



Revised February 2026

Application to Become a BYU-Approved Caterer

1. BYU Approved Caterer – Definition

A person, business or entity that has successfully completed the application process and has subsequently been approved by BYU to provide food for a university event that;

- a) is sponsored by BYU, and
- b) is paid-for by BYU, and
- c) the number of attendees being served is 20 or greater.

Caterers that appear on the *BYU-Approved Caterer List* have provided the required documentation to prepare, transport, set out, and/or serve food at a BYU event. Furthermore, BYU-Approved Caterers have also entered in an agreement with the university to maintain compliance with several catering-related standards, guidelines, expectations and terms as set forth by the university.

2. Existing Campus Contracts and Franchise Agreements

Because the university has existing purchasing and franchise contractual agreements, the following stipulations must be adhered to:

Beverages - Any beverages served in a container (i.e., cans or bottles) must be Coca-Cola products. Coke products may be purchased through BYU Dining Services at competitive rates. Vendors may provide bulk punch or water using thermos-type containers, dispensers, pitchers, or bowls.

3. Initial Mandatory Documentation Requirements (See Appendix A)

When submitting this signed application, applicant must also provide copies of:

- ☐ i. current business license
- ☐ ii. current health permit
- ☐ iii. three most-recent health inspections
- ☐ iv. **all** proof-of-coverage insurance documents (per *Appendix A - Vendor Insurance Requirements*) including;
 - ☐ a) Certificate of Insurance manifesting General Liability, Auto Liability, and Workers Compensation (ACORD 25 Form)
 - ☐ b) Additional Insured Endorsement (CG 20 26 Form or equivalent)
 - ☐ c) Primary/Non-Contributory Endorsement (CG 20 01 Form or equivalent)
 - ☐ d) General Liability Waiver of Subrogation Endorsement (CG 24 04 Form or equivalent)
 - ☐ e) Workers Compensation Waiver of Subrogation Endorsement

4. Ongoing/Future Mandatory Documentation Requirements

Providing BYU with the required documentation moving forward, essential to *maintain* “BYU-Approved Caterer” status is the responsibility of the vendor. As vendor certifications, licenses, permits and related documents generally have expiration dates, the following must be adhered-to;

- a) Vendors must provide BYU with copies of all relevant permits, certifications, licenses, etc., **PRIOR** to the expiration dates associated with the same.
- b) Should ANY of these documents, credentials, permits and licenses expire, BYU reserves the right to remove a vendor from the *List of BYU-Approved Caterers*. Once the vendor provides BYU with credentials that have been renewed or are deemed ‘current’ (versus ‘expired’), BYU may consider restoring the vendors’ “Approved” status.

5. Liability and Insurance

Vendor shall carry and pay for appropriate insurance consistent with the requirements of BYU to cover all customary risks in connection with the performance of its obligations hereunder. For the avoidance of doubt, vendor shall maintain throughout the Term and provide proof of insurance coverage, as outlined in Appendix A (attached herein), by BYU’s Risk Management department.

All required insurance shall remain in force for the duration of the agreement. Failure to maintain the required insurance in force may be cause for the termination of the contract or agreement, resulting in the loss of “BYU-Approved Caterer” status.

6. Indemnification

Vendor shall, at all times and at its sole expense, indemnify, defend, save, and hold harmless BYU and its officers, directors, employees, affiliates and agents, and their successors, licensees, sub-distributors, and assigns, from and against any and all claims, liability, losses, judgments, damages, cause of action, penalties, costs, and expenses (including reasonable attorneys’ fees), incurred or sustained by reason of, or resulting from;

- (i) vendor’s catering services (Services);
- (ii) any breach or alleged breach of any of the warranties, representations, or agreements herein, any reliance by BYU upon any such warranties, representations, or agreements, or any exploitation of the rights granted to BYU hereunder;
- (iii) any act or omission by vendor or any person whose Services or facilities shall be furnished by vendor in connection with the Services; or
- (iv) the use of goods, equipment or Services furnished by vendor, provided that such liability is not attributable to the sole negligence of BYU. In the event that an entity

shall make any claim or institute any suit or proceeding alleging any facts, which, if true, would constitute a breach by vendor of any warranty, representation or agreement herein made, vendor shall give written notice to BYU within seven (7) days. Vendor may also undertake, at its own cost and expense, defense thereof by retaining competent counsel to defend any suit or proceeding on behalf of vendor. BYU shall have the right to select counsel of its choice to defend BYU against such a claim, suit or proceeding. This provision shall survive the termination of this agreement.

Furthermore, vendor and BYU will assume responsibility for the condition of their respective tools and equipment used in the performance of this agreement. Vendor further agrees to release, waive, covenant not to sue, indemnify and hold BYU, its officers, directors, employees, affiliates and agents (collectively, "Releases") harmless from any claims, liability, demands, injury (including death), or loss of any kind or description that may be sustained by vendor or its officers, directors, employees, affiliates and agents alleged to be caused in whole or in part in connection with its services. Under no circumstances shall BYU incur any liabilities whatsoever for damage, pilferage, acts of violence, fire, theft, including liability for damages, injury or sickness due to product spoilage, contamination, or other fault in connection with vendor's services.

7. Price Quotes

Vendor shall give full disclosure of its pricing, including, but not limited to, food and product prices, service fees, delivery fees, gratuities, etc. A written price quote must be provided to proper university employees at the time of the BYU order. The university will not be responsible to pay for charges that are not included on the price quote, unless related to changes in quantity ordered.

8. Offers extended to university employees by BYU-Approved Caterers related to catering services purchased by the university

BYU-Approved Caterers are expected to conduct university-related transactions with campus representatives, in a manner that complies with the following;

University funds are to be used solely for the benefit of the university and its purposes. Therefore, BYU employees that purchase goods or services from a BYU-Approved Caterer with university funds **are strictly prohibited from personally receiving**; benefits, advantages, perks, discounts, customer-reward program points, punch-card redemptions, special-offers, incentives or like-manner personal gain related to said catering transaction.

9. Regulatory Requirements

Vendor shall be responsible to obtain, and warrants and represents that it will timely obtain, all licenses and permits, including paying any associated fees, as required by any government agency necessary for the services. Vendor shall be responsible for compliance with all federal, state, and local laws, rules and regulations applicable to its performance of services.

10. Age Requirements

All vendor's employees working on the BYU campus will be at least 18 years old.

11. BYU Standards

Vendor acknowledges the BYU Code of Honor and Dress and Grooming Standards, which are incorporated by reference into this document, and agrees to comply with the same while performing services on BYU premises.

12. Contact Person and submission of required documents

Ginger Cutler may be contacted at, 801-422-3727 with any question. Please submit all required documents to: Ginger.Cutler@byu.edu and Insurance.Assistant@byu.edu.

13. BYU-Approved Caterers

Once all documents are received and approved, the vendor will be added to the, *List of Approved BYU Caterers*, which can be found at: <https://purchasing.byu.edu/catering>.

By signing below, vendor acknowledges agreement with the terms of this application. Acceptance of this application will be complete when vendor is posted on the *List of BYU-Approved Caterers*, which can be found at: <https://purchasing.byu.edu/catering>.

BYU reserves the right to remove any vendor from the approved caterer list at its sole discretion.

(Signature)

(Date)

(Printed Name)

(Title)

(Business Name)

(Catering Coordinator)

(Mailing Address)

(City)

(State)

(Postal Code)

(Signatory Email)

(Signatory Phone)

(Catering Coordinator Email)

(Catering Coordinator Phone)

Appendix A

Vendor Insurance Requirements **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Symbol 1), or if vendor has no owned autos, covering hired, (Symbol 8) and non-owned autos (Symbol 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation: As required by the State of Utah, with Statutory Limits and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury and disease.
4. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. Additional Insured Status: BYU and its Board of Trustees, officers, directors, employees, volunteers, affiliates, and agents, and their successors, licensees, sub-distributors, and assigns are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts or equipment furnished in connection with such work or operations. Additional insured coverage can be provided in the form of an endorsement to the vendor’s insurance (at least as broad as ISO Form CG 20 10, or CG 20 26 or equivalent).
 - b. Primary Coverage: For any claims related to this contract, the vendor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to BYU and its Board of Trustees, officers, directors, employees, volunteers, affiliates, and agents, and their successors, licensees, sub-distributors, and assigns. Any insurance or self-insurance maintained by BYU shall be excess of the vendor’s insurance and shall not contribute with it. Any combination of primary and umbrella or excess insurance shall be endorsed accordingly.
 - c. Notice of Cancellation: Vendor agrees to provide BYU with advanced notice of cancellation or nonrenewal of the insurance coverage required herein.
 - d. Waiver of Subrogation: Vendor hereby grants to BYU a waiver of any right to subrogation that any insurer of said vendor may acquire against BYU by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not BYU has received a waiver of subrogation endorsement from the insurer.

- a. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by BYU. BYU may require the vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 - b. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to BYU. Insurers that are Not Rated (NR) are not acceptable to BYU. Risk Retention Groups (RRG's) will be dealt with on a case-by-case basis.
5. **Verification of Coverage:** Vendor shall furnish BYU with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by BYU before work commences and are to be maintained and updated for the duration of the work or services provided to BYU. However, failure to obtain the required documents prior to the work beginning or maintain the documents shall not waive the vendor's obligation to provide them. BYU reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- Vendor's insurance agent shall list the insurance certificate holder as follows: **Brigham Young University; c/o Purchasing; 180 SASB; Provo, UT 84602**. Certificates of insurance must be emailed to BYU Purchasing at: ginger_miller@byu.edu.
- All insurance certificates must be approved by BYU Risk Management.
- The *Description of Operations* section of the certificate of insurance shall outline the specifics of the services, activities, or events to which the insurance applies.
6. **Special Risks or Circumstances:** BYU reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.