

Memorandum of Understanding

between

The Big Red Barn Graduate & Professional Student Center
and
Dining & Retail Services

March 11, 1994

This understanding is between the Department of Campus Life (Dining and Retail Services), hereafter referred to as Dining, and the Graduate School (the Big Red Barn Graduate and Professional Student Center) hereafter referred to as the Building Occupant. The Student Life Union/ Dean of Students Office has assisted in establishing these guidelines.

This agreement is designed to address management and building use and take the place of the contract dated September 18, 1991. It shall remain in effect until all parties agree to terminate it or adopt any proposed changes.

DAYS AND HOURS OF OPERATION

Dining agrees to operate the food service for breakfast and lunch meals, Mondays through Fridays.

Operating days shall be agreed upon at the beginning of each academic year. Changes in operating hours will be established in writing and will be a result of consultation and mutual agreement between Dining and the Building Occupant.

Dining will manage the BRB from 6:00 AM to 2:00 PM, Monday - Friday. Dining is responsible for all activities which take place during these hours. At the end of this period, the BRB will be cleaned and all furniture will be returned to an agreed upon standard configuration. Dining agrees to be open for all weekdays that the Building Occupant conducts normal operations. Summer and intercession schedules will be jointly determined between the Building Occupant and Dining. Any change to this general schedule will be agreed upon by both parties.

The Building Occupant will manage the BRB from 2:00 PM to 6:00 AM, Monday - Friday and all day Saturday and Sunday. The Occupants are responsible for all activities which take place during these hours.

MENU, PRICING, ALCOHOL & FOOD SERVICE COMMISSION

With the understanding that the food service operation is an integral factor in the success of the total BRB program, the Building Occupants will be consulted prior to all significant menu and pricing changes. Dining will maintain pricing levels for services generally equivalent to prevailing prices for comparable services provided by other cash operations operated by Dining.

Dining will provide food and beverage, at 50% of the Cornell Dining selling price, for the Building Occupants to sell after Dining hours. The Building Occupants will consult with Dining on all significant menu and pricing changes.

Alcoholic beverage sales will fall under the purview of the alcohol license holder, Cornell Dining.

No food service commission will be paid.

MARKETING AND ADVERTISING

Dining will provide, at no charge to the Building Occupant, advertising of the food service operation in the BRB, and listing of the Building Occupant hours when food and beverage are available. Advertising media include: Cornell Dining Pocket Guide, Hours of Operation posters, and the CUINFO Dining section.

The Building Occupant agrees to promote the food service operation in the BRB whenever feasible.

Any new major publicity generated by either party shall be distributed to the other party at least 7 days prior to publication. However, final editorial approval shall rest with the producing party.

CATERED EVENTS

Cornell Dining will be the exclusive caterers for the BRB. Dining will receive all food and beverage income from catered events. Dining and the Building Occupant will work closely to coordinate bookings and jointly market the space to potential customers. The Building Occupant will schedule events and set the room charge schedule. Where necessary and appropriate, such room and event scheduling will be coordinated with Dining.

As the exclusive caterer for the premises, Cornell Dining is sensitive to the needs of the graduate groups who will program the space. Dining will allow 2-4 exceptions per year of the catering restrictions. These exceptions will be at the discretion of the Graduate Center Manager and will be granted only to graduate student organizations which demonstrate exceptional circumstances. Decisions will be made in consultation with the Director of Catering. At no time will an outside group be allowed to use any kitchen equipment owned by Dining except counters and sink. If an exception is granted, the outside caterer must clean up and remove all garbage from the event. The barbecue pit is not Dining equipment.

During hours managed by the Building Occupant, small groups of students (up to 8 people) using the BRB for impromptu gatherings, such as study sessions, will be permitted to have food delivered to the BRB from outside fast food vendors such as pizza delivery etc. Planned meetings and social gatherings must continue to use Dining for food service.

RENTALS

The Big Red Barn's primary function is to serve as a Graduate Student Center. The Occupant will continue to be the sole scheduling agent for rental and reservations of space and times during grad center-management hours. The Occupant will continue to promote Cornell Catering and events where catering is needed. The Occupant will continue to charge and collect rental rates on a sliding scale. For events that require set up or break down arranged by Department of Campus Life half the rental fee will be credited to DCL.

RENOVATIONS

Any future renovations will be agreed upon by both parties, with funding to be negotiated. No renovation, painting or permanent decorating will be undertaken unless Dining and the Building Occupant agree to the detailed specifications.

EXPENSES

Cornell Dining is responsible for any variable expenses directly relating to food service operation (6 am - 2 pm) and Cornell Catering special events. These include food costs, labor, supplies, repair and replacement of kitchen equipment, and dining area tables and chairs. Communication expenses (ie- telephone lines) which are directly attributable to the food service operation are the responsibility of Dining.

The Department of Campus Life will be responsible for all trash, tipping, pest control and custodial services and costs.

The cost of utilities will be borne by the general purpose account of the University.

CAPITAL EQUIPMENT & MAINTENANCE

Dining will provide all equipment necessary to operate a food and beverage operation in the BRB. In addition, Dining has purchased all required tables and chairs for food service seating. Dining agrees to provide repair and maintenance of all items supplied and furnished by them. Replacement of all these items will be the responsibility of Dining and will be done as needed. If damage is caused to Dining's items due to gross negligence or mischief during the Building Occupant's operational hours, Dining will bill the Occupant for any repair/replacement charges. If damage is caused to the Building Occupant's items due to gross negligence or mischief during Dining's operational hours, the Building Occupant will bill Dining for any repair/replacement charges.

Any equipment and/or furnishings provided by Dining are the property of Dining. Upon dissolution of this agreement, Dining may opt to remove the equipment or offer to sell it to the Building Occupants for the original cost.

The University will be responsible for providing, maintaining and repairing all structural and mechanical systems in the BRB.

Changes in operation of the building

shall be established in writing and will be a result of an agreement between Dining and the Building Occupant.

SPECIAL SERVICES

Dining will provide complimentary beverage service for all Building Occupant Steering Committee meetings. In addition, Dining will provide one complimentary meal for the manager, Monday - Friday. Dining will also be responsible for the administration of all health permits, licenses, etc., necessary to operate a food service establishment in the BRB.

ACCESS CONTROL

Dining will maintain areas with restricted access for storage of product and equipment. One key will be available to the Building Occupant for emergency access and routine inspections. The Building Occupant will also maintain secured areas, and will provide one key to Dining for emergency access.