

# CATERING POLICY- THE CHARLES MACK CITIZEN CENTER

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## 1 PURPOSE

To meet the food and beverage needs of clients of the Charles Mack Citizen Center (“CMCC”), to assist in creating a positive food and beverage experience for clients and to ensure catering organizations used maintain high quality standards for both food and service, as well as have the proper documentation showing compliance with state and local regulations.

## 2 SCOPE

It is the policy of the Town that the following provisions shall apply to all clients holding an event at the CMCC and to all caterers allowed to provide services at the CMCC.

## 3 DEFINITIONS

Approved Caterer: Approved Caterers have signed the CMCC Caterer Agreement, met all Approved Caterer Criteria therein and agree to abide by all terms of the CMCC Caterer Agreement, as well as any Town of Mooresville (the “Town”) catering policies, rules or regulations now in effect or later promulgated. Approved Caterers are listed on the CMCC Approved Caterer List and will maintain the right to cater at the CMCC facility and be afforded any other benefits provided to Approved Caterers.

Approved Caterer Criteria: The Approved Caterer Criteria is the standard by which the CMCC chooses its caterers. All caterers allowed to provide services at CMCC must at a minimum fulfill the requirements of the Approved Caterer Criteria as it appears in the CMCC Caterer Agreement. These criteria ensure the quality, level of service and compliance of caterers used by CMCC clients.

Approved Caterer List: The Approved Caterer List is made up of all Approved Caterers who have met the Approved Caterer Criteria, agree to the CMCC Catering Policy, CMCC Caterer Expectations and any other rules and regulations set out by CMCC relating to catering events at CMCC, and have signed the CMCC Caterer Agreement. Caterers on the Approved Caterer List are the only caterers who are permitted to operate at the Charles Mack Citizen Center, with the exception of Specialized Caterers as defined herein. All clients of CMCC hosting events will be provided with the Approved Caterer List.

Catering Fee: The Catering Fee is a commission assessed by the CMCC based on gross sales at the event for each function worked by an Approved Caterer or a flat fee assessed by CMCC for each function worked by a Specialized Caterer, the same being agreed to in its respective CMCC Caterer Agreement.. Gross sales as used herein is defined as the total amount charged to the client and event guests for food, beverage and related services. Approved Caterers are required to provide a final

invoice to the CMCC within 48 hours of each function so fees can be calculated pursuant to the executed CMCC Caterer Agreement. Specialized Caterers must pay the flat fee prior to the event pursuant to the executed CMCC Specialized Caterer Agreement.

Specialized Caterer: A Specialized Caterer is a caterer who has not applied for inclusion on the Approved Caterer List, but who has requested special privileges for a specific event or client at CMCC. CMCC management shall review any special circumstances surrounding the request, including but not limited to any religious and/or ethnic preferences or requirements such as Kosher or Halal preparations, and may make adjustments in the Approved Caterer Criteria in its sole discretion; provided, however, that no exceptions will be made as to compliance with all required licenses and permits required by law.

#### **4 POLICY STATEMENT**

The CMCC welcomes area caterers to serve functions held at its facility. All clients holding events at the CMCC who wish to provide food or beverage services for more than twenty-five (25) people must use an Approved Caterer from the CMCC Approved Catering List or seek to have the desired caterer approved as a Specialized Caterer. The client is fully responsible for all arrangements and contracts entered into with any Approved Caterer or Specialized Caterer. CMCC reserves the right to allow events expecting twenty-five (25) guests or less to provide their own store-bought items such as deli trays or vegetable platters, or to order pizza for delivery, but said event will not be allowed to serve home prepared foods or foods from other restaurants or providers other than a retail food store. CMCC further reserves the right to be the sole provider of all pre-packaged food or beverage items ordered by a client for an event at CMCC, including but not limited to items for breaks or continental provisions such as chips, candy, muffins and soda.

All Approved Caterers of the CMCC must meet the criteria outlined below to be considered for the Approved Caterers List:

- a. Caterer must maintain all applicable permits and licenses for the services being provided, which at a minimum should include the following:
  - A valid business license (aka “privilege license”) registered in the state of North Carolina;
  - A current health permit issued by the local county health department with a minimum annual inspection score of at least 95\*\*;
  - A Special Occasion Permit issued by the North Carolina Alcoholic Beverage Control Commission if the caterer intends to offer alcohol service including beer and wine;
  - A Culinary Permit issued by the North Carolina Alcoholic Beverage Control Commission if the caterer intends to cook with alcohol;
  - A Mixed Beverage Catering Permit issued by the North Carolina Alcoholic Beverage Control Commission if the caterer intends to serve or sell liquor or mixed liquor beverages.

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\*\*The caterer is responsible for advising the Town should any health inspection of any food processing areas being used by the caterer for the preparation of food to be served at the CMCC reflect a sanitary rating below 95 at any time.

- b. Caterer must have remained in business for at least two (2) consecutive years.
- c. Caterer must provide three (3) written and verifiable references or reviews from past clients.

- d. Caterer must provide proof of insurance as provided in the CMCC Caterer Agreement.
- e. Caterer must maintain a complimentary tasting menu and allow the client, which is defined as the person(s) or entity renting space at the CMCC for an event, (or their designee) and one additional person to choose 1-3 items offered from the menu for a complimentary tasting prior to the event. Alternatively, caterer may offer to provide a tasting of an item of his or her choosing that is not on the tasting menu should caterer and client so agree.
- f. Caterer must maintain and provide to Town and to client an explanation of services that outlines the food and beverage services the caterer will provide, along with a description of any payments not billed directly to client (such as a cash bar) and a clear cancellation policy.
- g. Caterer must agree in writing to pay a percentage fee to Town of all gross sales at events held at the CMCC.
- h. Caterer must maintain and provide to Town any other food establishment permit or business registration required by local, state, or federal law.

Caterers may join the CMCC Approved Caterer List at any time during the year as long as the Approved Caterer Criteria is met. Qualifications will be reviewed every twelve (12) months to ensure continued compliance; provided, however, that Town may choose to review qualifications at any time and request provision of documentation in making such review. The caterer shall provide Town copies of all current licenses and permits upon being accepted as an Approved Caterer or Specialized Caterer, as well as Certificates of Insurance evidencing coverage required in the CMCC Caterer Agreement. It is the caterer's responsibility to send to Town new copies of such permits, licenses, and policies as they are renewed, but not less often than annually. Caterer shall also produce any requested permit, license, or Certificate of Insurance upon request by Town at any time.

Specialized Caterers must meet the above criteria with the exception of subparagraphs b, c, e and g. Additionally a fee shall be required upon approval of a caterer as a Specialized Caterer, which may be adjusted from time to time in Town's sole discretion. Beginning on October 5, 2021 this fee shall be One Hundred Dollars (\$100.00).

## **5. CHARLES MACK CITIZEN CENTER GUIDELINES:**

- a. The Charles Mack Citizen Center requires that each Approved Caterer sign the CMCC Caterer Agreement.
- b. The Charles Mack Citizen Center requires that each Approved Caterer agree to follow this policy as it may be amended or replaced from time to time as well as any catering rules and regulations promulgated by the CMCC.
- c. Approved Caterers holding the proper alcohol permits may serve or sell beer and wine, and mixed beverages associated with any event held at the CMCC. Caterers who provide alcohol will possess the proper alcohol permits and follow all guidelines set forth by the North Carolina Alcoholic Beverage Control Commission.
- d. If alcoholic beverages are being donated to an approved non-profit organization, CMCC will allow the alcohol to be brought in subject to the following requirements:

Client must obtain their own special one-time permit from the ABC for sale and service of alcoholic beverages. The permit application must be signed by a member of the CMCC management staff as the "owner of the venue."

- e. All Approved Caterers will have complimentary access to the CMCC catering kitchen based on availability. Said access will begin up to two (2) hours prior to the event start time and shall end no later than one (1) hour after the event end time. Any use of the kitchen outside of the permitted time will be charged to the client based on the standard hourly rate for kitchen use. The kitchen is for reheating only and shall not be used to prepare foods from a raw state.
- f. No caterer shall prepare food in the CMCC kitchen for delivery to an off-site event or client. All food prepared at the CMCC kitchen must be for the CMCC event and expected consumption on the CMCC premises.
- g. Caterers will not receive storage space or be permitted to store items at CMCC unless approved by the facility manager.

**6. PAYMENT OF CATERING FEES**

- a. Unless specifically agreed otherwise in writing by the parties, all Approved Caterers must present the CMCC with a copy of all gross sales to the client and guests of the event in a form acceptable to the Town within 48 hours of the end of the event serviced so that CMCC may calculate the percentage catering fee as agreed in the CMCC Caterer Agreement.
- b. The CMCC will send an invoice to the Approved Caterer noting the calculated catering fee, along with the date and name of the event.
- c. If an Approved Caterer does not remit the catering fee within 45 days after the issuance of the invoice, the Approved Caterer’s name will be removed from the Approved Caterers List.
- d. If an Approved Caterer is removed from the Approved Caterers List, that caterer will not be allowed to cater in the CMCC until all past due fees are paid.
- e. If more than 45 days lapse before the outstanding fees are paid, a \$50 reinstatement fee may be assessed.
- f. After payment is received, the caterer will be listed again on the Approved Caterers List.
- g. As of October 5, 2021, the percentage fee for all Approved Caterers will be five percent (5%) of gross sales for the CMCC event it caters. This Catering Fee is subject to adjustment by Town; provided, however, that Town shall give notice at least sixty (60) days prior to the implementation of any increased Catering Fee.

**7. CHARLES MACK CITIZEN CENTER RESPONSIBILITIES**

The CMCC will communicate the policy to all prospective clients verbally and in writing. During the event rental process, CMCC staff will present the client with information on CMCC Approved Caterers.

This policy will be reviewed annually and amended as needed to reflect emerging issues and continued effectiveness.

**8. APPROVAL AND REVIEW DETAILS**

Approval and Review	Details
Approval Authority	Town Manager

Approval and Review	Details
Advisory Committee to Approval Authority	
Approval Signature and Date	

Approval and Amendment History	Details
Original Approval Date	
Amended Approval Date	