

**FOOD TRUCK SERVICES AGREEMENT**

This FOOD TRUCK SERVICES AGREEMENT (the "Agreement") is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the **University of South Alabama**, an Alabama public body corporate and institution of higher learning ("USA"), and \_\_\_\_\_ ("Vendor").

**W I T N E S S E T H:**

WHEREAS, USA desires to enhance its football game day environment for its fans and visitors by offering additional food and beverage opportunities; and

WHEREAS, Vendor has agreed to offer such food and beverage opportunities to USA, and its fans and visitors, on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**1. USE OF PREMISES.** USA does hereby grant to Vendor access to a location on USA's campus designated by USA for the operation of food trucks on the following football game days during the 20\_\_\_\_ NCAA football season:

<b>Opponent</b>	<b>Date</b>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**2. VENDOR COMMITMENT.** On each of the above days, Vendor agrees to be on USA's campus and open for food and beverage service in the designated location at least three (3) hours prior to kick-off of USA's football game. Vendor understands that kick-off times may be announced as late as ten (10) days prior to kick-off. Vendor shall remain open for service until gates open, which is customarily ninety (90) minutes prior to kick-off.

**3. FEES AND PERMITS.** Vendor will be granted access to USA's campus as set forth herein without USA requiring Vendor to obtain any permits with USA or pay USA any fee. Vendor shall not be required to share its revenues with USA. Notwithstanding the foregoing, Vendor shall be required to have all required permits and approvals as may be required by other governmental bodies to lawfully operate its food truck business (e.g., business license, Mobile County Health Department food permits, etc.).

**4. SERVICE RESTRICTIONS.** If Vendor sells beverages while at USA in conjunction with this Agreement, any such beverages must be Coca-Cola products. Further, Vendor must be fully able to accept credit card, debit card, and other electronic forms of payment. Vendor also understands and acknowledges that USA shall not be responsible for providing Vendor with power, water, or any other utility or service in conjunction with this Agreement.

**5. DEFAULT.** Subject to Paragraph 10 hereinbelow, if Vendor fails to make itself available at USA on any day stated above, Vendor shall pay \$500.00 to USA within fourteen (14) days of the date of the default and this Agreement, at USA's sole option, may be terminated immediately upon notice to Vendor. For any other default under this Agreement, USA may, in its sole discretion, terminate this Agreement immediately upon notice to Vendor.

**6. TERM AND RENEWAL.** This Agreement shall remain in effect until the last football game of the 20\_\_ NCAA football season has concluded. This Agreement may be renewed for each successive NCAA football season by mutual written agreement of the parties.

**7. INSURANCE.** Vendor agrees to execute and deliver to USA at the time of acceptance and execution of the Agreement evidence of the following insurance:

Workers' Compensation/Employer's Liability

- Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama, with a waiver of subrogation in favor of the University of South Alabama.
- Employer's Liability with limits of not less than:
  - Bodily Injury by Accident - \$1,000,000 each accident
  - Bodily Injury by Disease - \$1,000,000 policy limit
  - Bodily Injury by Disease - \$1,000,000 each employee

Comprehensive General Liability Insurance

- Comprehensive General Liability (occurrence form) Limit of Liability: \$1,000,000 with a \$2,000,000 aggregate per occurrence for bodily injury and/or property damage. University of South Alabama shall be named as an additional insured.

Automobile Liability Insurance

- Automobile Liability Insurance to cover all owned, hired, and non-owned vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage. University of South Alabama shall be named as an additional insured.

All policies of insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by Vendor.

**8. DAMAGE TO USA PROPERTY.** Vendor agrees that if any USA premises, equipment, furnishings, or fixtures are damaged by the action, omission, negligence, or oversight of the Vendor or its agents or patrons, Vendor shall pay to USA upon demand such sum as shall be necessary to restore said premises, equipment, furnishings, or fixtures to the same condition preceding the damage, normal wear and tear excepted.

**9. INDEMNIFICATION.** Vendor shall indemnify and hold harmless USA, and its trustees, officers, agents, and employees, from all loss, cost, damages, and expense arising out of any liability or claim of liability, for any injury or damages to persons or property sustained or claimed to have been sustained by anyone, by reason of Vendor's acts or omissions while on USA's campus and/or fulfilling its contractual obligations under this Agreement, regardless of whether such use is authorized, or by any act of omission of Vendor or any of its officers, agents, employees, guests, or patrons, unless the sole proximate cause of such loss, cost, damages, or expense is due to the reckless or intentional misconduct of USA or its officers, directors, agents, and/or employees.

**10. FORCE MAJEURE.** Neither USA nor Vendor shall be held responsible if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by revolutions or other disorders, wars, heightened terror alert impacting the means, travel, or destination subject to the agreement, acts of enemies, strikes, fires, floods, acts of God, epidemic, pandemic, or without limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, the party is unable to prevent.

**11. RELATIONSHIP OF THE PARTIES.** The relationship of the parties under this Agreement is that of independent contractors, and they are not agents, employees, partners, or joint ventures of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.

**12. ENTIRE AGREEMENT.** This Agreement is an integrated writing, containing all terms, provisions, and conditions of the Agreement between the parties. This Agreement may not be aggregated, modified, or altered in any manner without a written agreement to do so signed and dated by all parties.

**13. MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement by each of the parties on the dates respectively indicated. Signatures transmitted by facsimile or electronic mail shall be treated as and deemed to be original signatures for all purposes and will have the same binding effect as if they were original, signed instruments delivered in person.

**14. CAPTIONS.** The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

**15. WAIVER.** No waiver by any party of any default under or condition of this Agreement, whether intentional or not, shall be deemed to extend to any prior or subsequent or different default or condition hereunder or in any way affect any rights arising by virtue of any prior, different, or subsequent such occurrence.

**16. SEVERABILITY.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of time within which the judgment may be appealed.

**17. CONSTRUCTION.** The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**UNIVERSITY OF SOUTH ALABAMA**

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

**VENDOR**

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