



Orange County Convention & Expo Center  
11475 Hwy 1442  
Orange, Texas 77630

## CATER LIABILITY WAIVER FORM

***This Form is to be filled out by the Catering Firm that you hire for services provided at the OC Expo Center; it will need to be returned to OC Event Coordinator 30 days prior to your Event Date.***

**To participating as a vendor at The Orange County Convention & Expo Center: you must be a permitted Cater in Orange County. If not; contact James Scales-OC Health Inspector 409-745-9748**

**Please READ and SIGN the waiver below.**

I, \_\_\_\_\_ the Vendor, understand and agree as follows:

1. That I am an adult (over the age of 18) and that I am responsible for anyone accompanying me, Regardless of age
2. That I may not Provide Service unless this waiver is read and signed.
3. That I may be photographed during the event by OCCEC staff and local media agencies covering OCCEC event's, for which I hereby agree to have published without further release from me. This will constitute a "model release" with regard to any media bearing my likeness used for purposes of public relations or marketing of this event or any other purpose sought by OCCEC, or its representatives.
4. That I, the Vendor/Cater will provide all equipment and protective gear for myself, and those accompanying me, for our own utilization in connection with service provided. I will not attempt to use any equipment with which I am unfamiliar, do not know how to operate safely, and/or have not provided for my own Product Service, or been provided to me by OCCEC. I will notify an OCCEC representative if I am not familiar with the safe operation and use of equipment and tools permitted for use by me in connection with any Vendor Service.

5. That I, the Cater will be aware of all ingredients involved in the making of my products in case of food allergies.

6. That I, the Cater am fully responsible for researching and complying with the current State and Federal Health & Food Safety Laws

[Currently the Texas Senate Bill 81, or the Cottage Food Bill, allows for vendors to sell goods directly (Directly only, like at the market) to customers that were made in home kitchens, but it has to be in your home (no buildings out back), otherwise it counts as a commercial kitchen. It was designed to make it easier to conduct farmers markets and CSA's.]

7. That I, the Cater am fully responsible for collecting sales tax on any taxable item, excluding edible products. OCCEC is not responsible for the collection of sales tax.

8. That I understand there are risks and hazards in connection with the participation in ANY OCCEC Event. I am fully aware of the risks and hazards associated with my participation in this activity, including the risk of physical injury or disability as the result of such injury, or death and I, and any and all peoples accompanying me, are voluntarily participating in these OCCEC event. I acknowledge and accept the responsibility of any injury or death sustained by persons AS A RESULT OF MY PRODUCT OR ACTIONS. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS; PROPERTY DAMAGE; PERSONAL INJURY or DEATH that may be sustained by myself, or by others if as a result of my product; or any loss or damage to property as a result of being engaged in such an activity.

I hereby RELEASE, WAIVE, DISCHARGE, and HOLD HARMLESS OCCEC and its representatives, officers, servants, agents, employees and other Elected officials ("RELEASEES") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury or death, that may be sustained by me, or to any property belonging to me while participating in All OCCEC Events.

9. That I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs that may incur due to participation All OCCEC Events.

10. That I expressly intend that this Release and Hold Harmless Agreement shall bind the members of the my family and spouse (if any), as long as I am living , and my heirs, assignees and personal representative, in the event of my death, and shall be deemed as a RELEASE, WAIVER, AND DISCHARGE of the above named RELEASEES. It is hereby further agreed to that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

11. That I understand that the RELEASEES will not be responsible for any medical costs associated with any injury.

12. That I specifically acknowledge that the I, the Vendor/Volunteer am engaging in this service as a

vendor/ cater, at my own request and risk, and not as an employee of OCCEC , and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from OOCEC , nor will such a claim be made by me or on my behalf

13. That I have read this Registration, Waiver of Liability, and understand its terms, and I voluntarily execute it with full knowledge of its significance.

14. I am a Permitted Caterer in Orange County:

*If not; contact James Scales Orange County Health Inspector for permit.*

*He can be reached at 409-745-9748 [jscales@co.orange.tx.us](mailto:jscales@co.orange.tx.us)*

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**Cater Signature**

**Print Name**

Date, from which this Waiver is hereby effective \_\_\_\_\_

Event Date \_\_\_\_\_

Your Event Client \_\_\_\_\_

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

Your Company Address: \_\_\_\_\_

Event Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Emergency Contact Number: \_\_\_\_\_

***Any Questions Please call or contact***

***Sabrina Gray***

**Orange County Event Coordinator**

**11475 Hwy 1442**

**Orange, Texas 77630**

**Fax 409-745-9898**

**409-745-9712**

**[sgray@co.orange.tx.us](mailto:sgray@co.orange.tx.us)**

## **Decorating and Set Up Guidelines for OCCEC**

### **Clients and Client's Vendors**

*The following restrictions were designed to retain the value and appearance of the Orange County Convention & Expo Center, furniture and fixtures, also to provide safety to our patrons. If you have questions during your event set up or need assistance please feel free to inquire with OC Event Staff.*

- Know that the table and chair set up's have been approved by City of Orange Fire Marshall, OC Event Coordinator and Client, you are not to re-arrange tables and chairs
- Do not prop glass doors open, damage will occur with over extension of door hinges, use designated Loading Door at North West side of Ballroom, this door is 45"
- Any Decorations to be hung in Ceiling have to be approved by OC Event Coordinator prior to event set up day, no exceptions.
- No Wire can be used to attach decorations to Columns or ceiling in Building, only "Command 3M" products ,Gaffers Tape can be used to install decorations
- You are responsible for removing all mechanics and trash used to decorate and set up
- No Power Tools can be used inside building or outside of OCCEC building with the exception of cordless Screw Gun
- No painting, spray painting, glue or glitter decorations on OCCEC property
- No ladders will be provided by OC You will need to bring an 8ft ladder to hand decorations in ceiling
- If you bring in Props; example: Furniture, signs, antique items, a protective layer needs to be placed between the item and the floor to be protected from scratching or staining
- No standing in chairs or on tables, use your ladder
- Do not apply stickers or objects with a sticky substance to any surface
- The use of open flame candles needs to be approved by OC Event Coordinator. Floating candles in water are preferred

- Do not pour liquids or gel products used for floral arrangements into sinks, water fountains, drains or toilet, TAKE IT WITH YOU.
- Adequately protect tables and chairs during decorating & set up
- Do not use the partition wall tract for hanging or securing any thing
- Ask for assistance if you need to hang decoration on ceiling tile frame, we have magnets for you to borrow.
- No Helium filled Balloons only Air Filled
- No Fog Machines
- No Duct Tape anywhere; Only Gaffers Tape

**I HAVE READ THESE GUIDELINES**

Signature\_\_\_\_\_

**Thank you for being a good steward of the  
Orange County Convention & Expo Center,**

Any Question Please Call or Contact

**Sabrina Gray  
Orange County Event Coordinator  
409-745-9712  
sgray@co.orange.tx.us**

## Warming Kitchen Use Policy

**Definition:**

**Self-Catered-** refers to Persons bringing in food to be heated and served; by anyone other than Preferred Orange County Cater or Restaurant

**Vendors-** a Company, Sole Proprietor or individual you are contracted with to provide a serve to you for the duration of your event at the OCCEC

**Organizers-** individuals, family members, assisting you in your event

**Warming Kitchen Policy:**

- Use of Warmer Box, Ice Machine, Refrigerator, Sinks and Preparation Table are available with the \$100.00 rate
- Use of Gas Stove and Oven is an additional \$50.00 charge
- Cleaning policy is the same for Self- Cater and OC Permitted Cater events
- Sterno and Electric Warmers can be used
- No Food can be prepared from start to finish in the Warming Kitchen, this is a kitchen to warm food or keep chilled until time of serving
- You are responsible for insuring that no food is washed down drains in either sink
- Wipe down all equipment ; using Only products that are provided by OC
- Sweep and Mop floors, leave them as you found them
- If rental equipment is to be picked up at a later date; prior arrangements need to be discussed with OC Event Coordinator
- Failure to follow Policy will result in forfeiture of Security Deposit
- Extra cleaning by Orange County Staff as a result of not following Cleaning Policy will result in a charge of \$25.00 an hour per person. This will be deducted from your Security Deposit or Invoiced directly to you.
- Upon signing User Agreement Contract you agree to comply and relay to Organizers and Vendors all terms of the Contract and OCCEC Operational Guidance Manuel.

**Authorized Event Contact or Cater Initials:** \_\_\_\_\_ **Date:**

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