

FOOD VENDING AGREEMENT
(FOR DISTRICT SPONSORED EVENT AGREEMENTS WITH FOOD VENDORS)

This Agreement by and between _____ (“Vendor”) and the Clovis Unified School District (“District”) effective _____, memorializes the terms for the furnishing of food and/or beverages to the public at public events held on District facilities.

School initiating food vending agreement: _____.

RECITALS

WHEREAS, Vendor desires to sell food and/or beverages at public events on District facilities; and

WHEREAS, the District is agreeable to permit Vendor to sell food and/or beverages at public events on District facilities;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein as though set forth in full.

2. Agreement to Sell at Public Events. Vendor may sell the food and/or beverages described on the attached list during the public events, at the location(s) and date(s) described here:

EVENT	LOCATION	DATES		TIMES	
		FROM	TO	FROM	TO

Vendor may sell the food and/or beverages at additional events as agreed to in writing by the District. Vendor may not sell any alcoholic items.

3. Facilities. The District will designate the specific location and size for Vendor’s booth, tent or cart at each individual event and will designate acceptable use of District electricity or other utilities. Vendor shall provide its own free-standing booth, tent or cart, and shall be solely responsible for setting up and taking down such facilities and for clean-up of the area. Vendor may begin setting up two hours before the scheduled public event and must be completely set up before the start of the event. Vendor must have disassembled its facility and completed clean up one hour after the conclusion of the public event.

4. Term of Services: Services by Vendor shall commence on _____ and shall conclude on _____.

5. Compliance with Applicable Laws and Regulations. Vendor will comply with all applicable laws and regulations regarding the preparation, storage, sale or disposal of food and/or beverages, including the Health and Safety Code, City, County or State ordinances and District policies. When required by local and/or state agencies, Vendor will be in compliance with all applicable food service certification(s). Vendor will be responsible for obtaining and maintaining all necessary business licenses and permits for the sale of food and/or beverages. Vendor shall furnish copies and when necessary keep in possession all necessary certifications, licenses and permits to the District or appropriate City/County official upon request.

6. Proceeds from Sales, Donations. Vendor shall provide the District [or other entity/department, e.g. Band Department] _____% of the gross proceeds from the sale of food and/or beverages at the public event held on District facilities. Vendor shall provide an itemized accounting of the sale proceeds to the District, along with payment of the proceeds, no later than seven (7) days after each public event. District collections for this contract will be made by _____ (name of District employee) to be submitted for deposit for _____ (name of account e.g. *Clark ASB Pep & Cheer*).

7. Non-competition. Vendor shall not compete directly with any District or student organization in the selling of food and/or beverages at the public event.

8. Indemnification and Hold Harmless. Vendor agrees to indemnify, defend, and hold harmless District and its Governing Board and each member thereof, officers, employees and agents from and against every expense, cost, loss, claim, demand, suit, action, judgments, liability, or payment, including, but not limited to attorneys' fees and costs, judgments, settlements, contract losses, or other costs occurring or resulting from the sale of food and/or beverages at the public event(s) on District facilities.

The parties expressly agree that the indemnity and defense obligations set forth herein are a material part of this Agreement, and for that reason, must remain in full force and effect at all times during the term of this Agreement. The parties further agree that said indemnity and defense obligations shall survive termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

9. Insurance. Vendor agrees to maintain in full force, during the term of this Agreement, a comprehensive general liability and automobile policy, with amounts equaling One Million Dollars (\$1,000,000) per occurrence with an annual aggregate minimum limit of Two Million Dollars (\$2,000,000). Property damage limits shall be a minimum of Two Hundred Fifty Thousand Dollars (\$250,000). Vendor is responsible for maintaining workers' compensation insurance as may be required by the California Labor Code. At least ten (10) days prior to the first date of furnishing food or beverages, Vendor will deliver to District proof of insurance. If applicable, carrier shall give thirty (30) days written notification to both parties prior to cancellation, failure to renew, or other changes in coverage.

District, its Governing Board and each member thereof, officers, employees and agents shall be ***additional named insured*** on the comprehensive general liability and automobile policies. Certificates of insurance, together with originals of the endorsements that name the District as an additional insured, will be delivered to District prior to the Vendor's commencement of this Agreement.

In the event Vendor fails to keep in effect at all times insurance coverage as herein provided, District, in addition to other remedies it may have, may suspend or terminate this Agreement upon the occurrence of

such event. The insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Vendor to District under this Agreement.

10. Agreement not Agency. This Agreement is not a partnership or agency, and District shall not become liable for any debt or obligation contracted or incurred by Vendor or any merchant or business enterprise. It is further understood and agreed that Vendor is not the agent of District for any purpose or at all.

11. Assignment, Binding Effect. Vendor may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the District.

12. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all other communications and agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

13. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address located next to the party signatures below.

Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

14. Venue. In the event of litigation arising out of this Agreement, the Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Fresno County or in the Eastern District of California, respectively.

15. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California and the United States.

16. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

17. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

18. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

19. Counterparts and Facsimile Signatures. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures will be considered original signatures.

20. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board or its designee.

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21. Termination of Agreement. This Agreement may be terminated by either party upon five (5) days notice in writing to the other party.

VENDOR

Signed by: _____

Print Name: _____

Company: _____

Street Address (Not P.O. Box) _____

Phone: _____

Email: _____

PRINCIPAL/SCHOOL

Signed by: _____

Print Name: _____

School: _____

Phone: _____

Email: _____

CLOVIS UNIFIED-FOOD SERVICES

Signed by: _____

Robert Schram
Director of Campus Catering

Address: 310 N. Sunnyside Ave., Clovis 93611

Phone: 559-327-9136

Email: RobertSchram@cusd.com

CLOVIS UNIFIED-BUSINESS SERVICES

Signed by: _____

Susan Rutledge
Assistant Superintendent
Business Services

Address: 1450 Herndon Ave., Clovis CA 93611

Phone: 559-327-9127

Email: SusanRutledge@cusd.com

VENDOR'S LIST OF FOOD AND/OR BEVERAGES TO BE SOLD
AT PUBLIC EVENTS ON DISTRICT FACILITIES:
