



## **Iron Fish Distillery Outside Catering Agreement**

Iron Fish Distillery does not provide catering services. We do allow our clients to use outside caterers.

We do have a preferred vendor list. You are welcome to choose a caterer that is not on that list. However, if you choose a caterer that is not on our preferred vendor list then you must arrange for the caterer to come to one of your scheduled event planning meetings. If you have any questions, please contact Clare Sanshie at (231) 329-1995 or email [Clare@IronFishDistillery.com](mailto:Clare@IronFishDistillery.com).

### **Catering Requirements**

#### **Food Service**

Catering staff must arrive at the event sufficiently early to properly set up the event and stay at the venue while food is being served and cleared. All tables must be bussed of food prior to departure. All food related trash must be removed from the venue at the end of the Caterer's shift. There is a dumpster IFD makes available for this purpose.

#### **Prep Area/Equipment**

Since we do not have a commercial kitchen available to our Caterers, food must be brought in fully cooked. You are able to bring in grills and cook on your grill a safe distance from buildings on IFD's property and fully extinguish when you leave. A prep area will be designated adjacent to the event dependent on which space is being used for the event. Please make sure you bring extension cords if you have equipment that needs to be plugged in. Extension cords should be 30 to 40 ft in length. We do not allow canned sternos to be used in our Barn venue due to the fire danger they pose, so please plan accordingly.

#### **Staffing**

Staff must be professionally and consistently dressed in uniforms, preferably with the caterer's logo and act professionally while catering. Sufficient staff must be provided for each event by the caterer to ensure the event is run smoothly, and all items contracted for can be delivered.

#### **Insurance & Licensing**

Caterers will provide a copy of their current catering license annually. Additionally, the caterer will provide necessary generally liability insurance certificates and workman's compensation information annually.

#### **Set Up**

Set up and access to the venue may begin six (2) hours prior to event start time. Please confirm your arrival time with the event manager a week prior to the event you will be catering.

### **Parking**

You may park a catering vehicle in the lot between the Farmhouse and Barn venue. Any additional cars will need to be parked in our event lot across the street so as not to block the circular drive used to access these buildings. Parking in proximity to other non-Barn event spaces will also be provided for one catering vehicle.

### **China/Glassware**

All china and glassware must be removed from the venue at the end of the night. Any cleaning of the china or glassware must be done outside of the venue as we do not have a kitchen or space for this. Please make sure to schedule a time with the event manager for any rental event equipment or supplies drop offs and pickups including set up of any catering tent.

### **Water Table Service**

Iron Fish Distillery will provide two (2) water stations at the bar. We do not provide water table service. It is your responsibility to replenish water pitchers or glasses for guests. The Barn does not have running water, so please plan accordingly.

### **Items Provided by the Venue**

- Up to four (1) 8-foot rectangular tables for buffet set up and prep area depending on whether some of these tables are being used by the Lessee for dining. Please let the event manager know prior to the event date how many tables you will need and plan to bring.
- Four (1) large trash cans/recycle bins with liners.

### **What is Required of the Caterer**

- Please provide the event manager with the name and phone number of the person who will be the point of contact onsite during the event.
- Caterer must supply full length table linens for buffet/serving tables unless the Lessee has made other arrangements.
- We do not allow any food to be left overnight. Anything left behind will be thrown away during clean up.
- Trash removal at the end of the event. There will be a \$75 fee if any trash is left and will be deducted from your damage deposit.
- Please check in with the event manager prior to leaving for the night.

### **Indemnification**

Caterer agrees to indemnify, defend, and hold harmless IFD, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or

otherwise, of the Caterer, its employees, subcontractors, sublicenses, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its space and/or the use of The IFD's premises.

### **Operating Standards**

IFD is a smoke free property and compliant with SERV Safe protocols, hand washing and sanitation. Caterer commits to complying with these protocols while on IFD property. Caterer hereby warrants that Caterer and each of its employees and subcontractors is eighteen (18) years of age or older.

### **Limitation of Liability**

In no event shall IFD its affiliates, members, employees, agents, representatives, successors, or assignees be liable to the Caterer and/or its affiliates and/or respective managers, members, officers, employees, agents, representatives or customers (collectively IFD) for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to Caterer's property, furnishings, equipment and merchandise that Caterer may incur arising out of Caterer's operations at IFD, whether caused by the negligence of IFD or otherwise. IFD shall not carry insurance covering any such property theft, loss or damage and Caterer shall be solely responsible for carrying its own insurance or otherwise accept the risk of any such theft, loss or damage. In furtherance of the foregoing, in no event shall IFD be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent Caterer maintains any claim against IFD, Caterer shall look solely to IFD's leasehold interest in IFD's premises and the proceeds thereof for the recovery of any judgment against IFD, and no other property or assets of IFD shall be subject to levy, execution or other enforcement procedure for the satisfaction of Caterer's remedies under or with respect to this Agreement. In no event shall IFD be liable to Caterer or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

### **Video and Photography Release**

Caterer hereby grants to IFD the irrevocable and unlimited right and permission to use photographs and/or video recordings of Caterer and Caterer's intellectual property and Caterer's property on each of IFD's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Caterer.

Caterer hereby releases, acquits and forever discharges IFD from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation. Caterer will not include/use IFD in its social media platforms for advertisement or promotional benefit without the express written permission of IFD.

### **Miscellaneous**

This Agreement constitutes the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement. This Agreement may only be modified by a written agreement that is signed by both Parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement may not be assigned to a third Party without the written consent of IFD.

This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Michigan without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of any State or Federal Court sitting in Manistee County, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

**Termination:**

Either party for any reason may terminate this contract with written notice. However, the Caterer will be responsible for delivery of catering services for any lessees of IFD event venues where catering commitments have been made by Caterer and Caterer will be responsible for payment of referral fees to IFD for those events.

Please sign below acknowledging that you have read and understand the referral and catering requirements outlined above.

Caterer \_\_\_\_\_

Owner's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Iron Fish Distillery

Partner's Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_