

CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS FOUNDATION FOOD TRUCK AGREEMENT

THIS AGREEMENT, made and entered into by and between the California State University Dominguez Hills, Foundation, herein referred to as “Foundation”, a separate non-profit, incorporated for the benefit of California State University, Dominguez Hills, herein referred to as “University”, and

COMPANY

ADDRESS

Herein referred to as **Licensee**.

WHEREAS, University, a state agency, is located at 1000 East Victoria Street Carson, CA 90747; and

WHEREAS, University contracts with Foundation to manage Dining on University Premises; and

WHEREAS, Licensee desires to utilize portions of the University’s real property for a specific purpose as identified in this agreement.

FOUNDATION OFFICIALS: For purposes of this license, Foundation officials are: Executive Director of Foundation. FOUNDATION OFFICIALS have final authority oversight of Dining and interpretation of the terms of this License Agreement. The Licensee or its Officers, Employees or Agents will not act for, nor be considered as an officer, employee or agent of FOUNDATION or the University for any purpose whatsoever.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

I. **FACILITIES USE:** University agrees to grant the Licensee permission to enter and use the facilities as described in the Exhibits, on the specified dates, for the exclusive purpose identified in this Agreement and in accordance with the exhibits checked here. The exhibits are incorporated by reference and made a part of this agreement.

 [Exhibit A Term, Fees, Scope and Food Vendor Responsibilities](#)

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II. COLLECTION OF MONEY AT EVENT:

- A. **COLLECTION** of any Fees/Exchange of Money at any event not memorialized in this agreement: Licensee will not collect or exchange money at event without prior written approval from **Foundation**.

III. **NOTICES:** Any notices, disclosures, certificates, insurance policies, **requests for amendments or other correspondence**, shall be served by personal service, registered or certified mail, or emailed with a read receipt confirmation to the addresses noted below:

For Foundation

California State University Dominguez Hills Foundation
Foundation Procurement and Contracts
1000 East Victoria Street
Cain Library 3rd Floor
Carson, CA 90747
cf@csudh.edu

For the Licensee:

Name

Licensee

Address

IV. INSURANCE and INDEMNIFICATION:

A. **INDEMNIFICATION:**

1. The Licensee will defend Foundation, the University, Trustees of the California State University, the State of California and their officers, agents, employees, members, guests or assigns against any suit, action or claim arising out of or based upon the performance, interpretation or any matter related to this License Agreement.

2. Licensee hereby agrees to hold harmless and indemnify Foundation, the University, Trustees of the California State University, the State of California, and their officers, agents and employees from any loss, damage or liability including all claims of any nature caused by the negligence and/or willful misconduct of Licensee and its officers, agents, employees, members, guests or assigns in connection with the exercise of this License Agreement or use of the areas specified.

3. Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee's event and no claim shall be made to Foundation because of losses for any reason whatsoever. Likewise, the

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D. **CANCELLATION:** If any insurance policy, bond or other form of indemnification required by this Agreement is cancelled, this Agreement is thereby cancelled. Such cancellation will not limit, remove or reduce Licensees liability under this Agreement.

V. **SUBLETTING:** This agreement cannot be assigned in whole or in part.

VI. **CAMPUS SUPPORT**

A. **USE OF UNIVERSITY NAME:** Licensee is prohibited from using any California State University name, or any abbreviation thereof, to imply, indicate or otherwise suggest that any product, service, or organization is connected or affiliated with, or is endorsed, favored, or supported by, The California State University or any of its educational institutions. Additionally, Licensee shall not display, advertise, or announce any California State University name in connection with any economic or commercial advertising or promotional activity.

B. **LIAISON SUPPORT:** A University Liaison may be required for special events (to be determined by University Licensing). The Liaison is to assist (open doors, check room reservations, etc.) the Licensee and to protect State property. The number of hours Liaison(s) work will be included in the agreement fees. If the event ends in less time, the Licensee will pay the Liaison for the entire time specified in the agreement. If the event continues beyond the time agreed, the Liaison will work the extra time, schedule permitting. Licensee will be charged for additional time worked.

C. **GIFTS, PAYMENTS, ETC., TO UNIVERSITY EMPLOYEES OUTSIDE THIS AGREEMENT:** Licensee shall make no payments or gifts of any kind to any employees, students, agents, or affiliates of the University, or its Auxiliaries. Failure to comply with this clause will be considered a Breach of Contract and subject to immediate termination of this Agreement.

VII. **LICENSING:**

A. **FOUNDATION AGREEMENT:** Licensee is required to have a copy of this Licensing Agreement available for review at all times while on the University premises.

B. **UNIVERSITY RULES AND REGULATIONS:** Licensee must adhere to all rules and regulations of the University in regard to use of facilities.

C. **RIGHTS, T.V., MOVIES AND RADIO:** Licensee shall have no rights to radio broadcasting, live television transcriptions, or recording rights. Licensee is **NOT** permitted to film, record or take still photographs for commercial use on University premises unless specified by this agreement.

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- D. **RIGHT OF INGRESS OR EGRESS:** FOUNDATION has no plan to enter the property during licensee’s use except for reasonable inspection, supervision, repairs, and alterations as spelled out in this Agreement. No estate in real property is conveyed by this Agreement.

- E. **WITHOUT NOTICE:** This Agreement may be terminated by FOUNDATION if the Licensee fails to comply with the terms and conditions of this Agreement after being given 24 hours written notice to cure the defect. If a condition, facility, equipment, or circumstance is life threatening FOUNDATION has the right to immediately correct or terminate this agreement.

- F. **MISREPRESENTATION:** This Agreement may be cancelled immediately without recourse should materially false or materially misleading information be furnished to FOUNDATION by Licensee, errors and omissions notwithstanding.

- G. **METHOD OF DELIVERING NOTICE OF TERMINATION:** Parties shall advise as to the termination of this Agreement by personal delivery, registered or certified mail, addressed to the Licensee/Licensor at the addresses specified in this Agreement.

XIV. **LOSSES:** Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee’s event and no claim shall be made to FOUNDATION because of losses for any reason whatsoever.

XV. **AMENDMENTS:** It is understood by both parties that no oral representations of any nature have been made by either party to the other and that changes, modifications, additions, or deletions to this License Agreement must be made in writing, signed by both parties and become a part of this License Agreement.

Failure on the part of FOUNDATION to require full and complete compliance with any provision of this License Agreement shall not be interpreted as changing such provision, nor shall it prevent FOUNDATION from enforcing the other provisions of this Agreement.

XVI. **GOVERNING LAW:** The rights and obligations of the parties hereto shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions stated herein.

CSUDH Foundation

LICENSEE

By _____
Tranitra Avery Executive Director

By _____
AUTHORIZED SIGNATURE

Date: _____

(Type or Print Name)

Date: _____

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Exhibit A Scope of Work and Fee Schedule

TERM: DATES THAT FOOD TRUCK WILL BE ON CAMPUS

LOCATION: WHERE ON CAMPUS WILL THE FOOD TRUCK BE PARKED

FEES: WHAT ARE THE FEES ASSOCIATED WITH THIS VENDOR

SCOPE: FOR EXAMPLE: FOOD TRUCK WILL BE UTILIZED DURING HOMECOMING

I. LICENSEE/FOOD VENDOR RESPONSIBILITIES:

- A. FIRE SUPPRESSION SYSTEM: All Food Truck Vendors are required to have a fire suppression system above all cooking equipment and must be certified it has been inspected every six (6) months. The National Fire Protection Agency (NFPA) Standard 10, Portable Fire Extinguishers requires Class K fire extinguishers for the cooking appliances using fats and oils.
- B. Licensee will be responsible for payment of sales tax generated from their operations on campus.
- C. Licensee will directly employ qualified and efficient employees to perform vendor services in accordance with this agreement.
- D. Licensee will abide by the rules and regulations set for by Foundation and the California State University Dominguez Hills. Failure to comply with these regulations will result in the termination of this agreement.
- E. PERMITS: All Food Vendors must have, in their possession, and display the appropriate current Los Angeles County Health Department permits.

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F. INSURANCE FOR ALL FOOD VENDORS (One of the following must be submitted) check one:

- Licensee must include all food vendors, who will serve at the event, under their general liability on their Certificate of Insurance (\$2 million property & personal injury).

OR

- Licensee will submit to FOUNDATION all Vendor Certificates of Insurance 3 days (3) days prior to the event, which will cover all periods of time the Vendor will be conducting business on the campus for Licensee.

***The primary agreement applies to all food vendors.**

II. POTENTIALLY HAZARDOUS FOODS

- a. The following foods are prohibited from sale or offering:
 - i. Uncooked, raw or unpacked foods not licensed by a Los Angeles County Health Department facility (i.e. restaurant or cafeteria)
 - ii. Food containing whipped cream or custard.
- b. Food Preparation
 - i. Facilities used for the preparation of food must be licensed by the Los Angeles County Health Department.
- c. Temperature control for perishable foods must be kept within the safe temperature range at all times.
 - i. "Cold foods" (i.e. uncooked meat or milk must be kept below 41 degrees Fahrenheit.
 - ii. "Hot foods" (i.e. cooked meat or hot soup) must be kept above 140 degrees Fahrenheit.
- d. Food Protection:
 - i. Provisions must be made for protecting foods from dust or other contamination during transport and storage. Food must be protected with the use of covers, plastic wrap or other suitable means.
 - ii. Unwrapped food must be served with tongs, forks or other suitable utensils.
 - iii. Persons serving food must have clean hands and wear gloves, clean outer garments and be free of respiratory, gastrointestinal or skin infections.
 - iv. Plates, cups and eating utensils must be clean. Self-service of unwrapped food is prohibited.
- e. Sanitation:
 - i. Food service areas must be kept clean at all times.

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- ii. Cooking and serving food must be in accordance with the Los Angeles County Health Department. Food handlers must have access to hot and cold sinks, supplied with soap.

- f. Fire Safety: Providing they are approved in writing by FOUNDATION prior to the event, if barbecues or generators are used (only gas barbecues are permitted), a fully charged ABC dry chemical fire extinguisher must be on site.

Submit a copy of the vendor's Los Angeles County Health Permit and Proof of commercial general liability, auto and worker's compensation insurance with endorsements naming California State University, Dominguez Hills as additionally insured.