ON CAMPUS FOOD TRUCK AGREEMENT

This Agreement for On Campus Food Truck services is entered into as of this \_\_\_\_ (Date) between The University of Akron (“University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a mobile food service operation (“Food Vendor”).

University desires to providefor food trucks, singularly or in “Round Up” format at the date and time listed below. Therefore, in consideration of mutual promises and covenants, University and Food Vendor agree to the following terms and conditions:

1. Date and time of event - \_\_\_\_\_\_\_\_\_\_\_\_.
2. The University Department responsible for arranging the Food Truck Vendor must complete a Site plan and attach it as Exhibit A, that details the location of the Food Vendor and the ingress and egress location and times from campus. No other ingress and egress is permitted. The site plan must provide separation distances from buildings or other food vendors.
3. The University Department requesting a mobile food service operation must submit a request to the following form: <https://uakron.presence.io/form/catering-waiver-request> . with the University’s Dining Services, Homecoming and Springfest do NOT need to submit request to above link.
4. Food Vendor is only authorized to sell Pepsi Cola beverage items. No alcohol is permitted to be sold by Food Vendor.
5. Food Vendor is required to have the proper permits from Summit County Public Health Department, Akron Fire Department and the State of Ohio. Food Vendor will attach applicable copies as Exhibit B.
6. Food Vendor will accept cash, credit, debit and/or vouchers (if applicable). If applicable, University will reimburse the Food Vendor for the vouchers received by the Food Vendor. Food Vendor is responsible for any applicable taxes and is responsible for any theft or loss. Food Vendor is responsible for security to its property
7. Food Vendor will be using – \_\_ Electric \_\_ Generator \_\_ Oil \_\_ Propane \_\_ Wood \_\_ Open Fire
8. Food Vendor is required to provide its own potable water.
9. Food Vendor cannot block fire lanes, fire hydrants, or other fire protection equipment on campus, pedestrian ways or emergency egress. All vehicles are required to have a spotter at the rear of the vehicle when backing.
10. University will provide trash receptacles for individuals consuming food from the Food Vendor. Food Vendor is responsible for disposing of their own waste/trash.
11. Food Vendor will be responsible for any damage as a result of driving its vehicle (i.e., oil stains, tread marks, etc.).
12. Food Vendor shall assure quality control of all products served at the University under this Agreement and comply with all federal, state, and local laws and regulations applicable to mobile food service operation and proper sanitation requirements.
13. Food Vendor will indemnify and hold University and Aramark harmless for any and all claims, actions, damages, expenses, any personal injury (e.g., foodborne illness) or property damage caused by its negligent acts or omissions under this agreement.
14. Insurance – Attached as Exhibit C is the certificate of insurance of Food Vendor with the minimum requirements below:
15. **Commercial General Liability**

Policy shall include bodily injury, property damage, personal injury, contractual liability, fire legal liability, medical payments coverage, and sexual molestation/abuse if vendor is interacting with minors.

* Each Occurrence $1,000,000
* General Annual Aggregate $2,000,000
* Products – Completed Operations Annual Aggregate $2,000,000

1. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, leased, hired and non-owned vehicles used in the performance of this Project.

* Combined Single Limit $1,000,000

1. **Workers’ Compensation/Employers’ Liability**

Workers’ Compensation for losses arising from work performed by or on behalf of the Service Provider.

* State Fund or Self-Insurance Statutory
* Employers’ Liability $1,000,000

1. This Agreement shall be governed by laws of the state of Ohio and shall not discriminate basis of basis of sex, sexual orientation, race, color, religion, age, handicap, status as a veteran, or national or ethnic origin.

THE UNIVERSITY OF AKRON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recommend by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Melinda Grove, Assoc VP Student Affairs

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Eric Green, Director EHOS

Approved By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Director of Purchasing

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A – SITE PLAN

EXHIBIT B – LICENSURE/PERMIT

EXHIBIT C – INSURANCE CERTIFICATE