



Contract No. TT-_____
Convention Services Department

TOWN OF TAOS CONVENTION SERVICES
ALCOHOL & BEVERAGE DISPENSER SERVICES CONTRACT

This contract is hereby made and entered into by and between the **Town of Taos**, a New Mexico Municipality (hereinafter "TOWN") and _____ (hereinafter "CONTRACTOR") on this 1st day of July 2008.

WHEREAS, the TOWN has found it necessary to retain the services of CONTRACTOR to provide Alcohol and Beverage Dispenser Services for the Taos Convention Center.

WHEREAS, the TOWN desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the parties that:

1. Scope of Work. The CONTRACTOR has been retained by the Town to provide non-exclusive Alcohol and Beverage Dispenser services as one of multiple dispensers at the Taos Convention Center. These services can only be provided by a CONTRACTOR applying for a Town of Taos Special Dispenser Permit and the Alcohol and Gaming Division Special Dispenser Permit and permits must be approved by same per event. A further description of services to be provided by CONTRACTOR is included herein as **Attachment A**, and incorporated herein as part of this Agreement.

CONTRACTOR understands that the Town has also contracted with other Alcohol and Beverage Dispenser companies to provide Alcohol and Beverage Dispenser services, and that the customers who utilize the Taos Convention Center will have the option of selecting the Alcohol and Beverage Dispenser company that will serve them during their event.

The Town of Taos reserves the right to reactivate its Governmental Liquor License at its sole discretion with the approval of the Alcohol and Gaming Division.

2. Address & Phone Contact. The address (mailing and, if different, physical location) and phone number(s) of CONTRACTOR are:

3. Term. This contract shall be effective from the date first entered above and terminate pursuant to the termination provision herein.

Compensation: The CONTRACTOR shall pay the Town the sum of 15% of the gross sales (less tax and gratuities) of all alcohol and beverages sold and/or served by CONTRACTOR during the event for which the CONTRACTOR was retained by the client.

Commissions will also apply to any off-premises Alcohol and Beverage event, if such event is scheduled or referred by the Taos Convention Center, or if Town facilities are used in preparation of food and/or beverages. CONTRACTOR is responsible for paying the cost and fees of all state and local business licenses and fees.

4. Payment Terms and Conditions:

Gross receipts will be determined by requiring each CONTRACTOR to provide the Taos Convention Center a copy of the signed agreement between the CONTRACTOR and the client. The agreement shall include all costs to be paid by the client to the CONTRACTOR for the event. Alcohol and Beverage dispensing agreements between the CONTRACTOR and the client must be coordinated with the Taos Convention Center Sales Office to ensure that the facility is booked for the event, security arrangements have been made, and that the appropriate fees are paid timely.

The CONTRACTOR must provide the Taos Convention Center Sales Office the Alcohol and Beverage Dispenser agreement signed by the CONTRACTOR and the customer no less than 15 days prior to the scheduled event.

CONTRACTOR shall account for sales by a numbered customer invoice and submit all numbered invoices and receipts with commission check within 72 hours after the event. Should CONTRACTOR provide sales to customer *per item* such as sales from a cash bar, a cash register receipt is necessary for sales accounting. Alcohol and Beverage commissions must be paid using one check for each event and customer invoice number must be noted on each check.

CONTRACTOR agrees to provide the Town with a detailed cumulative quarterly and annual sales report along with a full and complete description of all Alcohol and Beverage Dispenser events using invoice numbers, the gross sales generated from each event, and the amount paid or received from tax and gratuity. These reports must be submitted within 10 days following the end of the quarter.

The Town reserves the right to inspect and audit the books of the CONTRACTOR at any time during the term of this Agreement.

5. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the TOWN. If any deficiencies are noted during the review process, the CONTRACTOR may be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

6. Termination. This contract may be terminated at will, by either party, with or without cause. Termination shall be by written notice which shall be delivered or mailed (certified mail, return receipt) to the other party. If notice is by mail, notice (i.e., the effective date of termination) will be deemed to be effective thirty (30) calendar days from the date of the postmark. If notice is hand-delivered, termination is effective as of the time of delivery to the CONTRACTOR (personally or at his/her office) or when delivered to the Office of the Town Manager and the Convention Center Director. If notified of termination, CONTRACTOR shall immediately cease performing services and deliver, to TOWN, any work in progress. If CONTRACTOR terminates this contract, notice of termination shall include CONTRACTOR'S final statement. In no event shall termination nullify obligations of either party prior to the effective date of termination.
7. Conflicts Provision. Should there be any conflict between any term, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.
8. Status of CONTRACTOR. CONTRACTOR acknowledges that it is an independent CONTRACTOR and as such, neither it, its' employees, agents or representatives shall be considered employees or agents of the TOWN, nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of Town vehicles, or any other benefits provided to Town employees.
9. Non-Agency. CONTRACTOR agrees not to purport to bind the TOWN to any obligation not assumed herein by the TOWN, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.
10. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the TOWN.
11. Worker's Compensation. CONTRACTOR acknowledges that neither it, its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the TOWN's policy. The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensations Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.
12. Taxes. CONTRACTOR acknowledges that it, and it alone, shall be liable for and shall pay, the applicable gross receipts and all other taxes due on all monies paid to it under this contract and that the TOWN shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the TOWN shall have no liability for payment of such taxes or amounts.

13. Records-Audit. CONTRACTOR shall keep, maintain, and make available to the TOWN all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, CONTRACTOR shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the TOWN or its authorized representative or agent, including federal and/or state auditors.
14. Indemnification. CONTRACTOR agrees to defend, indemnify and hold harmless the TOWN from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the TOWN from all personal claims for any injury or death sustained by CONTRACTOR, its clients, employees, agents or other representatives while engaged in the performance of this contract.
15. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the TOWN.
16. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
17. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
- ~~18.~~ Required Liability Insurance. The Town of Taos hereby requires CONTRACTOR to provide Liquor Liability Insurance in amounts of at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). CONTRACTOR also agrees to provide General Liability in the amounts of \$1 Million Aggregate, 1 Million per occurrence, naming the Town of Taos as Additional Insured. CONTRACTOR is responsible for security of all property on the town premises and shall hold the Town harmless from any loss and shall insure itself against theft, loss and damage, included, but not limited to, fire, water, power fluctuations or outages. The CONTRACTOR shall name the Town as an additional insured on its insurance policy.
19. Default by CONTRACTOR. In the event that CONTRACTOR defaults on any term or provision of this contract, the TOWN retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the TOWN the reasonable costs, including court fees and attorneys fees and direct and indirect damages, incurred in the enforcement of this contract.

20. Efforts to Cure. If the TOWN elects to provide the CONTRACTOR with notice to cure any deficiency or defect, the CONTRACTOR may have the time specified in the written "Notice to Cure" Authorization. Failure, by the CONTRACTOR, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provisions herein.
21. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
22. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
23. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the TOWN. Any legal proceeding brought against the TOWN, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
24. Applicable Liquor and Licensing Law. CONTRACTOR is responsible for complying with all federal, state, and local laws encompassing the purchase, sale and transportation of liquor and shall protect and defend the Town's interest.
25. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

CONTRACTOR:

CONTRACTOR

CONTRACTOR'S GRT/CRS Number OR

CONTRACTOR'S Fed. Tax ID No. or SSN

ACCOUNTING APPROVAL:

Marietta S. Fambro, Finance Director
Budget Line Item: _____

Approved as to Form

Renee Barela-Gutierrez, Esq.
Attorney for Town

Contract # TT__ -- _____

TOWN OF TAOS MANAGER

ATTACHMENT A

_____ (hereafter CONTRACTOR) agrees to the following supplemental Scope of Work for the provision of Alcohol and Beverage Dispenser Services at the Town of Taos Convention Center and other offsite events of the Town:

The Taos Convention Center has a commercial kitchen available that is approved by the New Mexico Environment Department. The kitchen will be available for use by the CONTRACTOR in providing Alcohol and Beverage Dispenser services at the Taos Convention Center and for off-site events that are booked as part of a Taos Convention Center Group booking only. The facility may not be used by CONTRACTOR for any other event or purpose.

- 1) The CONTRACTOR shall provide Alcohol and Beverage Dispenser service to events at the Town of Taos Convention Center as authorized and coordinated by the Town.
- 2) CONTRACTOR will provide the Taos Convention Center Sales Office with a PDF electronic file and a hard copy to be placed in the Convention Center Sales Office, which includes a description of the Alcohol and Beverage Dispenser services provided, menus, business cards, price listings, and other information the CONTRACTOR wishes to provide the client.
- 3) Information provided by the CONTRACTOR may be used on the Taos Convention Center website. The CONTRACTOR shall provide professionally printed Alcohol and Beverage Sales Prices at each Serving Station as well as all permits and signage required by the Alcohol and Gaming Division.
- 4) The Town reserves the right to have Taos Convention Center Staff utilize the commercial kitchen to provide food and beverage items for breaks and provide snack services as determined by the Town.
- 5) The CONTRACTOR will be allowed to use the kitchen and facilities and its equipment, provided that the kitchen and facilities and equipment are fully cleaned and sanitized immediately after each use, and all refuse is removed and disposed in the refuse containers outside the building. Taos Convention Center staff will inspect all kitchen and facility areas with CONTRACTOR prior to use and after each event. CONTRACTOR must comply with Taos Convention Center staff cleanup instructions.
- 6) The CONTRACTOR will be required as a condition of accepting an Alcohol Dispenser Services contract, to provide a cleaning and damage deposit of \$250.00. If the CONTRACTOR is also and approved Caterer, then only one deposit is required. The deposit will be held by the Taos Convention Center, and returned to the CONTRACTOR at the end of the contract term provided that no damages to the Taos Convention Center property have occurred as a result of the CONTRACTOR'S operations. All damages caused to equipment, furnishings or facilities by the CONTRACTOR shall be repaired or replaced under the approval and supervision of the Town.

- 7) The Taos Convention Center will provide the tables, chairs, and their set-up for approved Alcohol and Beverage events at the Taos Convention Center. For all offsite events, all tables, chairs, and other equipment rentals must be provided and/or secured by the CONTRACTOR.
- 8) The CONTRACTOR will be required to provide all other supplies (including linen, skirting, alcohol and beverage serving items, etc), equipment, and sufficient staff to provide quality catering services. The CONTRACTOR must also obtain and display all required permits from the New Mexico, Alcohol and Gaming Division and comply with all applicable regulations including use of equipment necessary to insure proper health code temperatures and sanitation for the transportation and delivery of all alcohol and beverages during the term of the contract, a copy of which must be submitted to the Taos Convention Center Sales Office prior to a contract being awarded. All violations and reports must be reported to the Taos Convention Center Director within 24 hours of receipt.
- 9) The CONTRACTOR may charge the client fair setup fees and bartender fees, and other fees that reflect only the cost of the labor, supplies and insurance. No profit shall be gained in charging these fees.
- 10) The CONTRACTOR is responsible for providing appropriate security by a licensed security firm for all alcohol and beverage events as deemed appropriate by the Taos Convention Center Director including, but not limited to dances, concerts, quincenieras, weddings, showers, etc. Any activity in which alcohol is to be served as part of the event will require security personnel to be present throughout the event. Approval of a security plan by the Taos Convention Center will be required.
- 11) The CONTRACTOR is responsible for providing replacement trash bags, breaking down all cartons and removing all trash, garbage, decorations, food and drink from the Taos Convention Center kitchen, banquet, hallways and outdoor areas following each event, depositing trash in the refuse containers outside the facility and washing all trash cans. Additional charges may be assessed for excessive trash or additional trash pick-ups.
- 12) The CONTRACTOR is responsible to provide equipment and supplies for prompt cleaning and scrubbing of any walls, doors, floor tiles, upholstered chair cushions, and carpeted areas in the Taos Convention Center in which food or drink has been dropped or spilled to prevent damage or staining of these areas.
- 13) The CONTRACTOR shall not block any interior access points and comply with the fire code.
- 14) The CONTRACTOR is responsible for notifying facilities staff to lock and secure all doors after each event.
- 15) It is the CONTRACTOR'S responsibility to report any violations of law and to notify the Taos Convention Center Sales Office of any such violations and reports.
- 16) The CONTRACTOR is responsible for all fines and fees imposed due to their violation of law or ordinance even if the Town or the Taos Convention Center is cited.

- 17) The CONTRACTOR shall be required to train their employees on appropriate behavior and courtesies when providing alcohol and beverage dispenser services at the Taos Convention Center.
- 18) All CONTRACTOR'S employees should be appropriately attired and uniformed during events. Inappropriate uniforms may be identified by the Taos Convention Center and the CONTRACTOR shall be asked to modify the uniform.
- 19) CONTRACTOR shall ensure that a sufficient number of employees are provided for each event to ensure ~~food~~ alcohol and beverage dispenser service is provided in a timely manner, and that the area is cleaned up promptly following each event.
- 20) The Taos Convention Center will seek separate caterers for the serving of food at catered events. The CONTRACTOR will be required to work cooperatively with Town of Taos approved caterers. The Town reserves the right to amend or make changes to this item.
- 21) The Taos Convention Center will provide clean up and maintenance of the public restroom areas during each event. The CONTRACTOR is responsible for all other areas inside and outside of the facility. During and after events the CONTRACTOR shall wipe down tables and ensure that all areas are kept clean. The CONTRACTOR shall ensure that outdoor areas and hallways are policed regularly.
- 22) The Town of Taos reserves the right to add additional CONTRACTORS both at the Taos Convention Center and offsite venues as deemed necessary.
- 23) At certain times, multiple events may be occurring at the Taos Convention Center which may require more than one CONTRACTOR to use the kitchen facilities. During those events, common courtesies and full cooperation between the CONTRACTORS are required.
- 24) Parking – All CONTRACTOR'S employees are to park in the Town Hall parking lot. There is no employee parking in the alley between the Convention Center and the Fire Department. Loading and unloading is allowed in the back of the Convention Center, but then vehicles must be removed to regular parking. All CONTRACTOR vehicles must be removed after event. No overnight parking will be allowed.
- 25) Illegal drugs and alcohol consumption by CONTRACTOR or employees and staff is not allowed in or on Town property when using Town facilities; violation of this policy is grounds for immediate termination of this contract.
- 26) Delivery of supplies and equipment – Vendor deliveries are allowed between 8:00 a.m. and 5:00 p.m. only, unless other arrangements have been made with the Convention Center Director. CONTRACTOR must be present for all deliveries or delivery will be refused. CONTRACTOR is responsible for notifying all vendors of this schedule. Vendor is not allowed to park in delivery area before 8:00 a.m. or after 5:00 p.m.

- 27) The kitchen facility must be scheduled by the CONTRACTOR with the Facilities Maintenance Superintendent as soon as possible after a contract is signed, but no later than 5 business days prior to the event.
- 28) No office or storage space will be made available for use by CONTRACTOR.
- 29) Set up charges may apply if a Request for Change in an event is made by the CONTRACTOR after an agreed-upon set up is completed. The per-hour charge shall be \$35.00.
- 30) It is the responsibility of the CONTRACTOR or his representative to set up function review meetings prior to the event to review the requirements and to convey the decisions made at the function review meeting to each respective party in an accurate and timely manner.
- 31) CONTRACTOR shall coordinate with the Taos Convention Center all scheduled times whenever they expect to be in the kitchen facility. In particular, event set up times for both the Taos Convention Center and CONTRACTOR must be coordinated in advance so that appropriate scheduling can be developed.
- 32) CONTRACTOR shall provide an Event Report (created by Convention Center) for each event, including a review of each function. The review should focus on improvements, and include incidents, complaints and/or other problems; as well as an overall statement on how the event went. This report will be submitted with payment of commission and executed copies of catering contracts if not previously submitted.
- 33) The CONTRACTOR shall provide written responses to customer complaints and/or negative customer evaluations within five (5) working days with copies of both the complaints and responses forwarded to the Taos Convention Center Director.