



2801 West Bancroft Street
Toledo, Ohio 43606

UNIVERSITY OF TOLEDO FOODSERVICE WAIVER

THIS AGREEMENT, made this ___th day of _____ 2017, by and between THE UNIVERSITY OF TOLEDO, 2801 West Bancroft Street Toledo, Ohio, hereinafter designated as “UNIVERSITY” and _____, hereinafter designated as “USER”,

LET IT BE KNOWN, that under the terms and conditions hereof, the “UNIVERSITY” grants to “USER” a waiver to use an off-campus caterer to provide food service at _____, _____, 2017 from __: __ .M. to __: __ .M.

USER shall be responsible for all injury or damage of any kind resulting from or arising out of USER’s, subcontractor’s or any such operations or services as provided under this Agreement. In addition to the liability imposed upon USER on account of personal injury (including death) or property damage suffered through the acts or omissions of USER or its officers, employees, or agents, USER assumes the obligation to hold the University harmless and to indemnify the University from every expense, liability, or payment including attorney’s fees, resulting from or arising out of or through injury (including death) to any person or persons and damage to property regardless of who may be the owner of the property, arising out of or suffered through any act or omission of USER or any USER, or anyone directly or indirectly employed by or under the supervision of any of them in the prosecution of the operations included in this Agreement, unless caused by the sole negligence of the University. The University will not be responsible in any manner for loss or damage to USER’s or subcontractor’s stored supplies, materials, or equipment or for any of USER's employees' personal belongings brought onto the premises.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2017.

_____:

UNIVERSITY OF TOLEDO:

By _____

By _____

Title _____

Title _____

Date _____

Date _____