Contract for Use of On-campus Space for Commencement Celebrations at Amherst College

The undersigned, being a student of Amherst College (the “college”) and his/her parent or legal guardian, collectively, “we” wish to reserve space on the campus of the college for the purpose of erecting a tent and having a party at the tent on the date(s) identified at the end of this agreement (the “reservation date/s”). We understand that the space must be used responsibly and we hereby assume responsibility for such use. To that end, our use of the space is conditioned upon compliance with the terms presented in this agreement.

Accordingly, the undersigned, jointly and individually, agree as follows:

- That we will be responsible for any liability arising from the use of the tent and related space and agree to indemnify and hold harmless the college and its trustees, officers, employees, agents and representatives from any and all claims, losses, liabilities, damages, costs and expenses (including, but not limited to, attorneys’ fees) arising from or otherwise relating to the use of such tent and related space.

- That we will obtain comprehensive general liability insurance for all claims, losses, liabilities, damages, costs and expenses arising from the use of such tent and related space, with limits of $1,000,000 per occurrence for bodily injury and $25,000 per occurrence for property damage. If alcoholic beverages will be served, such insurance will include liquor liability coverage in the same amounts. Such insurance will name the Trustees of Amherst College and the other indemnified parties as additional insureds. We will provide the college with a certificate of insurance by March 30. If the reservation is confirmed less than 45 days prior to the space rental date, we will provide the college with such certificate within seven days after such confirmation. We recognize that Amherst may request an updated certificate of insurance. We understand that our reservation may be cancelled by the college if such certificate of insurance is not submitted in a timely manner or is unsatisfactory in the college's sole discretion.

- That no alcoholic beverages will be served at the tent or related space except by a TIPS certified server and that all Massachusetts State laws and ordinances regarding alcohol will be followed.

- That the college may, in its sole discretion, disburse the party and/or confiscate the alcohol if there is any apparent violation of any of these requirements.

- That we will abide by the Catering and Take-out Policy as stated by the college including any modifications made after this agreement. (Copy attached, addendum 1)

- That we will abide by the Tent and Open-Air Space Reservation Policy as stated by the college including any modifications made after this agreement. (Copy attached, addendum 2)

- That we will abide by all rules, regulations and guidelines issued by the college relating to the use of the reserved space, including any modifications made after the date of this agreement.
AC student signature  AC student phone #  AC student e-mail address

___________________________
Amherst College student printed name

__________

parent/guardian signature  parent/guardian phone #  parent/guardian e-mail address

___________________________
parent/legal guardian printed name

Reservation date requested: Reservation name (to be used in future references)

DD/MM/YYYY

____________________________ ____________________              _              _
Amherst College Representative Signature        AC Representative Printed Name  Date
Addendum 1 - Catering and Take-Out Policy for Commencement Parties

In accordance with the requirements of the Massachusetts Department of Public Health and the Amherst Board of Health, the following protocols have been established for all Commencement events that will include the consumption of food, including catered and take-out fare:

- Catered events (using a caterer licensed by the Town of Amherst)
- Take-out food acquired from a local restaurant (which must be less than 30 minutes from event site)
- Events where food is being prepared by someone other than the food preparation staff from Amherst College

College events where food is to be served must include the submission of a completed Catering Information form to Conferences and Events (CASE) in the Communications Office at least 30 days prior to the event. This deadline allows time to communicate with other college departments, perform the background check on the caterer/or restaurant and arrange for the site inspection by the health department.

Catered Events

If students or families utilizing an Amherst College facility will be hosting an event which is to be catered by a “licensed” caterer other than Amherst College dining services:

Requestor responsibility

- submit catering form to CASE representative.
- together with the caterer if there is one, assure that the remaining food/beverage is discarded post celebration

College responsibilities

- the college, through the Office of Environmental Health and Safety will determine if the requested caterer is licensed and approved by the Town of Amherst Board of Health.

Caterer responsibilities - For catered events where food needs to be kept hot and/or cold the licensed caterer shall:

- complete the Food Protection Questionnaire for Catered Events and return to CASE office
- have and provide proof of the appropriate level of insurance ($1,000,000) to serve food at Amherst College
- have or obtain the necessary Temporary Food Permit, through the town, at a cost of $50
- provide a server or on-site manager/designee who is Serv-Safe trained
- remain on site as long as their food is being served
- maintain appropriate temperatures for potentially hazardous foods (PHFs), both cold (<40 deg F) and hot (>140 deg F), for the duration of the food service
• post signage (8 ½” x 11”) that indicates that the food may contain nuts, dairy, seafood or other potential food related allergens

• be expected to appropriately discard/remove from the site any food that has not been consumed by the event end

• Exceptions
  o If a caterer is delivering food that is not considered potentially hazardous, such as bagels, donuts and coffee etc., they would not be required to remain on site, or serve this type of food.
  o If PHF items such as cream and milk are left on site for coffee and tea, these items must remain on ice
  o If PHF items such as cheese and/or meat platters, shrimp or similar food is to be served at an event, they must also be kept on ice or refrigerated

It is the responsibility of the event requester to discard any remaining PHF food/beverage that is not consumed within 1 ½ hours after arrival at the site

Local Restaurant Take-Out

Anyone using space and who will be providing food from a local area restaurant (take-out) shall:

• Submit catering information form to CASE

• Obtain the take-out food from a restaurant that is less than 30 minutes from the event site and be responsible for verifying that the temperature has been appropriately maintained

• Ensure that the food (including meats, pizza, salads and dressings) is consumed within 1 ½ hours from the time of actual pickup

• Ensure that any uneaten food is disposed of at the end of the 1 ½ hour time frame

Food Prepared by Families and Students

When families or students prepare food for commencement events, they shall:

• Not prepare or serve potentially hazardous foods (PHFs) that include, but may not be limited to meat, poultry, fish, uncooked or partially cooked eggs, mayonnaise, custard, or any foods that would require temperature control.

• Indicate, using a small sign, that the food may contain nuts, dairy, seafood or other potential food related allergens

For additional information, please contact the Office of Environmental Health & Safety at 413/542-8189.
Catering Information for Amherst College Commencement Celebrations

<table>
<thead>
<tr>
<th>Date of celebration</th>
<th>Reservation Name</th>
<th>Space Site Designation</th>
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We are serving food at our celebration and we are using one of the following:

_____Caterer:

Name of caterer licensed by town of Amherst: _______________________________

Address of caterer: _______________________________________________

Contact person at caterer: ___________________________________________

Telephone number of caterer contact: _________________________________

E-mail address of caterer contact: _________________________________

_____We are obtaining take-out from:

Name of local restaurant ___________________________________________

(Restaurant is located within 30 minutes of campus)

_____We are providing food that we are bringing with us

For office use only:

Date form received at CASE: ________________________________

Date caterer approved by Environmental Safety: ____________________