

NASA EXCHANGE - JSC

National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Pkwy.
Houston, Texas 77058

CATERER'S AGREEMENT No. 2015

This agreement is made by and between the NASA Exchange - JSC (Starport) and _____ (Caterer) regarding special events held at the Gilruth Center, located at 2101 NASA Pkwy, Houston TX, 77058. The Exchange, a non-appropriated fund instrumentality, operates the Gilruth Center at NASA Johnson Space Center for the benefit of NASA employees. It is critical that the premises be used responsibly and that the caterer complies with the following rules.

1. Caterer will provide the Facility Scheduler with a signed copy of this agreement, a valid Houston food service permit, and proof of liability insurance. The Caterer is responsible for maintaining all updates on record with the Exchange.
2. During the event planning process, the Caterer will coordinate all facility related details for catering services with the Facility Scheduler.
3. CulinArt, Inc. holds the beer & wine permit for Johnson Space Center, including the Gilruth Center. All beer & wine must be purchased from CulinArt. Mixed beverages are not allowed at the Gilruth Center.
4. On the day of the event, the Caterer agrees to:
 - a. Provide all necessary personnel, food, drinks, linens, paper goods, tableware, flowers, and extra furnishings as contracted by the Customer.
 - b. Ensure that all catering personnel for the event will abide by Gilruth Center Usage Policies (Appendix A).
 - c. Prepare food at their store location and transport it to the Gilruth Center. All cooking shall be completed offsite.
 - d. Use the kitchen only for the following uses:
 - i. Staging area for assembling prepared foods
 - ii. Final preparations prior to serving
 - iii. Supply of water
 - iv. A place for disposing of liquid and food waste
 - v. Use of ice machines
 - e. At the conclusion of a drop off catering service, return the kitchen to the condition in which it was provided and carry any garbage bags from the kitchen out to the dumpster before the caterer leaves.
 - f. For drop off catering, tableware, serving containers and utensils must be disposable.
 - g. At the conclusion of a full service event, leave the facility in the condition in which it was provided. All trash associated with the food service must be picked up and removed to the dumpster in the parking lot. All table coverings, decorations, leftover food, equipment, extra furnishings, and kitchenware provided by Customers, Caterers, or rented from outside sources must be removed.
 - h. Caterer will be charged a fee of \$50.00 for Starport staff to clean kitchen if not left in the condition in which it was provided.
 - i. Coordinate acceptance of all deliveries directly with the Customer. Starport will not be responsible for acceptance of deliveries.

Starport will post the caterer's contact information and menu on the Starport web page and the Facility Scheduler will provide contact information to any customer requesting catering.

In order to support our customers, Starport would like the following information for our web page:

- The company name and logo
- Contact information for customers to order catering (phone and email)
- A link for online ordering of catering if one exists
- A link to an online menu. If the caterer does not have an online menu, then the Caterer will need to provide Starport with an up to date PDF menu and it will be the Caterer's responsibility for ensuring Starport has been provided the most up to date menu.

5. COMPENSATION: All compensation is negotiated strictly between the Customer and Caterer.

6. INDEMNIFICATION: The Caterer and any of its agents, representatives, or employees shall indemnify and hold harmless the United States, its agents and instrumentalities (including the Exchange), and representatives, officers and employees thereof from any and all claims, demands, actions, debts, liabilities, judgments, and costs arising out of, claimed on account of, or in any manner predicated upon the loss of or damage to property, or injury to, or death of any person(s), in any manner caused or contributed to by any act or omission of the Caterer or its agents, representatives, or employees.

7. TERMINATION: Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. Furthermore, Starport reserves the right to terminate this agreement at any time upon the Contractor's failure to comply with the terms and intent of this contract, Appendix A, or the responsibilities described herein or if it is otherwise in the best interest of Starport to discontinue the agreement.

Caterer/Company Name (please print) _____

Caterer Signature

Date

Address

City State Zip

Work Phone / Alternate Phone

Email Address

Robert D. Banfield
Exchange Operations Manager

Date

APPENDIX A – GILRUTH USAGE POLICIES FOR CATERERS

The Gilruth Center is officially part of the NASA - Johnson Space Center. It is located on federal property and is considered a federal facility. All rules, regulations and policies of a federal facility apply to the Gilruth Center facility, both indoor and outdoor premises. Specific policies related to Gilruth Center use are established by federal regulation, Center policy and additional policies and guidelines established by the Starport/NASA Exchange Council.

This is an abbreviated list of facility usage policies for caterers.

UNALLOWABLE USES OF THE GILRUTH CENTER

- No group or individual may use the facility for events that are a threat to the safety of the clients or property. Weapons are strictly prohibited on Federal property.
- Starport Management reserves the right to determine if a specific usage of the Gilruth Center is appropriate.

DELIVERIES

- All catering, floral arrangements, decorations and other materials brought in by the client, or any vendor of the client, may not be stored or set-up in any unreserved area of the Gilruth Center.

CLEAN-UP

- Starport does not assume any responsibility for items left by the client or the client's vendors.

SMOKING

- The Gilruth Center facility (interior) is designated as non-smoking facility. Smoking is not permitted in courtyards and within 25 feet of doorways, entries, operable windows, and outdoor air intake ducts.

DÉCOR AND SIGNAGE

- Lighted candles are not permitted.
- Decorations must not necessitate the moving of any fixed or large assets in the facility.
- Hanging large signs or decorations outside of the facility or outside of the rented area (room or pavilion) is not permitted without prior approval.
- Hanging of signs on furniture and walls is not permitted inside the Gilruth Center.
- If signs are approved, they must be displayed on easels and not adhered to or taped to doors, walls or furniture.
- The use of double back tape, staples, nails, or any other adherence material that may damage surfaces is strictly prohibited.
- Use of decorative glitter or crystals is not allowed because they are difficult to clean

Code of Conduct

Participants and visitors must adhere to the following:

- Act with courtesy and professionalism at all times.
- Comply with requests and direction from Starport staff, officials, instructors, and facilitators who are acting in the performance of their duties.

Participants and visitors must refrain from:

- Aggressive behavior in any form, including physical abuse, verbal abuse, threats, intimidation, harassment, coercion and/or conduct which threatens or endangers the health or safety of any person.
- Rude or argumentative behavior with staff, officials, and instructors or other participants or visitors.
- Lewd, obscene or indecent conduct or expression, including profanity, or offensive remarks.

NON-COMPLIANCE

- The Gilruth Center management reserves the right to deny use or continued use of the facilities to any person or organization not complying with these policies and procedures.

EMERGENCY PROCEDURES

- The Gilruth Center requires patrons to be safety-minded while at the facility. In case of any type of emergency, please call (281) 483-3333. If there is an alarm or other evidence of fire or smoke, all guests must evacuate the building immediately.