



**APPLICATION AND AGREEMENT FOR ALTERNATE FOOD PROVIDER –
NON-CATERED EVENT**

*(For e.g. fundraisers such as bake sales, popcorn, baked potato sale,
potluck meals, casual gatherings, etc.)
(hereinafter called the “Application”)*

Preamble

Lakehead University’s Office of Food and Conference Services (“FCS”) has overall responsibility for all service of foods and beverages on Lakehead University’s Thunder Bay and Orillia campuses excluding the Outpost and The Study, and has contracts for this service with private caterers (“University Caterers”). While FCS recommends that the University Caterers’ services be used, and requires that the University Caterers be granted the opportunity to bid on all on-campus food service requests, nevertheless, to the extent permitted by the University Caterer contracts, FCS is prepared to consider the provision of food and non-alcoholic beverages from sources other than the University Caterers for non-catered events, on condition that the organization/group (the “Organization”) seeking alternate food and beverage sourcing agrees to and satisfies all of the following terms and conditions:

**TO THE BOARD OF GOVERNORS OF LAKEHEAD UNIVERSITY (hereinafter called the “University”)
AND FCS:**

I. INFORMATION ABOUT THE ORGANIZATION, REPRESENTATIVE, AND EVENT:

Name of Organization:	Name of Organization’s Official, Authorized Representative signing this Application (the “Representative”):
Representative’s Telephone Number:	Representative’s Email Address:
Name of Event (the “Event”):	Event Location:
Event Date:	Event Time:
1) a) Who will be providing food and beverages for the Event? Name of Individual:	Contact’s Telephone Number:
b) Who will deliver the food and beverages to the Event Site:	

(2) Describe the range of food and beverages to be supplied:
(3) Describe measures to protect individuals with dietary restrictions and food/drink allergies of any kind:
(4) Describe safety precautions concerning food and beverage freshness, storage, and service (including, if applicable, mitigation of risks related to service/reception of hot food/drink):
(5) Describe how food and beverages will be presented and accessed at the Event:
(6) Additional Comments:

II. TERMS AND CONDITIONS:

The Organization understands and agrees as follows:

- (1) That permission to source food and non-alcoholic beverages outside the University Caterers at Events lies in the sole discretion of FCS, and that FCS may approve or reject this Application as it sees fit – without necessity of providing reasons for the decision.
- (2) When requested by FCS, that a signed risk assessment, including sufficient details about risk management, for the Event must be attached to this Application. FCS shall review the risk assessment in a timely manner and inform the Organization of any changes in risk management that need to be made. The Application as a whole cannot be approved until FCS has approved the Organization's risk assessment and risk management.
- (3) That the Organization shall require its members, agents, volunteers, and guest to comply, with respect to the Event, with all applicable University policies and regulations, including but not limited to those concerning health and safety, smoking, use of alcohol and/or cannabis, parking, commercial activities, and space utilization, and to comply with all instructions by the University's Security Services. The Organization understands and agrees that any failure in compliance may result in the immediate cancellation of the Event without compensation, and that the Organization shall be solely responsible for satisfying any resultant claims made by any third party.
- (4) The Organization shall assume full responsibility for ensuring that the food which it serves has been properly prepared and, when necessary, stored or refrigerated in accordance with all applicable municipal, provincial and federal health and safety laws, by-laws, and regulations concerning food storage, freshness, preparation, and service, and failure to comply with any of the said laws, by-laws, and regulations shall be solely the Organization's fault.
- (5) If the Organization or its parent body holds liability insurance, the Organization shall provide the University with a certificate of liability insurance for a minimum coverage of \$2,000,000 per occurrence, including personal injury, death or property damage, with respect to the Event, with the University identified as an additional insured;
- (6) The Organization, including all its officers and members, shall indemnify and hold harmless the University, its directors, officers, employees, students, agents, independent contractors and volunteers against all fines, penalties, actions, causes of actions, suits, claims, demands, judgments, costs, damage and damages of any kind whatsoever, including reasonable legal fees which may be charged to the University, arising from the breach of the Organization's obligations under this Application or as the direct or indirect result of any act

or omission of the Organization with respect to the Event or of those persons authorized to act on behalf of the Organization.

- (7) That no eating, drinking, serving or cooking utensils, dishes, or cooking ware will be provided by the University or University Caterer for the Event.
- (8) That the University alone holds the permit to serve alcohol on campus exclusive of the Outpost and The Study and that, accordingly, all alcoholic beverages associated with the Event must be arranged through FCS and will be administered through a University Caterer.
- (9) That the Organization is fully responsible for cleaning the Event venue at the end of the Event. Should the venue require additional cleaning, the Organization will be charged the full cost of the cleaning. A suspension of the Organization's booking privileges may also result from a failure properly to clean the venue upon the conclusion of the Event.
- (10) That any extraordinary set up costs associated with the Event will be charged back to the Organization.
- (11) That the Organization is responsible for full, timely payment to the University of all fees and operational costs for the Event, including but not limited to costs for cleaning, set-up, access control, and grounds expenses, as detailed in the University's invoice for the Event.
- (12) That the Organization shall be responsible for reimbursement to the University in full for any damage, reasonable wear and tear excepted, that the Organization's members, agents, contractors, or guests cause to University property, as detailed in an invoice provided by the University to the Organization should such damage occur.
- (13) That this Application and associated documents must be submitted to the Conference Services Office in Thunder Bay or Orillia Campus, and arrangements for all services to be provided by the University in relation to the Event must be completed, no later than ten (10) business days prior to the date of the Event, and that the said services must be coordinated through FCS. For clarification, this deadline does not apply to changes to the Organization's risk assessment mandated by FCS.

THROUGH THE SIGNATURE BELOW OF ITS REPRESENTATIVE, THE ORGANIZATION CONFIRMS THAT IT APPROVES OF AND AGREES TO ALL TERMS, CONDITIONS, AND REPRESENTATIONS IN THIS APPLICATION, AND CERTIFIES THAT, IF THIS APPLICATION IS APPROVED BY FCS, THE ORGANIZATION SHALL BE BOUND BY ALL THE APPLICATION'S TERMS, CONDITIONS, AND REPRESENTATIONS.

Signature of Representative:	Date of Signature:
FCS Signature of Approval:	Date of FCS Approval:

Personal Information is collected on this Application under the authority of *The Lakehead University Act, 1965*. Information on this Application and in all documents attached to this Application will be used and disclosed only to the extent necessary to review the Application, to support the Event if the Application is approved, and to uphold and defend the University's interests, and only as may be permitted or required by law, and will be kept otherwise strictly confidential. Questions on this collection may be directed to: Director, Food & Conference Services, Lakehead University, 955 Oliver Road, Thunder Bay, Ontario P7B 5E1; telephone: (807) 343-8799.