

**Ozark Action, Inc.**

**Room Rental Fees, Room Rental Agreement, Room Reservation  
Form, Room Usage Rules and Catering/Vendor Agreements**

**710 E. Main St.  
720 E. Main St.  
West Plains, MO 65775**

**\*Usage of any room or facility is based on the needs of OAI first and foremost. OAI reserves the right to refuse rental or use of any room or facility at any time. OAI is an Equal Opportunity Employer.**

**\*\*For staff related events only a room reservation form should be completed. Staff will need to check with the Corporate Services Department for room reservations.  
2015/2016**

**Ozark Action, Inc. Meeting Room Reservation**  
**PLEASE RESERVE THE FOLLOWING MEETING SPACE:**

<u>      </u>	<b>OAI Central Office / BOARD ROOM /</b>	\$ <u>          </u>
	(710 E. Main St. West Plains, MO 65775)	
<u>      </u>	<b>OAI Central Office / CONFERENCE ROOM /</b>	\$ <u>          </u>
	(710 E. Main St., West Plains, MO 65775)	
<u>      </u>	<b>OAI Central Office / KITCHEN AREA /</b>	\$ <u>          </u>
<u>      </u>	<b>OAI Central Office / LIBRARY /</b>	\$ <u>          </u>
<u>      </u>	<b>OAI Central Office /WIA Classroom</b>	\$ <u>          </u>
<u>      </u>	<b>OAI Building 2 Conference Room/side rooms</b>	\$ <u>          </u>
	(720 E. Main St. West Plains, MO 65775)	
<u>      </u>	<b>OAI Building 2 Kitchen Fee &amp; Deposit</b>	\$ <u>          </u>
	 Total USAGE FEE (Rental Cost)	 \$ <u>          </u>

**PURPOSE:** \_\_\_\_\_

**DATES NEEDED:** \_\_\_\_\_

**TIMES NEEDED:** \_\_\_\_\_

**SET UP REQUESTED (# of tables & chairs):** \_\_\_\_\_  
(Person requesting the room will need to setup tables and chairs and put them back after the event.)

**PERSON RESPONSIBLE:** \_\_\_\_\_

**DEPARTMENT/Company:** \_\_\_\_\_

**\*\*INITIALS OF PERSON ACCEPTING RESERVATION:** \_\_\_\_\_

**\*\*COPY TO front desk** \_\_\_\_\_

Remember that when you reserve the conference room the \_\_\_\_\_ does not automatically come with that room – you must reserve it separately.

**No room will be reserved without this form.**

Please make instructions very clear as to room set-up. Also be sure to clean up after your meeting so the space is clean for the next user as per the cleaning checklist provided on 7/25/2012.

For Corporate Services Department: (\*\*Be sure to give the front desk a copy. Also if the library is reserved, please notify Lana Stuart.)

CONTACT PERSON: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone # \_\_\_\_\_

Effective 7/25/2012 Checklist for cleaning building 2

When the room is reserved for use, the individual reserving the room is responsible for ensuring the building is cleaned after use according to this Check List for Cleaning Building 2.

- \_\_\_\_\_ Entryway and hallway to conference room swept \_\_\_\_\_ mopped \_\_\_\_\_
- \_\_\_\_\_ Bathroom stools cleaned #1 ( ) #2( ) #3 ( ) #4 ( ) Note Problems: \_\_\_\_\_
- \_\_\_\_\_ Bathroom vanities and sinks and mirrors cleaned#1 ( ) #2( ) #3( ) #4( )  
Note Problems: \_\_\_\_\_ DO NOT LEAVE THE TOILET CLEANER  
IN TOILETS because it stains them if not cleaned out immediately.
- \_\_\_\_\_ Bathroom paper towels/toilet paper restocked#1( ) #2( ) #3( ) #4( )
- \_\_\_\_\_ Bathroom trash emptied #1 ( ) #2 ( ) #3 ( ) #4 ( )
- \_\_\_\_\_ Clean trash bags #1 ( ) #2 ( ) #3 ( ) #4 ( )
- \_\_\_\_\_ Bathroom swept #1 ( ) #2 ( ) #3 ( ) #4 ( ) Note Problems: \_\_\_\_\_
- \_\_\_\_\_ Bathroom mopped #1 ( ) #2( ) #3 ( ) #4 ( ) Note Problems: \_\_\_\_\_
- \_\_\_\_\_ Conference room tables/chairs all sanitized and clean. Tables and chairs  
straightened up and in neat rows; tables broke down on both sides (only leave tables  
up in middle section)
- \_\_\_\_\_ Conference room trash emptied and new trash bags in cans if necessary
- \_\_\_\_\_ All trash carried to dumpster
- \_\_\_\_\_ Vacuum carpeted areas in conference room
- \_\_\_\_\_ Mop with clean water tiled areas in conference room (clean the water out frequently  
and use clean water. Water only in the mop bucket no soap.
- \_\_\_\_\_ Kitchen counters and appliances sanitized and clean
- \_\_\_\_\_ Dishwasher ran if necessary
- \_\_\_\_\_ Refrigerator, stove, freezer, microwave clean wiped down if used
- \_\_\_\_\_ Kitchen floor swept and mopped with clean water you can add vinegar to kitchen  
mop water.
- \_\_\_\_\_ Outer room table and chairs sanitized & floor swept and vacuumed
- \_\_\_\_\_ Trash cans empty/clean in both kitchen and outer room area
- \_\_\_\_\_ Washer/Dryer area clean and side room if used.

**(NO FOOD IS TO BE LEFT IN BUILDING OVERNIGHT ALL TRASH MUST BE TAKEN TO DUMPSTER).** Make sure front and back door both locks on both doors are locked and the air is turned off.

\_\_\_\_\_  
Employee Signature that cleaning has been done

\_\_\_\_\_  
Date submitted to front desk

\*\*If there is an area you did not use, please indicate with N/A. If areas were closed off, please note that on the form. Revised 8/4/2011;7/25/2012

**Board Room Building 1**

- \_\_\_\_\_ **Tables Cleaned and straightened**
- \_\_\_\_\_ **Chairs straightened**
- \_\_\_\_\_ **Trash emptied/new bag in trash can**
- \_\_\_\_\_ **Floor vacuumed**
- \_\_\_\_\_ **Hallway area outside of board room vacuumed**
- \_\_\_\_\_ **Head Start bathrooms if they were used by people who were in attendance at a meeting in the board room or conference room.**

\_\_\_\_\_  
**Employee signature verifies cleaning has been done**

\_\_\_\_\_  
**Date submitted to front desk**

**Conference Room Building 1/Kitchen Building 1**

- \_\_\_\_\_ **Tables cleaned and straightened**
- \_\_\_\_\_ **Chairs straightened**
- \_\_\_\_\_ **Trash emptied/new bag in trash can**
- \_\_\_\_\_ **Counter, microwave, serving tables, refrigerator cleaned and straightened if used.**
- \_\_\_\_\_ **Floor Vacuumed**
- \_\_\_\_\_ **Hallway outside HUD office and bathrooms vacuumed.**
- \_\_\_\_\_ **HUD bathrooms cleaned if they were used by people who were in attendance at a meeting in the conference room or board room.**

\_\_\_\_\_  
**Employee signature verifies cleaning has been done**

\_\_\_\_\_  
**Date submitted to front desk**

## **Rules for Use of Building 2 by Programs**

**The following rules will apply in order for programs to continue to use the building at no charge. The program agrees to clean up after use of the meeting space, to include emptying trash, cleaning, sweeping, mopping and restocking the bathrooms, vacuuming the conference room and hallway. Any damages will be reported to the Corporate Services Department immediately. Any damage not reported will be charged to the program that used the room last. Damages that occur will be charged to the program that used the room when the damages occurred. The Corporate Services Department will inspect the room after each rental to ensure the building is clean and there is no damage.**

**Ozark Action, Inc. Building 2 Conference Room  
720 East Main St.  
West Plains, MO 65775**

**EFFECTIVE 2/1/2012**

**Individual and Business Rate:** (Monday 12:00 a.m. – Friday 4:30 p.m.)--\$325.00 if food/drinks will be served; \$300.00 w/o food/drinks. (Friday 4:31 p.m. – Sunday 11:59 p.m.)--\$425.00 if food/drinks will be served; \$400 wo food/drinks. If any use of the kitchen area is required, there will be an additional \$75.00 charge. In addition to the room rental, there will be a \$100.00 deposit required, (unless prior arrangements have been made between both parties) by separate check, which will be refunded if there are no damages to the facility. If the key is not returned within two days of the event, Lessee will be billed an additional \$75.00 for a replacement key. For each additional day of rental there will be an additional \$100 added to the 1 day rate for the room and \$25 for kitchen. Any days beyond a two day rental will be priced at ½ of the regular one (1) day rental fee. The kitchen fee would be added to the room rental rate per day. Anyone renting the room is required to empty trash if they have food at their event. No food will be left overnight. Anyone renting the room also agrees that there will be no alcoholic beverages in the building or on the premises. This is a non-smoking facility. Renters understand that OAI will not be held liable or responsible for any accidents that occur on premises. Renters will be held responsible for any damages to the facility. This rate would apply to individuals, businesses and organizations.

**Not-for-Profits Rate:** (Monday 12:00 a.m. – Friday 4:30 p.m.)-- \$250.00 if food/drinks will be served; \$225.00 w/o food/drinks. (Friday 4:31 p.m. – Sunday 11:59 p.m.)--\$425.00 if food/drinks will be served; \$400 wo food/drinks(2/1/2012). If any use of the kitchen area is required, there will be an additional \$75.00 charge. In addition to the room rental, there will be a \$100.00 deposit required, by separate check, which will be refunded if there are no damages to the facility. If the key is not returned within two days of the event, Lessee will be billed an additional \$75.00 for a replacement key. For each additional day of rental there will be an additional \$100 added to the 1 day rate for the room and \$25 for kitchen.(2/1/2012) Any days beyond a two day rental will be priced at ½ of the regular one (1) day rental fee. The kitchen fee of \$75.00 would be added to the room rental rate per day. Anyone renting the room is required to empty trash if they have food at their event. No food will be left overnight. Anyone renting the room also agrees that there will be no alcoholic beverages in the building or on the premises. This is a non-smoking facility. Renters understand that OAI will not be held liable or responsible for any accidents that occur on premises. Renters will be held responsible for any damages to the facility. This rate would apply to not-for-profits; please provide documentation prior to rental.

**Use of kitchen equipment is for warming, cleaning and storing of food items. Food shall be prepared prior to bringing to the kitchen area, unless it is an agency sponsored event. (2/1/2012)**

Anyone renting the room must schedule in advance by completing the attached room reservation form, lease agreement and payment in full prior to the event. The key cannot be picked up prior to 4:00 p.m. the day before the event. The key must be picked up no later than 4:30 p.m. If the event occurs on the weekend, the lessee can pick the key up between 4:00 p.m. and 4:30 p.m. on Friday. The key must be returned within two next business days after the event.

All caterers for agency events must be preapproved and meet the requirements to cater any event or for any food/drink to be brought into the facility. For events that are not agency related, the lessee will be responsibility for any food/drink brought into the facility. The agency will not be held liable.(2/1/2012) Please contact Sheryl Roberts by email [sroberts@oaiwp.org](mailto:sroberts@oaiwp.org) or by calling 417-256-6147 for more information. Thank you.

**Ozark Action, Inc. Central Office Meeting Rooms**  
**710 East Main St.**  
**West Plains, MO 65775**

**Individual, Business and Not-for-Profit Rate:** Less than 4 hours \$25.00 per day + \$5.00 cleaning fee. 4+hours \$50.00 + \$10.00 cleaning fee. Anyone renting the room also agrees that there will be no alcoholic beverages in the building or on the premises. This is a non-smoking facility. Renters understand that OAI will not be held liable or responsible for any accidents that occur on premises. Renters will be held responsible for any damages to the facility. This rate would apply to individuals, businesses and organizations.

Anyone renting the room must schedule in advance by completing the attached room reservation form, lease agreement and payment in full prior to the event.

Please contact Sheryl Roberts by email [sroberts@oaiwp.org](mailto:sroberts@oaiwp.org) or by calling 417-256-6147 for more information.

Thank you.

## Ozark Action, Inc. Event Rental Policies and Procedures

1. Events held in Building 2 must be scheduled through the Corporate Services Department.
2. All scheduling dates are subject to the terms of a written contract, which must be signed and returned to OAI prior to the event.
3. Any person or group booking an event in Building 2 at which sales of any product is made, must arrange for city and state sales tax to be paid on all sales. Required information must be submitted to the Fiscal Department of OAI prior to the event and must be completed at the end of the event. All items sold in Building 2 must be approved by the Corporate Services Department prior to the event.
4. No person or organization shall bring, carry in or any other manner transport onto the premises of Building 2 food or beverage of any kind, for use in an event, unless prior written approval is obtained from the Corporate Services Department.
5. Food or beverage items will not be sold or given away in Building 2 without prior approval by the Corporate Services Department. Caterers or vendors may be charged a usage fee for sale of products provided for events in Building 2.
6. Smoking is prohibited in all areas of Building 2 and near any entrance/exit doors. Smokers will need to proceed to the end of the ramp to smoke. No alcohol, firearms and/or weapons are permitted on or in any OAI property(ies).
7. Any person or group booking an event to be held at Building 2 at which a non-Missouri resident entertainers perform, will be responsible for the collection and payment of entertainer tax to the State of Missouri for such performers.
8. Prior approval is required if posters, signs and decorations are to be used for events. Such materials must not be attached to any ceiling or wall\_surfaces with nails, tacks, tape or pins and all materials must be removed at the end of the event.



9. Prior approval is required if helium tanks are to be used for balloons or if candles or other open flame devices are to be used.
10. Motor vehicles must be parked in designated parking areas and are not permitted in non parking areas. Vehicles used to transport material into the building must have the engine turned off when stopped to load or unload material.
11. No LP gas containers are permitted inside Building 2.
12. No electrical cords are permitted across aisles or walkways unless they are covered with approved safety coverings and marked to warn people walking in the area of the location of the cords.
13. Caterers for agency events must be preapproved by OAI prior to the event. Preapproval includes a current City of West Plains Business License, and proof/copy of current Health Department Inspection of cooking facilities. For non-agency events, the lessee will be fully responsible for any food/drink brought into the facility. The agency will not be held liable for these events. (2/1/2012)
14. OAI has 300 chairs available and 60 tables for use during an event.
15. Any person or group renting the facility must pickup and empty all trash and carry to the outside dumpster. No food or drinks can be left in the building overnight.
16. Any person or group renting the facility cannot pick up the key to the facility prior to 4:00 p.m. the day prior to rental. If the rental event is on a weekend the key must be picked up by Friday 4:00 p.m. prior to the event. The key must be returned, after rental event, by 9:00 a.m. the next day. If the event is on a weekend day, the key should be placed in an envelope and put in the agency drop box by 9:00 a.m. the next day. Please do not ask for permission to get the key earlier than this time without paying for additional days of rental through the rental agreement.
17. Any person or group renting the facility agrees to set up the room with the tables and chairs provided by OAI.

**Ozark Action, Inc. Building Two Conference Room**

720 E. Main – West Plains, MO 65775

**This Agreement must be signed by the LICENSEE and returned within 14 days from the issue date along with any applicable rental deposits, or the Agreement may be declared null and void by the LICENSOR and the LICENSOR shall have the right to cancel the dates being held and covered by this Agreement.**

This Agreement entered into this the \_\_\_ day of \_\_\_\_\_, 200\_\_ by and between OZARK ACTION, inc. hereinafter referred to as "LICENSOR.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereafter referred to as " LICENSEE

**WITNESSETH:**

1. **PURPOSE:** LICENSEE shall have the right to occupy the areas covered under Agreement for the sole purpose of conducting \_\_\_\_\_.
2. **LICENSE AREA:** The LICENSEE is granted use of upstairs part of Ozark Action, inc. Building Two, located at 720 E. Main, in West Plains, Missouri 65775. Other areas may not be used unless authorized in writing from the building during the period of this Agreement.
3. **LICENSE PERIOD:** LICENSEE is granted use of the building on the following date, during the hours as specified. Use of the building in excess of the times set forth may result in overtime being charged.  
 EVENT DATES:  
 EVENT TIME:  
 MOVE IN:  
 DOORS OPEN:  
 PROPOSED CATERER (must be preapproved):
4. **LICENSE FEES:** LICENSEE agrees to pay to LICENSOR as rental for said space for the period covered under this Agreement in the sum of: \$\_\_\_\_\_. LICENSEE further agrees to pay an additional \$100.00 cleaning deposit at the time of this signed agreement. There will be an additional \$75.00 charge to the LICENSEE if the key is not returned within 2 days to the central office. LICENSEE further agrees to pay any and all expenses resulting from LICENSOR'S Attempt to collect past due account of LICENSEE.
5. **ITEMS INCLUDED IN RENTAL:** LICENSOR shall include in the aforementioned rental fee normal lighting, water services, heating and/or air conditioning as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts as determined by the LISENSOR.

6. **INDEMNIFICATION AND INSURANCE:** LICENSEE agrees to assume, defend, indemnify, protect and hold harmless LICENSOR, Ozark Action, inc., its Board of Directors, its officers, employees and agents against any and all claims, demands, actions or cause of action of whatever kind, arising or resulting directly or indirectly from the use, occupancy or licensing of the building by LICENSEE, its contractors, customers, agents, officers or employees or persons attending the event covered under this Agreement. LICENSEE shall further indemnify and hold harmless the LICENSOR from all loss or expense arising from any liability or claim of liability for injuries or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the building for the event covered under this Agreement, whether such use was authorized or not, or by any act or omission by LICENSOR. LICENSEE shall further agree to pay for any and all damages to the center if such loss or damage is the result of the event covered under this Agreement.
7. **FORCE MAJEURE:** In the event the building or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, Acts of God, national emergency or other cause beyond the control of the LICENSOR then this license shall terminate and the LICENSEE hereby waives any claim against the LICENSOR for damages by reason of such termination except that any unearned portion of the license fee due hereunder shall abate or be refunded by the LICENSOR to the LICENSEE.
8. **LICENSES AND PERMITS:** LICENSEE: agrees to promptly pay all taxes, excise or license fees and to take out all licenses or permits for use of the licensed space as required by Federal, state and local law. LICENSEE further agrees to inform all exhibitors selling merchandises in the building that applicable sales tax must be filed, designating sales were made in the Ozark Action, Inc. Building Two located at 720 E. Main, West Plains, Missouri 65775.
9. **NON-ASSIGNMENT:** The LICENSEE shall not sublet or assign any portion of the building except by written permission of the LICENSOR.
10. **EVENT LEGALITY:** No performance, exhibition, entertainment or activity of any type shall be permitted in violation of Federal, State and Local laws and facility rules and regulations.
11. **OBJECTIONABLE PERSONS:** LICENSOR reserves the right to eject or cause to be ejected from the building premises any objectionable person or persons. Neither the LICENSOR nor any of its officers, agents or employees shall be liable for any damages which may be sustained as a result of such action.
12. **EVENT REQUIREMENT:** LICENSEE agrees to provide to the LICENSOR at least ten (10) days before the first day of the event covered under the Agreement, a full and detailed outline of all set-up and staffing requirements necessary for the event.
13. **PUBLIC SAFETY:** LICENSEE shall at all times maintain the event in full regard for the public safety and agrees to abide by all regulations as required by local authorities and LICENSOR responsible for insuring the public safety.
  - a. **STAFFING:** LICENSOR further has the right to protect the public safety by staffing the event in quantities the LICENSOR deems necessary. All such staffing costs will be paid by LICENSEE.

- b. **ANNOUNCEMENT:** LICENSOR reserves the right to make announcements at any time in the interest of public safety.
  - c. **EVENT INTERRUPTION OR TERMINATION:** LICENSOR shall have the right to interrupt or terminate any event or performance when in the sole judgment of the LICENSOR such an act is necessary in the interest of protecting the safety of the public.
  - d. **EVACUATION:** LICENSEE agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways and all areas of public access unobstructed at all times.
  - e. **HAZARDOUS MATERIALS:** LICENSEE agrees not to bring onto the premises any material or equipment which could constitute a hazard to property or person. LICENSOR has the right to refuse entry of any object that LICENSOR solely deems to be hazardous.
  - f. **MANAGEMENT CONTROL:** LICENSOR shall at all times maintain control of the building and shall enforce all rules and regulations relative to its operations, and shall have the right to make any decision LICENSOR deems necessary to maintain the public safety.
14. **LICENSEE PROPERTY:** LICENSEE shall assume all responsibility for any equipment or goods placed in storage on the LICENSOR'S property. LICENSEE further indemnifies and holds harmless the LICENSOR from any claims from anyone for loss or damage to property placed on the premises of the LICENSOR.
15. **DEFACEMENTS:** LICENSEE shall not injure, mar, nor in any manner deface the premises or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of the building or equipment contained herein and will not make or allow to be made any alterations of any kind to the building or equipment contained herein and will not affix or permit to be affixed by adhesives any signs posters, notices or graphics of any description without written consent of the LICENSOR. LICENSEE agrees that if the premises are damaged by the act, default, negligence of the LICENSEE, patrons, guests or any person admitted to the premises by the LICENSEE or LICENSEE'S agents, then the LICENSEE shall pay to the LICENSOR upon demand such sum as shall be necessary to restore the premises to their original condition, ordinary wear and tear is expected. However, excess mistreatment of the facility will result in the cost of the repairs being billed to the LICENSEE'S and may further cause to be removed from use of the property for future events.
16. **NON-SMOKING/ALCOHOL/FIREARMS AND/OR WEAPONS:** All of Ozark ction, Inc. properties are non-smoking and alcohol free facilities. Smoking is prohibited inside the facility or near any entrance or exit. Smokers will need to proceed to the end of the ramp area to smoke. There will be no possession and/or consumption of alcohol permitted in the building or on the premises at anytime for any reason. No firearms and/or weapons are allowed on OAI property. Violation of this policy will be grounds for immediate cancellation of this License Agreement.
17. **POLITICAL ACTIVITY AND LOBBYING:** Political Activity and Lobbying is not permitted on any of Ozark Action, Inc. properties. The LICENSEE agrees that the activities conducted during the period of this agreement will not be for the purpose of

conducting any type of Political Activity or Lobbying. In IRC 501(c)(3), lobbying is described as "carrying on propaganda, or otherwise attempting, to influence legislation," while political activity is described as "participate[ing] in, or intervene[ing] in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. If it is determined that the LICENSEE is affiliated or is conducting Political and/or Lobbying efforts on the premises, that fact shall be grounds for immediate cancellation of this license and any penalties, fines or other financial, contract, designations or loss of status by the agency will be subject to legal litigation with the LICENSEE.

- 18. **PARTY OF INTEREST:** Unless herein stated, the LICENSEE herein named is the real party of interest and as the LICENSEE is not acting for or on behalf of any undisclosed principals. If it is determined that the LICENSEE is not the real party of interest, that fact shall be grounds for immediate cancellation of this License Agreement.
- 19. **ALTERATIONS AND ADDENDUMS:** No alterations, variations, additions or addendums to the terms of the Contract shall be valid unless so stated in writing and signed by both the LICENSEE and the LICENSOR.
- 20. **AUTHORITY AND JURISDICTION:** Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of Missouri and any action herein must be brought in the District Court of Howell County, Missouri. All Matters not authorized expressly by the terms of this Contract shall be reserved to the discretion of the LICENSOR.
- 21. **KITCHEN USE:** Use of the kitchen area will be at an additional cost. Any person(s) or group renting or using the facility must comply with the requirements as noted in the caterer/vendor agreement packet.

**IN WITNESS WHEREOF THE PARTIES HERETO, HAVE CAUSED THESE PRESENTS TO BE EXECUTED AND DATED THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**BY:** \_\_\_\_\_  
**Ozark Action, Inc. LICENSOR**

**DATE:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**LICENSEE**

**DATE:** \_\_\_\_\_

Steps to Become an Approved Caterer/Vendor  
Ozark Action, Inc.

CATERER—is described as a food/drink provider who prepares, delivers and serves the meal during the event.

VENDOR—is described as a food/drink provider who prepares the food. They may deliver the food; or the group, business or individual that is hosting the event may pick up the food from the vendor.

1. Fill out application.

Upon completion of the application and approval by OAI:

2. Signed OAI Catering/Vendor Contract Agreement;
3. Provide current City of West Plains Business License (Caterer and or Vendor must provide this form);
4. Provide proof/copy of current Health Department Inspection of cooking facilities (Caterer and Vendor must provide this form).

**OZARK ACTION, INC.**  
**710 E. MAIN ST. CENTRAL OFFICE**  
**720 E. MAIN ST. BUILDING 2**  
**WEST PLAINS, MO 65775**  
**APPLICATION FOR PROVIDING CATERING/VENDING SERVICES**  
**(not all questions apply to vendors)**

1. Name of individuals, partnerships, or corporation submitting application:

\_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

Principal owner(s): \_\_\_\_\_

2. How many years has the applicant been engaged in the banquet catering or vender business? \_\_\_\_\_

Give the following information regarding past catering past catering/vending experience, beginning with the most recent client:

<u>Client /event</u>	<u>Location</u>	<u>Date</u>	<u>#served</u>
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a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

3. What is the largest number of people the applicant has served at one catered function and for what event or client? \_\_\_\_\_

4. What is the largest number of people the applicant will be able to serve at one event?
5. Give the following information regarding the applicant's background in the operation of a restaurant or other related food service business:

<u>Name of Business</u>	<u>Location</u>	<u>Dates of Operation</u>	<u>Reason for Closing</u>
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a. \_\_\_\_\_

b. \_\_\_\_\_

6. Has the Health Department ever found cause to take actions against the applicant or the applicant's place of business to correct problems related to sanitation, cleanliness or other matters pertinent to their duties?

\_\_\_\_\_ If yes, please give details of the incident(s) on a separate sheet.

7. Have legal actions ever been taken against the applicants due to a violation of a written agreement during the course of operating a food and catering service?

\_\_\_\_\_ If yes, please give detail of the incident on a separate sheet.

8. Please state any other information you deem important for consideration which may further enhance the opportunity for you to be selected as one of the qualified caterers.

The applicant does hereby attest that the information provided is true and accurate. Any falsification of information herein provided could result in termination of the catering rights for the applicant at OAI.

The applicant has been provided a copy of the Contract for Providing Catering /Vending Services to review and further agrees to the terms and conditions of said contract. Contracts, which must be signed and dated by both the applicant and Corporate Service Department, will be provided to applicants whose applications have been approved.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date



**Ozark Action, Inc. Catering or Vendor Agreement**  
**710 E. Main St. Central Office**  
**720 E. Main St. Building 2**

This Agreement entered into on this the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, by and between Ozark Action, Inc., hereinafter referred to as the “OAI”, and:

Hereinafter referred to as “CATERER or VENDOR,” for the expressed purpose of providing catering services for events scheduled at the agency under the terms and conditions as herein stated.

**WITNESSETH**

1. Application process: The CATERER or VENDOR does hereby agree to complete the APPLICATION for PROVIDING CATERING or VENDING SERVICES AT OAI in a truthful and accurate manner. This Application will be reviewed and must be approved by the Corporate Services Department before execution of this contract which allows the CATERER or VENDOR to conduct business at OAI. In the event the CATERER or VENDOR provides false or misleading information on the Application, OAI shall have the right to cancel this Contract and remove the caterer or vendor from the list of approved caterers or vendors. Contract is effective on approval and remains in effect until such time as either party chooses to cancel Contract in writing, with thirty (30) days notice.
2. Qualifying the CATERERS or VENDORS: This Contract and the aforementioned Application process are intended to aid the lessees in the overall selection process for caterers or vendors. While providing the agency and the CATERER/VENDOR with a set of rules, regulations and guidelines all parties must follow in order to conduct catering operations at OAI.
3. Any food/drink that the lessee has purchased from an approved VENDOR (if the business does not provide a catering service) they must provide a current City of West Plains Business License and provide proof/copy of current Health Department Inspection of cooking facilities.

4. OAI Agency Representation: The Corporate Services Department and all of the agency employees shall represent the agency in matters relating to catering applications and contracts as well as the interpretation and implementation of OAI policies and procedures.
  - a. If either party should take legal action as the result of a violation of the terms of this agreement, the prevailing party shall be entitled to recover the expense of such proceedings, including attorney fees, from the other party.
5. Kitchen use: The agency has a kitchen area which would be available for serving by the catering/vending firms. The kitchen appliances should only be used for warming or reheating food items. They are not be used for the preparation of the meal. Food/drink should be prepared in a health inspected kitchen. The CATERER shall be responsible for cleaning the kitchen after use and will be billed if the agency deems the kitchen has not been left in normal satisfactory manner. The CATERER will be responsible for any lost or damaged kitchen equipment or supplies belonging to the agency. The agency shall have the right to replace this equipment with the cost paid by the CATERER. The agency will not be responsible for loss or damage to any food or drink products, equipment or other items belonging to the CATERER/VENDOR.
6. Indemnification: The CATERER or VENDOR agrees to assume, defend, indemnify, protect and hold harmless the agency, its Board of Directors, its directors, employees and other agents against any and all claims, demands, actions or causes of action of whatever kind, including negligence, arising directly or indirectly from the use, occupancy or services provided and herein described. If food/drink is purchased from an approved VENDOR, OAI will not be held responsible for any damage to food or for any liability resulting from the consumption of food/drink from said vendor.
7. Insurance: The CATERER agrees to obtain and furnish the agency as an addendum to the Agreement if requested, a Certificate of Insurance of the following insurance coverage in which the agency are named as additional insured, and by which said policy will remain in effect for the duration of this Agreement;

- a. Workers Compensation Insurance in full compliance with all Federal and State laws for all of the CATERER'S employees; VENDORS must have this insurance but will not be required to provide to the agency.
  - b. Public Liability Insurance in the amounts of five hundred thousand dollars (\$500,000.00) for damages resulting from bodily injury, including wrongful death, personal liability, product liability and property damage which may arise from the operations under this agreement, whether such actions are by the CATERER itself, a subcontractor of the CATERER or anyone directly or indirectly employed by said CATERER. VENDORS must have this insurance but will not be required to provide to the agency.
8. The agency agrees to accept, in lieu of above listed insurance and liability requirements, (ref. Paragraph #6 & #7) the coverage provided by the State Legal Expense Fund, Chapter 105.711 RSMO 1986, for those CATERERS which are covered by the State of Missouri.
9. Permits and Licenses: The CATERERS must obtain and furnish to the agency copies of all permits and licenses required by any Federal, State, County or City agencies.
10. Employee Dress: All employees of the CATERER shall be clean and neatly attired.
11. Deliveries: Deliveries of all supplies, goods, wares, merchandise and equipment shall be made by the CATERER or VENDOR so as not to interfere with other activities at the agency. Supplies used in the kitchen will be transported by the CATERER or VENDOR to the kitchen.
12. Right of entry: The agency and its representatives shall have access to all areas of the agency used by the caterer.
13. Smoking is prohibited in all areas of Building 2 and near any entrance/exit doors. Smokers will need to proceed to the end of the ramp to smoke. No alcohol, firearms and/or weapons are permitted on or in any OAI property(ies).

14.Cancellations: If the agency determines that the CATERER or VENDOR has failed to render services of proper quality or has failed to perform, keep or observe any of the terms, covenants or conditions contained herein, the agency shall have the right to immediately cancel the Agreement and remove the CATERER or VENDOR from the list of available CATERERS or VENDORS for future use by AGENCY Lessees.

15.Other Agency Rights: This Agreement shall be limited to the serving of food and related catering items as herein described. The Agency shall reserve the right to allow the distribution of free food or drink products or other items of any nature whatsoever where such distribution is an integral part of an event. The CATERER or VENDOR will be required to extend or modify operations upon the request of the Lessee when it has been approved by the Corporate Services Department as being in the best interest of the Lessee or it is necessary to comply with the terms of the Agreement between the Agency and the Lessee. The agency shall further reserve the right to make alteration or changes to this Agreement as they solely deem necessary to carry out their mission. This Catering/Vendor Contract replaces any and all previously negotiated catering contract with current CATERER(s) or VENDOR(s).

16.Once a caterer or vendor is approved by the agency, the agency will provide a list to interested parties that could rent the building 2 facility which is owned by OAI.

\_\_\_\_\_  
Ozark Action, Inc. \_\_\_\_\_  
Date

\_\_\_\_\_  
CATERER/VENDOR \_\_\_\_\_  
Date