



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 LCSB 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**:
 - 1. Vendor shall interact with guests, staff, volunteers and all persons associated with the LCSB event in a respectful manner at all times;
 - 2. Vendor shall not use alcohol or other controlled substances while participating in any capacity with the LCSB event;
 - 3. Vendors shall be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;
 - 4. 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:** Vendor Staff shall consist of the following individuals (**full name only, no nicknames or abbreviations as LCSB Contract Administrator will need to verify Level II Clearance in accordance with Board Policy 8475**) that will be performing services on this PTSA (if more than three individuals, add attachment). ***Only those individuals listed here shall be permitted to perform services under this Agreement.***

3. E-VERIFY: Every Contractor must register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision. Subcontractors shall provide Contractor with an affidavit stating the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. See Section 448.095, Florida Statutes, for all requirements.

4. 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

5. 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.

6. INSURANCE: Vendor must provide, at least one (1) week prior to the event, a certificate of insurance evidencing the following insurance coverage:

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence for Bodily Injury, Property Damage, Products and Completed Operation.
- b. Business Automobile Liability Insurance with minimum split limits of \$250/\$500/\$100.

The Leon County School Board shall be named as an additional insured on Vendor's commercial general liability policy. Additional Insured coverage must be no less than that provided by Additional Insured endorsement CG 20 26 04 13. Certificate must be attached to this Agreement.

7. INDEMNIFICATION: Vendor explicitly agrees to indemnify and hold LCSB, LCSB staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of Vendor under this agreement, and shall reimburse LCSB for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.

8. LCSB REMEDIES FOR BREACH: Vendor acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in future LCSB events.

9. GOVERNING LAW: This agreement shall be governed by the laws of the State of Florida.

**THIS DOCUMENT IS CONTINUED ON THE NEXT PAGE
THE REMAINDER OF THIS PAGE IS DELIBERATELY LEFT BLANK**

THE VENDOR CERTIFIES THAT THE INFORMATION ON THE FOOD TRUCK VENDOR AGREEMENT IS A CORRECT DEPICTION OF THE SERVICES AND PRODUCTS TO BE PROVIDED BY THE VENDOR AT THE EVENT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW THE VENDOR RESPONSIBILITIES AND THE OTHER TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE FOOD TRUCK VENDOR AGREEMENT FOR THE LCSB EVENT AND TO HOLD HARMLESS AND INDEMNIFY THE SCHOOL BOARD OF LEON COUNTY, FLORIDA AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY OF VENDOR SPACE AND PARTICIPATION IN THE LCSB EVENT.

VENDOR:

Vendor Name: _____

Vendor Signature: _____

Printed Name: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

LCSB:

PRINCIPAL/DEPARTMENT HEAD: _____

SCHOOL DIRECTOR: _____

PURCHASING DIRECTOR: _____

12/17/19