

Food Truck Vendor Agreement

This Food Truck Vendor Agreement (“Agreement”) is entered by and between the Leon County School Board

(hereinafter “LCSB”) and _____ (hereinafter “Vendor”).

WHEREAS, LCSB is hosting a _____ on _____

from _____ to _____ located at _____

and desires to contract non-exclusively with Vendor to provide food truck vending services at the Event in accordance with this Agreement and LCSB Administrative Procedure 6460; and

WHEREAS, Vendor operates a commercial food truck which it prepares and sells the following food items

_____ (hereinafter “Food Truck”) and desires to offer its food truck

services in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. Vendor Responsibilities

- a. Vendor shall be fully permitted and licensed to prepare, serve and sell food in the State of Florida, County of Leon, under all applicable laws, statutes and ordinances. Vendor shall comply with all health and fire codes, permits and restrictions.
- b. Vendor shall be responsible for the collection, reporting and payment of all Florida sales tax related to products sold at the event.
- c. In consideration of LCSB entering this Agreement and permitting the Vendor to participate in the Event at no cost, Vendor does hereby agree that in lieu of a vending fee that vendor shall donate _____% of its total sales from the Event to the LCSB Event site. Prior to leaving the event, Vendor shall submit sales information to the designated site personnel and the amount to be donated will be calculated and donated by Vendor prior to the Vendor leaving the Event premises.
- d. Vendor shall arrive at LCSB event location in sufficient time to be fully set up and ready to serve the food from its Food Truck a minimum of thirty (30) minutes prior to the start of the event and shall remain open serving food through the end of the event. Vendor shall participate, rain or shine, unless notified by LCSB that the event has been cancelled.
- e. Vendor shall be equipped to accept cash and credit card for purchases from the Food Truck.
- f. No Food Truck sales can be conducted on campus until at least thirty (30) minutes after the conclusion of the last designated meal service period during the school day and must otherwise be in compliance with the Smart Snacks in School standards found in Board Policy 8550 and Board Procedure 8510.

- g.** Vendor shall not use, sell, distribute, or in any way disseminate alcoholic beverages, tobacco (as that term is defined in LCS Policy 5512), other substitute forms of cigarettes, clove cigarettes, or other smoking devices. LCSB is a tobacco and alcohol free campus. No employee or staff shall consume or have the presence of alcohol at the Event. Use of any tobacco products at the Event is prohibited. Violation of this condition shall result in the termination of Food Truck services for the Event.
- h.** Vendor shall abide by the following Code of Conduct:

 - i.** Vendor shall interact with guests, staff, volunteers and all persons associated with the LCSB event in a respectful manner at all times;
 - ii.** Vendor shall not use alcohol or other controlled substances while participating in any capacity with the LCSB event;
 - iii.** Vendors shall be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;
 - iv.** Vendor shall not to engage in any behavior that is determined to threaten the safety of anyone participating in the LCSB event in any capacity, nor engage in any behavior that is disruptive or interferes with the right of anyone associated with the LCSB event to conduct appropriate business or freely enjoy the LCSB event;
- i.** Vendor shall ensure that all signs, banners and other advertising is contained within the assigned booth space. Vendor is responsible for supplying their own signage for their booth. Vendor shall not utilize advertising that displays and/or promotes any of the following: gang colors/symbols, alcohol, drugs, drug paraphernalia, or illegal activities.
- j.** Vendor shall utilize only the space assigned to it by LCSB for any LCSB event.
- k.** Vendor is responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. Vendor assumes all risk of loss or damage to its property, regardless of cause. LCSB is not responsible for property that is lost, stolen or damaged.
- l.** Vendor is responsible for providing all equipment needed to provide food truck services at any LCSB event. Vendor shall provide all of its required electrical needs. Vendor shall maintain an approved fire extinguisher and first aid kit in the Food Truck at all times. Vendor shall ensure that grease and abrasives are not disposed of on LCSB property.
- m.** Vendor shall complete all cleanup and depart the LCSB event location within one (1) hour after the conclusion of the event. Vendor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of LCSB, charges to repair or correct any damage or alteration.
- n.** Vendor certifies by its signature below that the information provided by the Vendor, including its legal authority to conduct the food truck business, is true and accurate. Vendor further agrees to follow all Terms and Conditions attached hereto and incorporated into this Agreement.

2. Vendor Staff:

All Vendor Staff providing services must be listed below (or on an attached sheet if additional space is needed). The Vendor shall provide only each individual's full name, no nicknames or abbreviations. Individuals requiring a Level II background check may be contacted by phone to provide their social security number for clearance.

Level II clearance verification can be obtained at: <https://fps.leon.k12.fl.us>

Only those individuals listed here shall be permitted to perform services under this Agreement.

#	Legal First Name	Legal Last Name	Phone Number	SSN (last 4#)	Level II Verified
1					
2					
3					
4					
5					
6					

- 3. Criminal Background Checks: Level II Screening Requirements:** The Vendor must comply with all requirements of Board Policy 8475 by certifying that Vendor and Vendor Staff have completed the mandatory background screenings as required by the referenced policy and obtained a Leon County School Board Vendor I.D. badge. The Vendor will bear the cost of acquiring the background screening required. Only individuals listed on this Agreement that have completed the mandatory background screenings and obtained a Vendor I.D. badge shall be permitted to perform services under the Agreement.

Where: Leon County School Board –Safety & Security Department
2757 W. Pensacola St.
Tallahassee, Florida 32304

When: Monday-Friday 8:00 a.m. – 5:00 p.m.

Point of Contact: Donald Kimbler @ 850-487-7293

- 4. Reciprocity of Florida School I.D. Badges:** If Vendor or any member of Vendor Staff has a valid, current Level II clearance registered with another Florida school district, they may be able to obtain a Leon County School Board Vendor I.D. badge. Vendor should check with the Safety & Security Department Fingerprint Services office to verify clearance and obtain a vendor I.D. badge.
- 5. Insurance:** Vendor must provide, at least one (1) week prior to the event, a certificate of insurance evidencing the following insurance coverage:
- Commercial General Liability with minimum limits of \$1,000,000 each occurrence for Bodily Injury, Property Damage, Products and Completed Operation.
 - Business Automobile Liability Insurance with minimum split limits of \$250/\$500/\$100.

The Board shall be named an additional insured on the Vendor's general liability policy. The Vendor shall provide the Board with written evidence of such insurance coverage before execution of this Agreement. Further, the Vendor agrees to notify the Board immediately of any material change in any insurance policy required by this Agreement.

- 6. Indemnification:** Vendor explicitly agrees to indemnify and hold the Board, its officers, agents, and employees from and against all fines, claims, assessments, suits, judgments, damages, and liabilities (including expenses) to the full extent allowed by the law. This includes court costs and attorney's fees arising out of any acts, actions,

breeches, neglect, or omissions of the Vendor, its employees, and its agents, in the course of the operations of this Agreement, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

- 7. Remedies for Breach:** Vendor acknowledges that a breach of any of the terms of this Agreement may result in the immediate termination of this Agreement and the preclusion of the vendor's participation in future LCSB events.
- 8. Governing Law:** The laws of the State of Florida shall govern any dispute arising from the transactions in this Agreement, and the venue for any related legal actions shall be Leon County, Florida.

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach and shall not be construed as a modification of this Agreement's terms.

This Agreement, including all attachments, exhibits, and amendments, contains the entire understanding of the parties concerning the subject matter and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement unless expressly stated herein.

In **WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

VENDOR

_____ (Company Name)

Authorized Representative

Signature: _____

Printed Name: _____

Date: _____

Title: _____

SCHOOL BOARD OF LEON COUNTY, FLORIDA

Principal/Site Administrator

Divisional Director/School Director

Signature: _____

Signature: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Purchasing Director: _____