



Food Truck Agreement

This Food Truck Agreement (“Agreement”) is entered into by and between Santa Clara University (“SCU”) and [REDACTED] (“Food Truck”) (collectively the “Parties”). In consideration of the promises set forth in this Agreement, the Parties agree as follows:

1. Services. SCU hereby retains Food Truck to perform the services set forth in Attachment A (the “Services”), which is fully incorporated into this Agreement. If not already included on Attachment A, Food Truck must submit a written proposal detailing the menu and costs of the Services for SCU’s prior review and written approval. Food Truck represents that it has sufficient staff available and that it has the background, training, experience, to perform properly the Services to be delivered under this Agreement, and that the Services shall be performed in a professional and competent manner. Food Truck warrants that it has all permits and licenses required to operate as a food truck and to prepare and sell food in the City of Santa Clara, California, including, but not limited to, the Mobile Food Truck Permit as required by the City of Santa Clara and a Mobile Food Facility Permit as required by the County of Santa Clara. If Food Truck engages subcontractors to perform any services for SCU, Food Truck shall be responsible for the acts of its subcontractors and any such engagement shall be subject to the terms and conditions of this Agreement. The parties may agree in writing to modify the Services, including any fee increase or decrease resulting from the modification. If there is a conflict between Attachment A and this Agreement, the terms of this Agreement shall govern.

2. Fee and Expenses. SCU shall pay to Food Truck the agreed upon fee for the Services performed as set forth in Attachment A. Food Truck will invoice SCU for the Services in accordance with the invoice schedule. Payment shall be made within 30 days of receipt of the invoice.

3. Term and Termination. This Agreement shall be effective when it is fully executed by the Parties and shall remain in effect for the period of performance identified in Attachment A and until the Services are completed. Either party may terminate this Agreement at any time and for any reason with ten (10) days’ advance written notice to the other.

4. Independent Contractor. In the performance of the Services, Food Truck and its employees, agents, and subcontractors will at all times act as independent contractors, and not employees or agents, of SCU. This Agreement does not constitute and shall not be construed to constitute an agency, partnership, joint venture, association, or other affiliation or like relationship between parties. Neither party shall have the right to obligate or bind the other in any manner with respect to any third party.

5. **Insurance.** Food Truck will maintain at all times the following types and levels of insurance in connection with the Services it performs under this Agreement: (a) Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage; (b) Automobile Insurance with a limit of at least \$1,000,000 per accident for bodily injury and property damages; (c) Workers Compensation coverage in an amount no less than the minimum amounts required by applicable law; and (d) Employer's Liability with a limit of at least \$1,000,000 per accident for bodily injury or disease. In addition, Food Truck shall be subject to and comply with all additional vendor insurance requirements or other terms as identified on the SCU Risk Management website, which are fully incorporated herein. The general liability and automobile liability policies shall name Santa Clara University and its trustees, officers, employees, agents, and volunteers as additional insureds. Food Truck's insurance shall be primary insurance with respect to SCU and its trustees, officers, employees, agents, and volunteers. Food Truck shall provide SCU with certificates of insurance evidencing the coverage required by this Agreement.

6. **Indemnification.** Food Truck shall be responsible for its acts and omissions and the acts and omissions of its employees, agents, and subcontractors. Food Truck shall defend, indemnify, and hold SCU harmless from any and all liability, claims, demands, suits, costs, charges, damages, and expenses, including without limitation attorneys' fees, arising out of or relating to Food Truck's performance under this Agreement, the negligence or willful misconduct of Food Truck or its employees, agents, or subcontractors, or the breach of any warranties or representations made by Food Truck in this Agreement.

7. **Trademarks.** Food Truck shall not use the name "Santa Clara University," "SCU," "Broncos," any SCU logo or trademark, or otherwise identify SCU in any form of publicity, disclosure, or sale without the prior written consent of SCU.

8. **Food Truck Property.** Food Truck, and not SCU, is solely responsible for the loss of, theft of, or damage to any property of Food Truck or its employees, agents, or subcontractors.

9. **Compliance with Laws and SCU Policies.** Food Truck, its employees, agents, and subcontractors shall comply with all applicable federal, state and local laws, and SCU policies that relate in any way to Food Trucks of SCU or to the Services provided by Food Truck.

10. **Governing Law/Dispute Resolution.** This Agreement shall be governed by the laws of the State of California. Any dispute between the Parties shall be subject to binding arbitration under the applicable rules of JAMS. The venue for the arbitration shall be Santa Clara County, California. Each party is responsible for its own attorneys' fees in connection with the dispute.

11. **Amendment/Severability/Assignment.** This Agreement may not be amended, except through a writing signed by Food Truck and an authorized representative of SCU. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, which may be given effect without the invalid provision or part. To this extent, the provisions of this Agreement are severable. The rights and responsibilities granted herein are not assignable or transferable.

12. Force Majeure. Neither party shall be responsible for any delays or failure to perform its responsibilities under this Agreement due to acts of God, strikes, war, insurrection, embargoes, governmental restrictions, acts of government or governmental authorities, acts of terrorism, pandemic events, emergency declarations, outbreaks of infectious diseases, other disturbances, or other causes of any kind beyond the control of the party.

13. Entire Agreement. The Parties declare and represent that no promise, inducement or agreement not herein expressed has been made to them and that this Agreement contains the full and entire agreement between and among them relating to the subject matter herein, and that the terms of this Agreement are contractual and not a mere recital.

14. Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute a single agreement binding on the parties. This Agreement is considered executed by a party when the signature of such party is delivered physically, by email or facsimile transmission to the other party, or through and electronic contracting software system (e.g. DocuSign, AdobeSign, or other similar system).

SANTA CLARA UNIVERSITY

FOOD TRUCK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Services Agreement
Attachment A**

Food Truck Name and Contact Information:

Event Name, Date, and Time:

Fees for Services and Invoice Schedule:

SCU's Designated Contact: