



**The Reno-Sparks Convention & Visitors Authority  
Finance Department, Purchasing Division  
Is soliciting  
Applications for Qualified Catering Companies**

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*Released by Laura Tadman, CPPB, Senior Accounting Technician/Purchasing  
(Thursday, February 20, 2014)*

Definition of Catering - **Catering Sales**: Any pre-arranged food and beverage function of multiple customers, such as receptions and banquets, where payment for the entire function rests with one individual or company.

Locations of Catering:

- a) National Bowling Stadium, 300 N. Center Street, Reno, NV 89501
- b) \*Kingpin Club at the National Bowling Stadium, 300 N. Center Street, Reno, NV 89501
- c) Reno Events Center, 400 N. Center Street, Reno, NV 89501
- d) Reno-Sparks Livestock Events Center, 1350 N. Wells Avenue, Reno, NV 89512

\*Kingpin Club at the National Bowling Stadium is the only facility where a cash bar may be provided; all other Facilities require utilization of the current concessionaire (Levy).

In the event the company is qualified as an approved vendor by the RSCVA, the company will be required to execute a Catering Agreement in form attached hereto as Exhibit "A." Upon receipt of an executed Catering Agreement, company will be included on an approved vendor list which will be provided to third-parties utilizing the above locations and requesting Catering Sales. Note that inclusion on the list of approved vendors and execution of a Catering Agreement in no way implies or guaranties that the company will be utilized for Catering Sales at any of the above locations. In the event the company is selected by a third-party, company shall be responsible for contracting directly with such third party for food service.

Catering companies interested in becoming a qualified vendor must submit the following required information:

- a) Cover Letter; to include name, address, telephone number, and email address of the principal contact. The letter should indicate the catering company's legal form (individual, partnership, corporation, joint venture, etc...).
- b) A brief history of the company's experience with food and beverage operations of similar scope and nature, evidencing the Company's ability to provide catering services to large assemblies of people.
- c) References; include 3 references of persons familiar with the catering services and include name, title, address, telephone number, and email of the primary contact and a brief explanation.
- d) Evidence of ability to obtain proof of Insurance as required by Sections 7 and 9 of the attached Catering Agreement, with actual proof of insurance to be delivered prior to commencing operations in any of the Facilities.
- e) Proof of proper licensure to conduct catering services as set forth in Section 6 of the attached Catering Agreement.
- f) Signed acknowledgment of this document.

All above requested documentation must either be mailed or emailed for consideration to:

Reno-Sparks Convention & Visitors Authority  
Laura Tadman  
PO Box 837  
Reno, NV 89504  
[Ltadman@renotahoeusa.com](mailto:Ltadman@renotahoeusa.com)

Questions should also be emailed to Laura Tadman at [Ltadman@renotahoeusa.com](mailto:Ltadman@renotahoeusa.com)

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Signature

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Date

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Printed Name

**Exhibit A**

FORM CATERING AGREEMENT

[see attached]

**CATERING AGREEMENT  
FOR  
RENO-SPARKS CONVENTION & VISITORS AUTHORITY (RSCVA) FACILITIES**

This Agreement is made and entered into by and between the Reno-Sparks Convention & Visitors Authority ("RSCVA") and «Account Legal Name», «Contact First Name» «Contact Last Name», «Account Address Line 1», «Account Address Line 2», «Account City», «Account State» «Account Postal Code» (hereinafter referred to as the "Caterer") to allow Caterer to provide nonexclusive food, beverage and related catering services for various events at the National Bowling Stadium, Kingpin Club at the National Bowling Stadium, Reno Events Center and/or the Reno-Sparks Livestock Events Center (hereinafter referred to individually as a "Facility" and collectively as the "Facilities").

Definition of Catering - **Catering Sales:** Any pre-arranged food and beverage function of multiple customers, such as receptions and banquets, where payment for the entire function rests with one individual or company. Note that Caterer may provide a cash bar at the Kingpin Club at the National Bowling Stadium only, all other Facilities require the use of the RSCVA's current concessionaire for alcohol sales.

1. **TERM OF AGREEMENT.** This Agreement shall be in effect for a period of twelve (12) months beginning \_\_\_\_\_ and ending \_\_\_\_\_. Subject to the termination provisions set forth in Section 11, below, this Agreement shall automatically renew for successive twelve (12) month periods.
2. **PAYMENTS.** Caterer agrees to pay the RSCVA a fee of twenty percent (20%) of the gross receipts, less taxes, for the catering of food and non-alcoholic beverages at each event (or part thereof), catered by Caterer, held in any of the Facilities. Caterer shall provide RSCVA notice of its entering into any agreement with a third-party for the provision of Catering Services at any of the Facilities within one (1) business day of Caterer entering into such third-party agreement.

Caterer agrees to pay the RSCVA a fee of thirty percent (30%) of the gross receipts, less taxes, for the catering of alcoholic beverages at each event (or part thereof), catered by Caterer, held in any of the Facilities.

Caterer shall present a copy of the gross billing and a check for the appropriate commission for the gross receipts within 30 days after each event (or part thereof), catered by Caterer, held in any of the Facilities. The only deduction allowed from the gross amount is the sales tax. The full commission due hereunder must be paid to the RSCVA, whether or not the third-party client has paid for the subject catering services.

Gross Receipts as the term is used herein refers to the total amount of money received or to be received by Caterer or by any agent, employee or subcontractor from all sales, whether for cash or credit, whether collected or uncollected, made as a result of the service rights granted under the Agreement; provided, however that any sales or other taxes imposed by local or federal law which are separately stated to and paid by a purchaser of any item sold by Caterer or anyone acting by or on behalf of Caterer from an authorized service or activity under this Agreement and directly payable to a taxing authority shall be excluded from the computation of "gross receipts". Further, such "gross receipts" shall include all monies paid or to be paid by a purchaser of any services provided by Caterer at the subject event, including but not limited to rental equipment (such as linens, china, centerpieces) and labor. The sale of any goods, food, beverage or other items that are returned by the purchaser and accepted by Caterer exclusive of any sales tax may be deducted from Gross Receipts.

3. **EQUIPMENT.** All equipment owned by Caterer, including linens or rented items, must be removed from the Facility immediately after completion of the catered event. No equipment may be left in the Facility. Any equipment used by the Caterer owned by either the RSCVA or the RSCVA's current concessionaire must be returned to the owner in the same or better condition than when received by Caterer. If Caterer would like to utilize any equipment owned by the RSCVA's current concessionaire (such as ice machine) arrangements must be made with concessionaire a minimum of two weeks prior to the event. Concessionaire hereby acknowledges that the RSCVA has no ability to require its current concessionaire to allow Caterer to utilize any equipment owned or under the exclusive control of the Concessionaire and the RSCVA makes no representations regarding the willingness of the RSCVA's current concessionaire to allow Caterer to utilize its equipment.

Upon the conclusion of the event, the staff at the Facility will inspect the Facility and any equipment used by the Caterer. Any damages to Facility or equipment beyond normal wear and tear will be the responsibility of the Caterer. The RSCVA will send, to Caterer, by first class mail, an itemized invoice for any damage to the facility or equipment. Caterer agrees to make payment to the RSCVA for the full amount of any damage to the facility or equipment within thirty (30) days of the date of the itemized invoice unless written approval is obtained from the RSCVA Vice President of Facilities.

The Caterer understands and agrees that no pressurized gases, such as propane, shall be permitted in the Facility at any time.

The RSCVA assumes no responsibility for any property placed in Facility or any part thereof by the Caterer or any agent, officer and/or employee of the Caterer. Caterer hereby expressly releases and discharges RSCVA from any and all liability for any property damage or loss arising out of or in connection with, directly or indirectly, the use of the Facility or any part thereof under the Agreement.

4. **TRASH DISPOSAL.** Caterer shall be responsible for proper removal and disposal of all service items on tables and clearing all food service items from all tables and for the disposal of all trash generated as a result of the catered event. Caterer shall remove all items and trash immediately upon the conclusion of the catered event to the provided dumpsters. If the RSCVA is required to dispose of trash created by an event catered by Caterer, the Caterer agrees to pay to the RSCVA on demand all charges and costs related to the removal of the trash.
5. **COMPLIANCE WITH LAWS AND REGULATIONS.** Caterer shall comply with all federal, state, county and city statutes, laws and ordinances including, but not limited to, all local public health, safety and fire regulations, and all such rules and regulations now or hereafter applicable to the Facility or to any adjoining public ways, or as to the manner of use or the conduct of the Caterer's business.
6. **LICENSE.** In order to assure the necessary health inspections of the preparation facilities and transportation vehicles are completed and comply with all applicable regulations, evidence of a valid

City of Reno Caterer's license to include the sale of alcohol, valid for at least one year, shall be delivered to the Vice President of Facilities prior to the execution of this Agreement. Thereafter, evidence of such valid license shall be provided to the Vice President of Facilities prior to undertaking to provide any Catering Services at any of the Facilities.

**Out of Area Caterers are required to have a City of Reno – Temporary Food & Alcohol Establishment Permit in addition to the City/County Caterer's License.**

7. **INSURANCE.** Within five (5) days of entering into an Agreement with a third-party for the provision of Catering Services, Caterer shall provide the RSCVA with proof of insurance in the following types and amounts, depending on the Facility:

**A. Insurance requirements for Reno Events Center, National Bowling Stadium and/or the Kingpin Club at the National Bowling Stadium**

The Caterer, at its expense, shall provide a blanket insurance policy providing coverage at all times during which Caterer is providing service at the Reno Events Center, National Bowling Stadium and/or the Kingpin Club at the National Bowling Stadium and name the Reno-Sparks Convention and Visitors Authority (RSCVA) dba; National Bowling Stadium, Kingpin Club, Reno Events Center, and the City of Reno, its officers, agents and employees as an additional insured with coverage at least as broad as Insurance Services Offices (ISO) endorsement form CG2026 07/04) on the policy and any Addendum, with limits of at least:

- a. \$1,000,000 coverage against the claims of any and all persons for personal or bodily injury (including wrongful death) arising out of the work and services to be performed hereunder by Caterer, its officers, agents, employees, subcontractors, licensees or invitees, whether or not caused in whole or in part by the alleged negligence of the officers, servants, employees of the City;
- b. A sum of not less than \$1,000,000 for aggregate products hazards (products/completed operations hazards); and
- c. A sum not less than \$1,000,000 for each occurrence for damage to the property of others; and
- d. A sum of not less than \$1,000,000 for each common cause and aggregate for Liquor Liability.

The insurance policy shall include the following:

- a. The term of insurance is for the duration of each Event, which includes the period from the right of access to set-up through the period allowed for removal of property;
- b. The policy shall require that thirty (30) days prior to the cancellation or any material change in coverage, a notice shall be given to the RSCVA by certified mail;
- c. Insurers shall have no right of recovery or subrogation against the RSCVA, National Bowling Stadium, Kingpin Club, Reno Events Center, or the City of Reno, it being the intention that the insurance policy shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
- d. Company issuing the insurance policy shall have no recourse against the RSCVA, National Bowling Stadium, Kingpin Club, Reno Events Center, or the City of Reno for payment of any premiums or assessments for any deductibles which all are at the sole risk of Licensee;
- e. The terms "Owner", "RSCVA", "National Bowling Stadium", "Kingpin Club", "Reno Events Center", and "City of Reno" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the RSCVA and the individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the RSCVA, National Bowling Stadium, Kingpin Club, Reno Events Center, or City of Reno.

- f. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the RSCVA, National Bowling Stadium, Kingpin Club, Reno Events Center, or City of Reno, to any future coverage, or to the RSCVA, National Bowling Stadium, Kingpin Club, Reno Events Center, or City of Reno's self-insured retention of whatever nature.

Caterer hereby waives subrogation rights for loss or damage against the RSCVA, its officers, agents, and employees for personal injury (including death), property damage or any other loss.

- g. Workers' Compensation and Employer's Liability at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada. Caterer shall include an endorsement waiving the insurance company's rights of subrogation against the Reno-Sparks Convention and Visitors Authority (RSCVA) dba; National Bowling Stadium, Kingpin Club, Reno Events Center, and the City of Reno, its officers, agents and employees. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13 with a revision date of January 2004.

**B. Insurance requirements for the Reno-Sparks Livestock Events Center**

The Caterer, at its expense, shall provide a blanket insurance policy providing coverage at all times during which Caterer is providing service at Reno-Sparks Livestock Events Center name the Reno-Sparks Convention and Visitors Authority (RSCVA) dba; Reno-Sparks Livestock Events Center and the County of Washoe, its officers, agents and employees as an additional insured with coverage at least as broad as Insurance Services Offices (ISO) endorsement form CG2026 07/04) on the policy and any Addendum, with limits of at least:

- a. \$1,000,000 coverage against the claims of any and all persons for personal or bodily injury (including wrongful death) arising out of the work and services to be performed hereunder by Caterer, its officers, agents, employees, subcontractors, licensees or invitees, whether or not caused in whole or in part by the alleged negligence of the officers, servants, employees of the County of Washoe;
- b. A sum of not less than \$1,000,000 for aggregate products hazards (products/completed operations hazards); and
- c. A sum not less than \$1,000,000 for each occurrence for damage to the property of others; and
- d. A sum of not less than \$1,000,000 for each common cause and aggregate for Liquor Liability.

The insurance policy shall include the following:

- a. The term of insurance is for the duration of each Event, which includes the period from the right of access to set-up through the period allowed for removal of property;
- b. The policy shall require that thirty (30) days prior to the cancellation or any material change in coverage, a notice shall be given to the RSCVA by certified mail;
- c. Insurers shall have no right of recovery or subrogation against the RSCVA, Reno-Sparks Livestock Events Center or the County of Washoe, it being the intention that the insurance policy shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
- d. Company issuing the insurance policy shall have no recourse against the RSCVA, Reno-Sparks Livestock Events Center or the County of Washoe for payment of any premiums or assessments for any deductibles which all are at the sole risk of Licensee;

- e. The terms "Owner", "RSCVA", "Reno-Sparks Livestock Events Center", and "County of Washoe" shall include all authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the RSCVA and the individual members, employees and agents thereof in their official capacities and/or while acting on behalf of the RSCVA, Reno-Sparks Livestock Events Center, or the County of Washoe.
- f. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the RSCVA, Reno-Sparks Livestock Events Center, or the County of Washoe, to any future coverage, or to the RSCVA, Reno-Sparks Livestock Events Center, or County of Washoe's self-insured retention of whatever nature.

Caterer hereby waives subrogation rights for loss or damage against the RSCVA, its officers, agents, and employees for personal injury (including death), property damage or any other loss.

- g. Workers' Compensation and Employer's Liability at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada. Caterer shall include an endorsement waiving the insurance company's rights of subrogation against the Reno-Sparks Convention and Visitors Authority (RSCVA) dba; Reno-Sparks Livestock Events Center and the County of Washoe, its officers, agents and employees. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13 with a revision date of January 2004.

**C. Insurance Requirements Regardless of Location.**

Caterer hereby waives subrogation rights for loss or damage against the RSCVA, its officers, agents, and employees for personal injury (including death), property damage or any other loss. Caterer shall not do or permit to be done anything in or upon any portion of any Facility, or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon any Facility or any part thereof, or in any way increase the rate of fire insurance upon any Facility or on property kept therein, or in any way obstruct or interfere with the right of the other tenants of any Facility, or injure or annoy them.

The RSCVA may terminate this Agreement immediately upon the failure of the Caterer to provide acceptable documentation of insurance as required by this Agreement.

- 9. **LICENSE AGREEMENT FOR LIQUOR LIABILITY.** Prior to the sale, storage, use or giving away of alcoholic beverages on or from the Premises by Caterer or another person, Caterer or Sub-Caterer, at its own expense, shall obtain a policy or policies of insurance issued by a responsible insurance company with an A. M. Best rating of AX or better and in a form acceptable to the RSCVA holding harmless and protecting the RSCVA, Contractors of the RSCVA, Washoe County, City of Reno and the National Bowling Stadium against any and all damages, claims, liens, judgments, expenses and costs, including actual attorneys' fees, arising under any present or future law, statute, or ordinance of the State of Nevada or other governmental authority having jurisdiction of the Facility, by reason of any storage, sale, use or giving away of alcoholic beverages on or from the Facility. Such policy or policies of insurance shall have a minimum combined single limit of \$1,000,000 per occurrence and shall apply to bodily injury and property damage. Policy shall name the RSCVA, Washoe County, City of Reno and the National Bowling Center as additionally insured.
- 10. **INDEMNIFICATIONS.** Caterer agrees to and does hereby, indemnify, defend and hold harmless, as applicable, the National Bowling Stadium, the Reno Events Center, the Reno-Sparks Livestock Events Center, Washoe County, the City of Reno and Reno-Sparks Convention and Visitors



Authority (RSCVA), their officers, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the work and services to be performed hereunder by Caterer, its officers, agents, employees, or subcontractors, whether or not caused in whole or in part, by the alleged negligence of the officers, servants, employee of the RSCVA. Caterer likewise agrees to and does hereby indemnify and hold harmless, as applicable, the National Bowling Stadium, the Reno Events Center, the Reno-Sparks Livestock Events Center, Washoe County, the City of Reno and Reno-Sparks Convention and Visitors Authority (RSCVA) from and against any and all injuries, damage, loss or destruction to property at the Facilities, Washoe County, City of Reno and Reno-Sparks Convention and Visitors Authority (RSCVA) during the performance of any of the terms of this Agreement, whether arising out of in whole or in part, by any and all alleged acts or omissions of officers, or employees of the Facilities, Washoe County, City of Reno and/or Reno-Sparks Convention and Visitors Authority (RSCVA).

11. **CANCELLATION**: Either party, without cause, may cancel this Agreement in its entirety by giving thirty (30) days written notice. In the event of the cancellation or expiration of this Agreement, Caterer is subject to the same terms and conditions of this Agreement if Caterer engages in any type of catering, in whole or in part, for any subsequent event in any of the Facilities unless there is a superseding written document executed by both parties.

In the event of breach of any the provisions of this contract by Caterer, including, but not limited to, the non-payment of fees or failure to provide proof of insurance, the RSCVA may terminate this contract immediately by giving written notice to Caterer.

12. **NO RIGHT TO PROVIDE CATERING SERVICES**. Caterer expressly acknowledges and agrees that the execution of this Agreement by Caterer does not in any way imply or guaranty that Caterer will be selected by any third-party to provide Catering Services at any of the Facilities. It is possible that, although being included on the RSCVA's list of approved caterers and the execution of this Agreement, Caterer will never provide Catering Services at any of the Facilities. In that regard, the RSCVA shall have no obligation to market or otherwise assist Caterer in any manner related to being selected by a third-party for the provision of Catering Services.
13. **GOVERNING LAW**. The Agreement shall be deemed to have been made in and be construed with the laws of the State of Nevada and venue shall be in the State or Federal Courts located in Washoe County, Nevada.
14. **NOTICES**. All notices required shall be in writing and sent by certified mail, return receipt requested, to the **RSCVA Finance Dept. Attention: Laura Tadman, PO Box 837, Reno, NV 89504**.
15. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement between the parties and may be amended only in writing and executed by duly authorized representatives of the parties.
16. **AMENDMENT**. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.
17. **FORCE MAJEURE**. If a Facility or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Facility for the purposes and during the periods specified in this contract or if the use of the Facilities by Licensee shall be prevented by act of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, flood, or any other like cause beyond the control of the Facilities, RSCVA, Washoe County and/or the City of Reno, then this contract shall terminate and Caterer hereby waives any claim against the Facilities, RSCVA, Washoe County, and/or the City of Reno for damages by reason of such termination.
18. **INDEPENDENT CONTRACTOR/NO PARTNERSHIP**. The doctrine of respondent superior shall not apply as between the Caterer, RSCVA, Washoe County or the City of Reno and nothing

contained in this Agreement shall be deemed to constitute any party to this Agreement as partners or joint ventures with each other, nor shall the Caterer be considered to be an agent, representative, or employee of any other party to this Agreement. Caterer shall have the exclusive control of and the right to control its employees and the details of its operation at the Facilities and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors.

19. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this contract shall be considered as if such invalid, illegal or unenforceable provisions were never contained herein.
20. **RECORDS, ACCOUNTING AND AUDIT.** Caterer shall keep at its headquarter office adequate and accurate accounting book and records prepared in accordance with GAAP of all business and transactions conducted under this Agreement. Caterer shall preserve and make available for audit and examination by the RSCVA and its agents all of such records within seven (7) days notice. Should such audit(s) uncover a deficiency or deficiencies in payments to the RSCVA for any period covered, Caterer shall pay to the RSCVA the amount of such payment deficiency within twenty (20) days following receipt of the audit report.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_, 201X in Reno, Washoe County, Nevada.

**RENO-SPARKS CONVENTION AND VISITORS  
AUTHORITY**

**«Account Legal Name»**

\_\_\_\_\_  
**By:**  
**Name:**  
**Its:**

By: \_\_\_\_\_  
**«Contact\_First\_Name» «Contact\_Last\_Name»**