of Lewisville Grand Theater.

1. **POLICY:** The City has established an open catering policy for certain events booked at Lewisville Grand Theater. By executing this Agreement, authorized caterers obtain the non-exclusive privilege to provide food and non-alcoholic beverages, and related catering services to the City and third-party users of Lewisville Grand Theater. In order to obtain and maintain catering privileges under this Agreement, a caterer must meet and continually comply with certain minimum standards required of authorized caterers. **Caterer must have appropriate food license and permits meeting all requirements of the state of Texas and City of Lewisville in order to provide food service. This permit must be on file in the Lewisville Grand Theater office.**

2. **NON-EXCLUSIVE GRANT OF CATERING PRIVILEGES:** For the consideration and subject to the terms, provisions and conditions set forth herein, City grants to Caterer the non-exclusive privilege to provide commercial catering services for events scheduled in Lewisville Grand Theater. This Agreement only places Caterer on a list of authorized caterers who may provide food and catering services for events scheduled; the City makes no representation or warranty that Caterer will obtain any business by virtue of this Agreement.

3. **FEES; RECORDS:** (a) **Caterer shall pay the City a gross sum equal to five percent (5%) of the total amount due Caterer from the user for each catered event held at Lewisville Grand Theater.** This includes all food, non-alcoholic beverages, equipment fees, pick-up orders/drop-offs, and service charges. Events in which the City or a department of the City is the client, using the facility for a purpose related to City operations, this commission fee shall be waived. In all other instances, the Caterer shall provide to the City, at the conclusion of the event on the day the event is held, a copy of the Caterer's final invoice to the user and the payment, in full, of the fee due to the City. Delinquent payments shall bear interest at the highest lawful rate of interest until paid. Also, catering privileges at Lewisville Grand Theater will be suspended until account has been made current.

(b) Caterer shall maintain accurate and complete books, records, and receipts for all food, beverages, goods and services provided by Caterer under this Agreement. Caterer shall maintain those records for not less than two (2) years following the date they were created. The City shall have the right to inspect, copy and audit Caterer's books, records, and receipts relative to services provided under this Agreement at any reasonable time during the term of this Agreement. In the event of a deficiency, Caterer shall be responsible for the cost of audit and shall pay the amount of the deficiency in full within ten (10) days after receipt of notice of the deficiency. Caterer may review and copy the audit report.

4. **USE OF FACILITIES; HEALTH PERMITS; AND COMPLIANCE WITH OPERATING RULES:** (a) Caterer acknowledges that its use of the Lewisville Grand Theater kitchen facility is for final assembly only and not for complete preparation of meals. Caterer shall not use the Lewisville Grand Theater kitchen facility or equipment for purposes other than those directly related to the event that Caterer is then serving. Caterer shall not use supplies, smallwares or other City-owned products at the Lewisville Grand Theater unless prior arrangements have been expressly made with the Lewisville Grand Theater staff representative. Requests for special arrangements (for example, use of equipment, special move-in times, etc.) must be submitted in writing by the Caterer no later than three (3) working days prior to the event.

(b) Kitchen facilities will be inspected by a Lewisville Grand Theater representative prior to use by Caterer and again at the conclusion of the event. A representative of Caterer shall be present during pre-inspection and closing inspection. Both parties shall sign inspection checklists following each of the inspections. Caterer is responsible for breakage, damage, misuse or loss of equipment.

(c) The Caterer shall not make any improvements, additions or alterations to the Lewisville Grand Theater of any nature without the prior written consent of the Lewisville Grand Theater manager. No signs, posters or advertising materials shall be placed within the Lewisville Grand Theater nor shall Caterer otherwise solicit business within the Lewisville Grand Theater without the written consent of the Lewisville Grand Theater manager.

(d) Unless the City is a party to the contract for catering services, the City shall not be liable for any default under any agreement between the Caterer and any user of the Lewisville Grand Theater in any nature whatsoever. The City will not attempt to resolve disputes between Caterer and a user of the Lewisville Grand Theater.

(e) All food and beverage service shall be conducted in strict compliance with the Code of Ordinances of the City, other applicable law, and all permit requirements of the City.

(f) Caterer shall comply in every respect with the operating rules governing the use and operation of the Lewisville Grand Theater, a copy of which is attached hereto as Exhibit "A." The operating rules may be changed from time-to-time without prior notice to Caterer provided that the City shall give a copy of the amended rules to Caterer as soon as practicable.

5. **INSURANCE; INDEMNITY:** (a) Caterer shall purchase and maintain in full force and effect during the term of this Agreement (including any renewal of this Agreement), at Contractor's sole expense, the types and amounts of insurance coverages listed below, together with the coverage provisions and endorsements as indicated in the attached Exhibit "B."

All policies of insurance shall be written with a company or companies approved by the Texas Department of Insurance to transact business in the State of Texas and acceptable to the City, whose acceptance will not be unreasonably withheld. All policies shall require not less than thirty (30) days written notice to the City of cancellation, non-renewal or material change.

Caterer shall provide the City with certificates of insurance evidencing the required insurance coverages and shall thereafter provide the City with certificates of current coverage upon the expiration or renewal of any insurance coverage. Upon a renewal of this Agreement, the City reserves the right to amend the foregoing insurance requirements or to require additional coverages and amounts as may be reasonably determined necessary by the City. Caterer is required to add the City of Lewisville as an additional insured to the policy. Certificate holder should read as follows:

*City of Lewisville TX, Its Officers, Officials, Employees and Volunteers  
151 West Church Street  
Lewisville, TX 75057*

(b) Caterer agrees to indemnify, defend and hold harmless the City of Lewisville, Texas and all of its present, future and former agents, employees, officials and representatives in their official, individual and representative capacities from and against any and all liability created by, arising from or in any manner relating to services performed, or goods provided, by Caterer. As used herein, the term "liability" includes, but is not limited to, any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal). The indemnity provided herein expressly includes any liability arising through the doctrine of strict or products liability, any liability arising under the constitutions of the United States or Texas, and any liability arising due to a default of the Caterer under an agreement for catering services. The indemnity provided herein also expressly extends to any liability caused by the negligence or other fault of any indemnified party to the extent, **BUT ONLY TO THE EXTENT**, that such liability arises from the selection, hiring, retention, supervision or control of Caterer, the workplace or materials provided to Caterer, or the acceptance of the services or goods performed or provided by Caterer.

6. EMPLOYMENT LAW: Caterer is required to adhere to all state and federal employment law, specifically detailed in Exhibit C.

7. TERM; TERMINATION: (a) **The term of this Agreement shall be for one (1) year from the Effective Date** (as defined below). Either party may terminate this Agreement, at will and without cause, by giving written notice of termination to the other party not less than 30 days prior to the date of termination; provided that, if Caterer terminates this Agreement, Caterer shall nonetheless honor all catering agreements for events booked by Caterer prior to the notice of termination. Notwithstanding anything else contained in this Agreement, in the event Caterer breaches a material provision of this Agreement, City may terminate this Agreement upon five (5) days written notice to Concessionaire.

(b) Caterer acknowledges that it is extremely important to the City that all catering activities conducted by Caterer strictly comply with all City ordinances, regulations, operating rules, permit requirements, and other applicable laws. Nothing contained in this Agreement shall limit the regulatory authority of the City to terminate the activities of Caterer for a violation of any City ordinance, regulation, operating rules, permit requirement, or other law and Caterer expressly agrees that any such violation shall entitle City to immediately terminate this Agreement without notice.

8. NO ASSIGNMENT. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

9. NOTICES. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

10. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

11. NO WAIVER. Either City or Caterer shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

12. GOVERNING LAW, VENUE. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Denton County, Texas and exclusive venue for any action arising out of this Agreement shall be in Denton County, Texas.

13. PARAGRAPH HEADINGS; CONSTRUCTION. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

14. BINDING EFFECT. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

15. GENDER. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

17. EXHIBITS. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

18. ENTIRE AGREEMENT. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally and no written modification of this Agreement shall be effective unless executed by both parties.

19. RELATIONSHIP OF PARTIES; NO THIRD-PARTY BENEFICIARIES. (a) Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership, joint venture, or employment, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party has the authority to enter into contracts or to assume any obligation for the other, nor to make warranties or representations on behalf of the other except in accordance with the express terms of this Agreement or as otherwise authorized in writing by the other. Except for the provisions of this Agreement relating to the indemnification of employees, agents and representatives of the City, there are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

(b) While engaged in carrying out and complying with the terms and conditions of this Agreement, Caterer is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an officer, employee, agent or representative of the City. Caterer shall not in any manner represent that Caterer is an officer, employee, agent or representative of the City. Caterer is and shall remain an independent contractor of the City with full, complete, and exclusive power and authority to direct, supervise, and control its employees, agents, and independent contractors, and to determine the method, manner and means of performing its obligations under this Agreement. The fact that City has the right to observe Caterer's work or to exercise other prerogatives under this Agreement or by its regulatory authority is not intended to and shall not affect the status of Caterer as an independent contractor.

20. FORCE MAJEURE. Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any party (other than the payment of money) is delayed or prevented as a result of circumstances that are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay.

**EXECUTED** on the dates indicated below but deemed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "Effective Date").

**CITY:**

**CATERER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ADDRESS FOR NOTICE:**

**CITY**

City of Lewisville  
Lewisville Grand Theater  
100 N Charles Street  
Lewisville, Texas 75057  
Telephone: 972.219.8446  
FAX: 972.219.8447

# **EXHIBIT A**

## **OPERATING RULES**

for

### **LEWISVILLE GRAND THEATER**

**CATERERS OPERATING AT THE LEWISVILLE GRAND THEATERS SHALL ABIDE BY THE FOLLOWING RULES AND PROCEDURES, EACH OF WHICH SHALL APPLY WITHOUT EXCEPTION UNLESS EXPRESSLY WAIVED BY THE LEWISVILLE GRAND THEATER MANAGER:**

(1) *Clean-Up.* Caterers shall:

- (a) Clean and sanitize all areas of the kitchen used by the Caterer in the preparation and service of food and beverages including, but not limited to, stoves, ovens, sinks, microwaves, portable warming carts, stationary warmers, shelving and counters.
- (b) Sweep and mop kitchen floors.
- (c) Clean all tables and work areas after each use, and at the close of business.
- (Note: Trash receptacles are provided by the Lewisville Grand Theater). Remove and dispose of all trash, waste and litter in and from the area(s) assigned or used by Caterer. During an event, Caterers shall continually clean and keep assigned areas free of trash and debris. Caterer shall empty and sanitize all garbage cans by removing and securing plastic liners. All garbage will be removed from the building and placed in the dumpsters located near the loading dock.
- (e) Remove all serving equipment, food items and other equipment and items furnished by Caterer at the conclusion of the event.
- (f) Make sure icemakers, refrigerators and dishwasher doors are tightly secured.
- (g) Turn off all appliances.
- (h) Remove all of Caterer's equipment, supplies, and materials except the rental items from a rental company. Those rental items left (including items like flowers, vases, and leftover cakes) must be placed in the appropriate storage area.
- (i) Ensure that no grease or other food items are poured into the sinks and drains at the Lewisville Grand Theater.
- (j) Keep all waste foods and Caterer supplies in closed containers until removed from the Lewisville Grand Theater during and after each event. (The Lewisville Grand Theater staff will be responsible for the removal of debris in areas not assigned or used by the Caterer).
- (k) Maintain on a continuing basis those sections of the receiving dock where food and beverages are delivered and return all pallets, storage containers, linens and other equipment to the Caterer's suppliers.

(2) *Supplies and Equipment:*

- (a) Caterers shall furnish all table top items necessary to serve the meal function, including but not limited to table linens, dishes, flatware, glasses, salt and pepper shakers, napkins and condiments as required by contract with the user.
- (b) All equipment rentals, supplies, and materials must come through the kitchen door loading area and not through the front doors of the Lewisville Grand Theater.



(c) Caterers shall not remove or move any of the City's equipment, furnishings or property without the prior written consent of the Lewisville Grand Theater manager. Anything that is moved must be put back into original position after the event.

1. *Operations:*

(a) Catering personnel have the option of being on or off premises throughout the catered event. If caterer is on the premises, it is their responsibility to ensure quality control, food safety, and clean-up after the event.

a. If the caterer is not present during or at the end of the event, the Renter is responsible for clean-up of the space.

(b) Regular arrival time is one hour before the scheduled event. If additional time is needed, it must be approved at least two weeks in advance with the Lewisville Grand Theater supervisor. Catering personnel will be allowed in the facility only during the catered event, and for a reasonable time prior to and following events, and only for the purpose of conducting catering operations.

(c) If ice chests or portable containers are used, they must be kept in the kitchen area, or in areas pre-approved by Lewisville Grand Theater staff.

(d) No open flames are allowed. (sternos are acceptable)

(e) Caterers shall employ the necessary skilled personnel before, during and after each event as needed to provide necessary services including, but not limited to, set up and dismantling of any equipment and furnishings necessary to provide the catering operations under the Caterer's contract with the user.

(f) **Caterers shall not park any vehicle at the Lewisville Grand Theater's receiving dock except for immediate loading and unloading. Catering staff shall not park in guest parking areas adjacent to Lewisville Grand Theater. Catering staff parking is available behind the Lewisville Grand Theater near the loading dock and in the east city hall parking lot on Church Street.**

(g) The City reserves the right, for reasonable cause, to deny entry to, and to require the removal of, any person employed by or under the direction of the Caterer.

(h) Caterers shall keep and maintain accurate records of the names and addresses of its employees and contractors working at Lewisville Grand Theater, including the date of employment and the date of termination.

(i) Employees and contractors of the Caterer may be required, upon the Lewisville Grand Theater manager's request, to wear an identification badge to be furnished by the Caterer at the Caterer's expense.

Due to the high level of interaction with users and other patrons of Lewisville Grand Theater, Caterer's supervisors must be able to speak and read the English language. All of Caterer's employees dealing with the public should be able to speak the English language.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS** **LESSEES (NO AUTO RISKS) AND SPECIAL EVENTS**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

#### **• MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

#### **B. MINIMUM LIMITS OF INSURANCE**

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

#### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City.

#### **D. OTHER INSURANCE PROVISIONS**

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
  - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured.
  - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.

**2. Waiver of Subrogation – All Coverages**

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

**3. Notice of Cancellation**

Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. FOOD AND/OR LIQUOR COVERAGE**

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

**H. SPECIAL EVENTS**

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

**I. HOLD HARMLESS AND INDEMNIFICATION**

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR

BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

## **EXHIBIT C**

### **CITY OF LEWISVILLE PURCHASING DIVISION ADDITIONAL TERMS**

#### **ANTI-LOBBYING PROVISION**

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

#### **LAWS AND ORDINANCES**

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

#### **PROTECTION OF RESIDENT WORKERS**

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

#### **IMMIGRATION REFORM AND CONTROL ACT**

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the

Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

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Contractor Name

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Authorized Signature

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Date