

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY STUDENT CENTER
AND
AUXILIARY BUSINESS SERVICES**

This memorandum of understanding (MOU) is made and entered into on this 1st day of January 2021, by and between the University Student Center (SC) and the California State University, Stanislaus Auxiliary Business Services (ABS). This memorandum of understanding continues until terminated in writing by either party upon 30 days' notice. The SC and ABS agree that the two organizations form a partnership in the operation of the space in the new Student Center facility known as "The Warrior Grill" (WG). To accomplish this, the organizations agree as follows:

The University Student Center agrees to:

- Designate one SC staff member to be the point-of-contact and responsible party for coordinating communications with ABS.
- Not charge ABS monthly rental fees for the use of the following Warrior Grill spaces:

○ SC128A	Warrior Grill	1,544.61 Sq. Ft.
○ SC128B	Warrior Grill Served	676 Sq. Ft.
○ SC128C	Warrior Grill Prep Kitchen	200 Sq. Ft.
○ SC128D	Warrior Grill Kitchen	775 Sq. Ft.
○ SC128E	Walk-In Cooler	108 Sq. Ft.
○ Exterior	Warrior Grill Patio	<u>1,168 Sq. Ft.</u>
		4,471.61 Total Sq. Ft.

- Total square footage of the Warrior Grill space is 4,471.61 sq. ft. (see attached diagram).
- Provide custodial and maintenance services for all front-of-house (FOH) areas on a routine basis. This will include the cleaning of the restrooms between the Warrior Grill and Main Dining and the exterior patio space – Warrior Grill Patio.
- Cover the cost of utilities in WG.
- Bus tables, empty trash and recycling containers, and maintain floors in the FOH area during WG operating hours.
- Provide TV service for all flat screens in the FOH dining area and maintain channel selection and volume control throughout the day.
- Manage preventative maintenance schedules for all furniture, fixtures, and equipment in the WG FOH areas.
- Maintain all audio/visual equipment in the WG FOH areas.
- Cover the cost of pest control services in the WG to include the FOH, BOH, and WG Patio.
- Work with the ABS to determine hours of operation of the WG to best coincide with SC facility operating hours through the academic year and during downtimes.
- Manage all reservation requests from individuals, organizations, or departments for the use of the WG FOH and WG Patio.
- Direct any and all individuals, organizations, or departments to Chartwells wishing to contract for catering services for any events or programs they may be looking to schedule in the WG FOH and WG Patio.

Auxiliary Business Services agrees to:

- Designate one ABS staff member to be the point-of-contact and responsible party for coordinating communications with SC.
- Provide a variety of menu options consistent with the atmosphere and clientele of the WG.
- To maintain and keep up-to-date the appropriate documentation (license) from the Alcohol Beverage Control Board (ABC) to sell alcohol in the WG as agreed upon by the SC and ABS.

- Follow all campus, local, state and federal policies and laws in the responsible sale, service, and consumption of alcoholic beverages in the WG.
- Work with the SC to determine hours of operation of the WG to best coincide with SC facility operating hours through the academic year and during downtimes.
- Maintain all back-of-house (BOH) appliances and equipment in working order as required by manufacturer at their own expense.
- Manage preventative maintenance schedules for all furniture, fixtures, and equipment in the WG BOH areas.
- Provide custodial services in all point-of-sale areas, service counter, prep kitchen, and BOH on a daily basis.
- Provide pest control services in WG to include the FOH, BOH, and WG Patio and provide SC with an invoice to cover the costs after each treatment.
- Direct any and all individuals, organizations, or departments to the SC Reservations Department wishing to reserve the WG FOH of WG Patio for any events or programs.

Student Center Philosophy:

The philosophy of the Student Center is that student services and all commercial operations housed in the facility are to be student oriented, maximizing student services and minimizing the student financial burden for the Student Center operations. In carrying out this philosophy, ABS's operations should:

- A. Provide student-oriented services/products so that the student population will be served.
- B. Maintain a pricing structure for ABS's goods and/or services, which is compatible with the philosophy of a university environment and competitive with the surrounding community.
- C. Utilize student employees to the maximum extent possible in all operations, thereby providing students with opportunities for employment and/or career training.
The Student Center shall from time to time conduct reviews of ABS's operation in terms type and quality of services offered.

Follow-up comments that may arise from the review will be forwarded to ABS and corrective action, if necessary, shall be taken in a timely manner.

Indemnification:

ABS shall defend, indemnify and hold SC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ABS, its officers, employees or agents.

SC shall defend, indemnify and hold ABS, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SC, its officers, employees or agents.

Alterations:

ABS agrees to make no alterations to the W G Premises without the prior written approval of Student Center. Alterations include but are not limited to:

- A. Any and all structural, electrical, gas or water modifications.

- B. Any and all alterations to fixed equipment, including but not limited to: built-in cabinets, flooring, recessed lighting.
- C. Any and all alterations to fixtures, including but not limited to: artwork, shelving, blinds, bookcases, plaques, bulletin boards.

Should ABS obtain written approval from Student Center to perform alterations, ABS shall ensure that any and all licensed contractors are covered by insurance of the types required by the Student Center and California State University, Stanislaus, and that the amount of insurance for each contractor is appropriate for the subcontract until the insurance has been obtained.

Applicable Law:

This agreement shall be governed by the laws of the State of California.

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. The respective authorized representatives may only modify this agreement in writing.

University Student Center

Date: **Oct 30,**
2020

Cesar Rumayor

Cesar Rumayor (Oct 30, 2020 11:54 PDT)

Cesar Rumayor
ASI & SC Executive Director

Auxiliary Business Services

Date: **Dec 17, 2020**

Michael Wojciechowski

Michael Wojciechowski
Executive Director, ABS Operations