These Catering Service Terms and Conditions consist of Articles 1 thru 22, inclusive, which expressly state the terms agreed between the parties and all attachments expressly made a part hereof (“the Agreement”).

1. **Responsibilities.** The Supplier agrees to comply with any and all applicable laws, rules, regulations and policies of UCSD and Supplier.

2. **Termination.** UCSD may by written notice terminate this Agreement for the Supplier’s default, in whole or in part, at any time, if the Supplier refuses or fails to comply with the provisions of this Agreement and does not cure such failure within a period of time stated in the notice or any written extension thereof. If, after notice of termination for default, UCSD determines that the Supplier was not in default or that the failure to perform the Services was due to causes beyond the control and without the fault or negligence of the Supplier, termination shall be deemed for the convenience of UCSD.

3. **Insurance.** Supplier shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows:

   A. **Comprehensive or Commercial Form General Liability Insurance** (contractual liability included) with limits as follows:
      - Each Occurrence: $1,000,000
      - Products/Completed Operations Aggregate: $1,000,000
      - Personal and Advertising Injury: $1,000,000
      - Fire damage (any one fire): $100,000
      - Medical Expense (any one person): $5,000
      - General Aggregate (Not applicable to the Comprehensive Form): $2,000,000

   B. **Business Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than one million dollars ($1,000,000) per occurrence. **(REQUIRED ONLY IF SUPPLIER DRIVES ON UCSD PREMISES IN THE COURSE OF PERFORMING WORK FOR UCSD.)**

   C. **Workers’ Compensation as required by California State law.**

   It is understood that the coverage and limits referred to under A., B., and C. above shall not in any way limit the liability of Supplier. Supplier shall furnish UCSD with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:
   - (1) Provide for thirty (30) days’ advance written notice to UCSD of any modification, change, or cancellation of any of the above insurance coverages.
   - (2) Indicate that The Regents of the University of California has been endorsed as an additional insured **ON A SEPARATE ENDORSEMENT** for the coverage referred to under A. and B. This provision shall only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
   - (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UCSD.

4. **Indemnification.** Supplier shall defend, indemnify and hold UCSD, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including attorneys’ fees), and claims for injury or damages arising out of the performance of this Agreement.

5. **Permits.** Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of UCSD, the United States and of the state, territory and political subdivision in which the work under this Agreement is performed. Supplier shall be liable for all damages and shall indemnify and save University harmless from and against all damages and liability which may arise out of failure of Supplier to secure and pay for any such licenses or permits or to comply fully with any and all applicable laws, ordinances and regulations.

6. **Subcontractors.** When the Supplier wishes to use, and UCSD approves, a subcontractor for any aspect of the provision of the Services, Supplier shall require the Subcontractor to agree to terms substantially similar to those included herein, especially those related to insurance and indemnification.

7. **Use of UCSD Name.** California Education Code Section 92000 prohibits use of the University of California, San Diego’s name to suggest that UCSD endorses a product or service. The Supplier will not use the University of California’s name, or any acronym thereof, including UCSD, without UCSD’s prior written approval.

8. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of the Supplier, the Supplier’s performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

9. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the parties as set forth in the Agreement.

10. **Status of Parties.** The Supplier is an independent contractor. This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship.
The Supplier agrees to fully cooperate with UCSD in its defense of the appropriateness of such status. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.


12. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.

13. **Assignment and Subcontracting.** Except as to any payment due hereunder, this Agreement may not be assigned or subcontracted by the Supplier without prior written approval of UCSD. In case such consent is given, it shall not relieve the Supplier from any of the obligations of this Agreement and any transferee or subcontractor shall be considered the agent of the Supplier and, as between the parties hereto, the Supplier shall be and remain liable as if no such transfer or subcontracting had been made.

14. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.

15. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

16. **Modification of Agreement.** These terms and conditions may be modified by written agreement of the parties, whereas, the Agreement terms and conditions may be modified unilaterally by a written change order issued by UCSD.

17. **Applicable Law.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

18. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association and proceed under the provisions of Title 9 of the California Code of Civil Procedure Sections 1280 through and including 1294.2. The discovery provisions of the California Code of Civil Procedure Section 1283.05 shall be applicable to this Agreement. Each party shall bear its own costs.

19. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

20. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

21. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

22. **Entire Agreement.** The Agreement, including these terms and conditions sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter.

END OF TERMS AND CONDITIONS OF AGREEMENT