



Fresno City College

FOOD TRUCK AGREEMENT

NAME AND ADDRESS OF COMPANY (Vendor):	NAME AND ADDRESS OF PROPERTY (College):
COMPANY NAME:	Fresno City College
ADDRESS:	1101 E. University Ave
CITY, STATE, ZIP CODE:	Fresno, CA 93741

This agreement is made this ____ day of _____, 20__, between Fresno City College and _____, hereinafter known as the "College" and the "Vendor" respectively, hereby grants to the Vendor the right to conduct food vending activities on the property named above, hereinafter known as the "Campus," and is subject to the terms and conditions hereinafter set forth.

1. The term of this agreement is for July 1, 2019, to June 30, 2020, which may be renewable at the start of the fiscal year starting July 1, 2020. The College shall retain the right to suspend this agreement upon twenty-four (24) hours written notice or terminate this agreement with seven (7) days written notice without incurring any liability to Vendor for any damage or loss occasioned by such suspension or termination. Such suspension or termination may be without cause. Termination may also be mutually agreed upon between the College and Vendor.

This agreement may be revoked immediately at the sole discretion of State Center Community College District, hereinafter known as the "District," where the activities of the Vendor under this agreement or arising therefrom, are determined by the District, in his/her sole discretion, to be disruptive to the Campus.

2. Vendor agrees to provide services in accordance with vendor application attached hereto and incorporated herein by reference. The College may modify the designated areas on its property, the hours, and vending activities.

3. Vendor shall pay to the College a flat rate per day for each location outlined in vendor application. Fees are due 5 business days prior to the event date. The fee is non-refundable if the cancellation of an event date is made with less than two working days' notice. Notice of an event cancellation must be reported to FCC Administrative Services by calling 559-489-2232 between the hours of 8 a.m. and 5 p.m. Monday through Friday. Work days do not include State or Federal holidays.

Checks shall be made payable to:

SCCCD Foundation
C/O FCC Administrative Services-Food Trucks
1101 E. University Ave.
Fresno, CA 93741

4. The Vendor understands that the vehicle may not exceed 60', 72,000 lbs. GVW, and must be self-contained. The Vendor must carry and display all appropriate permits for operating such vehicle.
5. The Vendor is responsible for all repairs, upkeep, cleaning, and maintenance of vehicles and other equipment it provides for use on premises. Vehicle repair and/or maintenance must be done off-site. The vehicle must be removed daily and will not have any overnight privileges.
6. The Vendor's vehicles must have the Vendor's company name visible. Drivers shall obey all speed limits and traffic laws. Vendor vehicles may, at the discretion of the College, be allowed to drive onto the Campus grounds using concrete walkways. If granted permission, the driver must take the utmost caution in driving slowly and be aware of students walking on these pathways at all times. Maximum speed on any non-posted area of Campus is 10 MPH.
7. Vendor shall maintain the area immediately surrounding the vehicle to ensure that it is clean and free of debris that would attract pests and/or vermin. The College is responsible for custodial and grounds services in those areas adjacent to and surrounding the truck area(s). No dumping of gray water, black water, or grease will be allowed on-site.
8. The Vendor understands there are dedicated areas of vending machines located on site. Additionally, the Cafeteria sells various fresh foods, sandwiches, snacks, and beverages
9. (a) Vendor shall not sell any beverage other than Coca-Cola products and they must be (1) purchased pursuant to an agreement between the vendor and Coca-Cola Refreshments, USA, Inc., or, (2) if there is no agreement, purchased from the District at the District's contract price per its sponsorship agreement with Coca-Cola, from the FCC Bookstore. Vendors may not sell any beverages, Coca-Cola or otherwise, that are not procured by one of these methods.

10. (b) For purposes of this section, the term “beverage” does not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply, or unbranded fresh-squeezed juice.
11. The two (2) dedicated areas for food trucks are: the area adjacent to the western most fountain, and the area adjacent to the Health Science building.
12. No music may be played by the Vendor without express consent of the College.
13. Vendor must comply with all requests of College officials related to the safety of the Campus and/or the proper functioning of the College, including requests to leave Campus or relocate.
14. The College does not assume any responsibility for the Vendor’s products, service, prices, or sales. No guarantee is made regarding level of sales, profits, or receptiveness to Vendor’s product offerings.
15. Vendor agrees to hold the College and District free from any claims for damage or injury arising during Vendor’s occupancy of the premises and caused by Vendor’s negligence. Vendor agrees to leave the premises in as good order and condition as when received by Vendor, reasonable wear and tear, force majeure, and permitted use excepted.
16. Vendor shall save and hold harmless, indemnify and defend the District, and its officers, agents and employees from liability arising, or alleged to arise, on account of death or injury to any person or loss of or damage to property resulting from, or alleged to result from, Vendor’s activities under this agreement.
17. Minimum Scope of Insurance Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and including products coverage.

Minimum Limits of Insurance:

A. General Liability: (Including products and completed operations) \$1,000,000 per occurrence for bodily injury, personal and advertising injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

1. Workers’ Compensation: Statutory as required by the State of California.

2. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease

C. Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions:

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. To the fullest extent permitted by law, The District, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the Vendor; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
3. Any insurance proceeds available to Vendor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to the District as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Contract or Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

E. Notice of Cancellation:

Coverage required under this agreement shall not be canceled or non-renewed without 30 days prior written notice from contractor to the District.

F. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the state of California, or accepted by the Surplus Lines Association to do business in California.

G. Verification of Coverage:

Vendor shall furnish the District with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that

Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

H. Waiver of Subrogation:

Vendor hereby grants to District a waiver of any right to subrogation which any insurer of said contractor may acquire against the District by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

I. Subcontractors:

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District.

18. Notices under this agreement will be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

College:

Fresno City College

1101 E. University Ave.

Fresno, CA 93741

Attn: VP, Admin. Services, 4FS

Vendor:
VENDOR NAME:
ADDRESS:
CITY, STATE, ZIP

19. Neither this agreement nor any rights thereunder are assignable by Vendor (whether voluntarily or involuntarily) without the express written consent of the College thereto. Any such purported assignment given without the express written consent of the College shall be null and void and of no force or effect.

20. Vendor shall pay to College all attorney's fees incurred by College as a result of any breach of this agreement by Vendor.

Agreed and accepted:

Fresno City College

Vendor

Vice President, Administrative Services

Signature

Date:

Name:

Title:

Date:
