

CSUSM Catering Insurance Requirements

Attention Caterers/Food Service Providers or Insurance Representatives:

The University Auxiliary and Research Services Corporation (UARSC), on behalf of California State University San Marcos (University), ensures that all food service providers meet minimum requirements to provide their services to the campus community. To provide food service and/or catering (including alcohol service) to any location of the University or at an off campus event sponsored by the University, caterers must meet the minimum requirements listed below and provide the following:

One Time Events (Items 1 thru 5 only)

1. **Certificate of Insurance (COI)** that contains:
 - a. General Liability in an **amount not less than \$2,000,000 per occurrence, \$2,000,000 aggregate**, and include bodily injury, personal injury and property damage
 - b. Automobile Liability in an **amount not less than \$1,000,000 per occurrence** for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than \$1,000,000 for each accident and **property damage insurance in an amount of not less than \$1,000,000**
 - c. Underwriter's Amendatory Endorsement to the General Liability Policy that must also contain the following additional insured language:
 - i. "The State of California, The Trustees of the California State University, The California State University San Marcos, The University Auxiliary and Research Services Corporation, The San Marcos University Corporation, The Associated Students Incorporated at Cal State San Marcos, The California State University San Marcos Foundation and each of their trustees, employees, officers, agents, related entities and duly authorized volunteers individually and collectively are named additional insured."
 - d. Statement that the insurer will not cancel insured's coverage without thirty (30) days prior written notice to UARSC
 - e. A.M. Best's rating of no less than A:VII on General Liability and Automobile Liability Insurance
 - f. List UARSC as the certificate holder
2. **Proof of Workers' Compensation Insurance** that meets state minimums (may be provided as evidence along with the COI above) and the policy shall be endorsed with a *waiver of subrogation* for all work performed by vendor, its employees, agents and subcontractors
3. **Proof of Alcohol Liability Insurance** (if planning to cater alcohol and may be provided along with COI above)
4. **Proof of ABC Liquor License** (if planning to use ABC Liquor License for events with direct or indirect sales)
5. **Indemnify and Hold Harmless Agreement** (see last page of this document)

Pre-Approved Catering List (add items 6 & 7)

In addition to meeting the above requirements, caterers can request to be included on UARSC's fully "Pre-Approved" catering list. This list can be viewed at www.csusm.edu/uarsc and is updated regularly. Only caterers approved by UARSC will be added to this list and they have all met the following additional requirements:

6. Provided evidence of licensures, health and safety certifications and other additional requirements to include but not be limited to:
 - a. License to operate a catering business (business license) in the County of San Diego
 - b. Seller's permit
 - c. Health permit
 - d. Food safety certifications, such as the "Serve Safe Food Protection Manager Certification"

7. Onsite meeting with our Food Service Manager (or designee) and allow for a full inspection of the catering operation and kitchen.

Once the additional steps have been completed and UARSC has determined that the caterer will be able to meet the needs of the University community, the company name and contact information will be included on the "Approved Caterer" website provided by UARSC to the campus community.

Please remit certificates, endorsements, hold harmless agreements and all other information to:

UARSC Risk Management
435 East Carmel Street
San Marcos, CA 92078
Phone: 760-750-4700, Fax: 760-750-4710
Email: rstein@csusm.edu

SAMPLE ENDORSEMENT

-INSURED:

POLICY NUMBER: XXXXXXXX

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

“The State of California, The Trustees of the California State University, The California State University San Marcos, The University Auxiliary and Research Services Corporation, The San Marcos University Corporation, The Associated Students Incorporated at Cal State San Marcos, The California State University San Marcos Foundation and each of their trustees, employees, officers, agents, related entities and duly authorized volunteers individually and collectively are named additional insured.”

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

Signature
Authorized Representative

INDEMNIFICATION AND HOLD HARMLESS FROM LIABILITY AGREEMENT Catering/Food Services

Name of Company: _____

Service Location: All locations on the campus of California State University San Marcos; including Temecula location and events held at the President's residence.

Event specific name, date and time: _____

I, on behalf of _____ ("Contractor") and to the fullest extent by law, affirm that we will hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, The California State University San Marcos, the University Auxiliary and Research Services Corporation, The San Marcos University Corporation, The Associated Students Incorporated at Cal State San Marcos, The California State University San Marcos Foundation and the officers, employees, related entities, duly authorized volunteers, and agents of each of them ("University") from and against all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expense costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties and liens or every nature resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Contractor's products or its performance of services hereunder, or its failure to comply with any of its contractual obligations, or its failure to comply with any current or prospective law, regardless of Contractor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an Indemnified Party, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the University, its officers, agents or servants.

This indemnification obligation shall survive any other contractual obligation and shall not be limited by any term of any insurance policy.

The undersigned affirms she or he is authorized to bind the above organization.

Signature *Date*

Print Name *Print Title*

Business Address (include city & zip) *Phone Number*

Email

Please return to: UARSC Risk Management
435 E. Carmel Street
San Marcos, CA 92078
Office: 760-750-4700 Fax: 760-750-4710
Or email to rstein@csusm.edu