

## **POLICY #10885**

**TITLE:** Uniplex Food and Beverage Policy

**ADOPTED BY:** City Council

**ORIGIN:** Community and Leisure Services Committee

**REVIEWED BY:** Community and Leisure Services Committee

**JURISDICTION:** City of Humboldt

**EFFECTIVE DATE:** December 11, 2014

**AMENDED:** January 23, 2017

**PAGE:** Page 1/3

August 14, 2017

### **1. PURPOSE**

1.1. The City deems it expedient to develop a policy to govern all aspects of food and beverage consumption within the confines of the Humboldt Uniplex facility. This policy outlines the guidelines and restrictions for the consumption of food and beverages within the facility.

### **2. GENERAL POLICY**

2.1. The provision of food and beverage services within the Uniplex facility is the exclusive right of the City of Humboldt. The City reserves the rights to provide food and beverage services through in house catering and concession services, through subcontracts with Approved Vendors and by any other means deemed appropriate by the Community & Leisure Services Department.

2.2. The Uniplex Food Services branch of the Community and Leisure Services Department retains full rights to all concession and vending services within the Uniplex facility and may operate all aspects internally or sub-contract some or all operations to qualified vendors as it sees fit.

2.3. The Humboldt Uniplex permits the following consumption of food and beverages within the facility:

2.3.1. Food products purchased from the Uniplex Concession or vending machines throughout the facility.

2.3.2. Food products prepared by or purchased by and consumed by the individual (i.e. bagged lunches, fast food, etc.)

2.3.3. Food products sourced by the renter, to be served to a rental group, provided they meet requirements for, and complete, a Food Consumption Liability Waiver and submit to the Uniplex Administration prior to consumption.



2.3.4. Food products provided by a licensed caterer on the Approved Caterer List.

2.4. The Humboldt Uniplex may grant special circumstances to rental groups provided that it is part of a formal contract or agreement where consideration has been made in regards to the potential lost revenue and other allowances made by the City to accommodate the request. In any circumstance in which special circumstances have been approved, it is the responsibility of the approved party to ensure that all public health and food regulations are adhered to.

### **3. FOOD CONSUMPTION LIABILITY WAIVER**

3.1. Renters are permitted to complete a Food Consumption Liability Waiver and source food provisions as they see fit, provided they adhere to the following:

- 3.1.1. The rental is not a banquet or other meal provided to patrons in exchange for a paid admission fee to the event (i.e. fundraiser banquet, etc.)
- 3.1.2. The renter assumes all risks associated with the preparation of food supplied for the event, including matters of health and safety associated with.
- 3.1.3. The renter is in good standing with the City of Humboldt

3.2. Renters are required to investigate the need for a temporary food event permit and make themselves aware of any food preparation and handling guidelines and procedures as outlined by the local health region.

3.3. Events that charge an admission fee to attend do not qualify to receive a Food Consumption Liability Waiver and must secure a food supplier from our Approved Caterers List.

### **4. APPROVED CATERERS LIST**

4.1. The Uniplex Food Services has the capacity to serve the catering needs of small events and meetings. Rental groups are encouraged to take advantage of this internal option, but are permitted to contract outside food service providers that have met all criteria and have been added to the Approved Caterers List.

4.2. Approved Caterers must meet the following requirements:

- 4.2.1. Complete the Approved Caterers Request Form in its entirety
- 4.2.2. Possess a valid license to operate within the City of Humboldt
- 4.2.3. Provide proof of insurance
- 4.2.4. Prepare food in a licensed food service facility in an approved manor

- 4.2.5. Be in compliance with all local, provincial and federal regulations pertaining to food handling and safety
- 4.2.6. Remain in good standing with the City of Humboldt and Community and Leisure Services Department
- 4.2.7. Employ staff that are trained and qualified to prepare, transport and serve food in a safe and healthy manor
- 4.2.8. Comply with all facility policies and regulations
- 4.3. Caterers looking to be added to the Approved Caterers List must provide a minimum of three (3) weeks to have their application processed and approved.
- 4.4. The Approved Caterer List will be provided to all rental groups requesting food and beverage services. Renters will also be informed of the facility's food policy.
- 4.5. Approved Caterers accept full responsibility for any problems resulting from food that has been:
  - 4.5.1. Prepared by the caterer; and
  - 4.5.2. Not prepared by, but picked up or handled by the caterer

# Humboldt Uniplex Food Consumption Liability Waiver



## RENTER INFORMATION

<b>IMPORTANT:</b> The City of Humboldt reserves exclusive rights to food and beverage provisions within the Uniplex as outlined in policy #10885 Uniplex Food and Beverage Policy. If your rental qualifies to apply for a Food Consumption Liability Waiver, and you wish to source your own food provisions, please detail request below:	
Name of Organization:	
Name of Person Making Request:	
Telephone:	Email:
Name of Event:	Date of Activity/Event:
Description of Event:	
Reason for Waiver Request:	
Source(s) of Food Provisions:	

**Assumption of Risk and Waiver of Liability:** In consideration of the above, I/we, assume all risks associated with the preparation of food products supplied under this Agreement, including matters of health and safety associated therof. I/we do hereby **release, waiver, discharge and covenant not to sue** the City of Humboldt, their representatives, employees and agents from liability **from any and all claims** resulting in personal injury, accident, or illness, including death and property loss arising from any and all food products provided under this Agreement.

**Indemnification and Hold Harmless:** I agree to INDEMNIFY and HOLD the City of Humboldt, their representatives, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result in my negligence in the preparation or delivery of food products served under this Agreement and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the laws that govern the facility, federally, provincially and otherwise, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** as relates to this Agreement to the greatest extent allowed by law.

Name of Authorized Representative:	
Signature:	Date:

## City of Humboldt Review and Approval

Request is:	<input type="checkbox"/> Yes, Approved.	<input type="checkbox"/> No, Not Approved.
Conditions & Comments:		
Authorized Representative:	Title:	
Signature:	Date:	