

**AGREEMENT FOR FOOD VENDOR SERVICES
FOR ON CAMPUS FOOD TRUCK
BETWEEN
THE UNIVERSITY OF WYOMING
AND**

1. Parties. This Agreement is made and entered into by and between the University of Wyoming (hereinafter “University”) and _____, (hereinafter “Food Vendor”), whose address is _____, phone number _____, email address _____.

2. Purpose. The University and Food Vendor desire to offer food services at designated locations and times to the campus population.

3. Term. This Agreement shall commence upon _____ and shall remain in full force and for a period of two years.

4. Termination.

- A. The University can terminate this Agreement without cause, upon ten (10) days prior written notice.
- B. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date.

5. Payment. Food Vendor agrees to pay the amount for each event as agreed upon in advance in writing between the Food Vendor and the University. Compensation may be a set fee or commission based on gross sales at the conclusion of the event. Food Vendor shall be solely responsible for collecting payments from customers. Additional details for the event as required by the University will also be set forth in writing.

6. Food Vendor Responsibilities. Food Vendor will be permitted to sell its products for events for the applicable University campus department/s with the general terms and conditions below. This agreement is a non-exclusive agreement with no guaranteed minimum usage.

- A. **Equipment and Supplies.** Food Vendor shall furnish all necessary equipment and products, which are necessary for the Food Vendor to fulfill their duties under this Agreement, including their own power supply and water. Food Vendor shall restrict sales to the food truck service window and immediate vicinity of the truck. Sales inside University buildings are not permitted.
- B. **Set up and Cleanup.** Food Vendor assumes any and all responsibility for set up and cleanup and disposal of service items during and at the conclusion of the service, including, but not limited to the disposal of all waste, water, grease, and garbage.

Food Vendor shall contact the University sponsoring campus unit prior to event set-up to obtain any special directions.

C. Menu. Food Vendor must provide a menu to sponsoring campus unit in advance of service to be approved by University. Any changes to an approved menu must be resubmitted for approval.

D. Liquor. Food Vendor shall not sell or furnish intoxicating liquors upon the University premises without prior approval of the Vice President for Administration or his/her designee. The full University policy on requesting permission for the service of alcohol on UW property is available at this link:

<http://www.uwyo.edu/administration/uw-policies/alcohol-on-campus.html>.

When a Food Vendor applies for a malt beverage or catering permit for special events, the Food Vendor or persons in control of the intoxicating liquor and all persons in charge of selling, serving or managing the sale of the intoxicating liquor at the special event shall complete a server training class (TiPs) prior to the issuance of the malt beverage or catering permit for special events. Copies of the certificates for all servers must be maintained by the Food Vendor and are subject to inspection/request by UW. Food Vendors are not approved to serve and/or sell intoxicating liquors on campus until the Vice President for Administration or his/her designee has received a copy of the city permit authorizing them to serve and/or sell in a campus location.

E. Food Vendor shall adhere to the University's exclusive contract for Pepsi products provided by Wyoming Beverage Inc. (WBI) to supply only products that are exclusive to the contract with WBI. The items that are included in the WBI contract are carbonated or non-carbonated or naturally or artificially flavored drinks, whether served at ambient, cold or frozen temperatures, including all types of bottled water, juice or juice drinks, and isotonic/sports. "Bottled water" means pre-packages, single-serve waters, including still, effervescent, unflavored and flavored, and vitamin additive or otherwise fortified varieties. Beverages excludes milk, flavored milk, fruit and/or yogurt based smoothies, hot or cold coffee or tea freshly brewed on the premise, tap water or fruit or vegetable juices either squeezed fresh on the premises or made from concentrates. Pursuant to the WBI contract, Food Vendors shall purchase, from WBI, beverage drinks for use on campus.

F. Permits and Licensing. Food Vendor shall supply a copy of all necessary permits issued by the overseeing city or state agency. A copy of this license or permit shall be included with this signed Agreement.

G. Parking. All parking for vendors shall be prearranged before the day of service. Additional employee vehicles shall be parked in pay lot or off campus. Food vendor will not block or park in yellow zones, handicapped parking spaces, fire hydrants or fire lanes.

- H. Compliance with Laws.** Food Vendor shall comply with all University, federal, state, and local laws and regulations, including the current Uniform Fire Code.
- I. Damage to UW Property.** Food Vendor shall be responsible for any and all damages to University property caused by Food Vendor or its employees; normal wear and tear excluded.
- J. Money Handling.** Food Vendor shall be responsible for its own money handling. University is not responsible for damage, loss, or theft of Food Vendor's property, regardless of fault.
- K. Agents and Employees.** Food Vendor is responsible for its employees and agents. If they are not exhibiting reasonably acceptable behavior, they will be asked to leave University property. University, at its sole discretion, will determine when behavior is unreasonable.

7. General Provisions

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Laws.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment and all University employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.
- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.

- D. Availability of Funds.** Payment by the University is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, the Agreement may be terminated by the University at the end of the period for which the funds are available. The University shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the University in the event this provision is exercised, and the University shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the University to terminate this Agreement to acquire similar services from another party.
- E. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Governmental Claims.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- G. Indemnification.** Food Vendor agrees to defend, indemnify and hold harmless the University and its public employees from any and all claims arising from the services performed under this Agreement or related to this Agreement.
- H. Independent Food Vendor.** Food Vendor is acting as an independent contractor. This Agreement does not commit the University to the traditional role of employer. The University is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Food Vendor.
- I. Insurance.** Food Vendor shall carry liability insurance including coverage for property damage, bodily injury (including death), and products/completed and ongoing operations with minimum limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate. If Food Vendor will provide, serve, or be responsible for intoxicating liquor in performance of the Agreement, Food Vendor must carry liquor liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Liquor liability insurance, if required, may be provided as a stand-alone policy or may be included in the general liability policy. If Food Vendor will use automobiles in performance of the Agreement, Food Vendor must carry automobile liability insurance covering all autos, including owned, non-owned and hired autos, with minimum limits of \$1,000,000 combined single limit. Food Vendor must carry any workers' compensation coverage and employer's stop gap liability coverage required by law. Insurance shall be placed with insurers licensed to do business in Wyoming. Policies other than workers' compensation and employer's liability must name the University, its trustees, officers, and employees as additional

insureds. Prior to commencement of the Agreement, the University shall be provided with certificates of insurance and original endorsements evidencing required coverage. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the University before the contract commences. The University reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, the University of Wyoming must be provided a certificate of insurance indicating renewal or an acceptable replacement of the expiring policy prior the expiration.

All insurance coverages shall provide for deductible amounts not exceeding \$2,500. Any deductible or self-insured retentions must be declared to and approved by the University. If the deductibles or self-insured retentions are unsatisfactory to the University, they shall be reduced or eliminated as respects the University, et. al. or the University may require the Vendor to procure a bond guaranteeing payment of all losses and expenses to which the deductible or self-insured retention is applicable. If a bond is procured, the penal sum shall be equal to a minimum of twice the amount of the total of the unacceptable deductibles or retentions. The bond term shall be equal to the term of Vendor's Services to the University.

J. Interpretation. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.

K. Notices. All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:

Reggie Conerly TBD

Director, Dining Services

Dept. 3394, 1000 E University Ave

Laramie, WY 82071

Telephone: 307-766-6614

Email: reonerly@uwyo.edu

To Contractor:

Telephone #:

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
Department 3434
1000 E. University Avenue
Laramie, Wyoming 82071-2000

- L. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- N. Sovereign Immunity.** The University does not waive its sovereign or governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- O. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

