

# DINING SERVICES

AT BRYN MAWR COLLEGE

## Insurance and Indemnification Agreement

The undersigned (“the Caterer”) having been granted permission to conduct an event on the campus of Bryn Mawr College and to provide the food and food service for that event, hereby agrees as follows:

1. The Caterer will indemnify and hold harmless the College, its trustees, officers, and employees from any and all claims, suits, actions and liability of any character, arising or alleged to arise, out of injuries or damages sustained by any person, persons or property on account of or in consequence of the Caterer’s act or omission, neglect or misconduct, or in violation of any law, ordinance or regulation, which was caused to occur during the Caterer’s use of the College’s facilities.
2. The Caterer will obtain and keep in force, at its sole cost and expense, insurance coverages for general liability, product liability, automobile liability, and such additional perils as the College may require, to an amount of no less than \$1,000,000, and in which the College is an additional named insured. The Caterer will also obtain and keep in force, at its sole cost and expense, worker’s compensation insurance for each of its employees. The Caterer shall, before the event, provide evidence of such insurance coverage to the Office of Dining Services.
3. The College shall not be liable to the Caterer or the Caterer’s staff or guests for any personal injury incurred by them while on campus or for any property belonging to them which may be lost, stolen or damaged while on campus, and any-and-all claims for such injuries or damages are waived and are to be governed under the provisions of paragraph 1 of this Agreement.
4. For any non-resident of Pennsylvania, the College may need to withhold Pennsylvania Personal Income Tax (PA Act 43). You understand that you are responsible for paying all other taxes owed for income you receive from this Agreement, since the College will not withhold any such taxes for you. You also acknowledge and understand that you are an independent contractor in your dealings with the College.
5. Caterer understands that for any in-person services Caterer must comply with all of the College’s health and safety policies and protocols, including but not limited to all those that are COVID-related. Any violation of this provision will be considered a breach of this Agreement, Caterer will be required to leave the College’s campus immediately, and Caterer will not be paid.

\_\_\_\_\_  
Date of Event

\_\_\_\_\_  
Event Location

\_\_\_\_\_  
Name of Caterer

\_\_\_\_\_  
Official Representative of Caterer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dining Services Administration

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office of the Chief Administrative Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date