

**Santa Clara University  
Center for Student Involvement  
Food Truck Agreement**

Santa Clara University (“University”) through its \_\_\_\_\_ and  
\_\_\_\_\_ (“Food Truck”) agree as follows:

**I. Contract Details**

Name of Event: \_\_\_\_\_

Date and Time of Event: \_\_\_\_\_

Name of Food Truck: \_\_\_\_\_

Primary Contact for Food Truck: \_\_\_\_\_

Payment Details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Food Service Details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requirement: **Alcohol may under no circumstances be served to guests at this event even if any guests are of legal drinking age.**

**II. Terms and Conditions**

*A. Permits & Licenses*

Food Truck represents and warrants that it has all permits and licenses required to operate as a food truck and to prepare and sell food in the City of Santa Clara, California, including, but not limited to, the Mobile Food Truck Permit as required by the City of Santa Clara and a Mobile Food Facility Permit as required by the County of Santa Clara. Food Truck represents and warrants that it will comply with all applicable laws at all times during Event.

*B. Termination*

Either party can terminate this Agreement upon written notice to the other party more than 30 days prior to the event.

*C. Insurance*

Food Truck shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance of the services and obligations under this agreement. The cost of such insurance shall be borne by Food Truck.

Food Truck shall maintain the following coverages: General Liability with limits of \$1,000,000 per occurrence/\$1,000,000 in the aggregate for bodily injury, personal injury and property damage. Business automobile liability for any auto with limits of \$1,000,000 in the aggregate. As necessary, Workers’ Compensation insurance coverage with limits as required by the State of California and Employer’s Liability with limits of \$1,000,000 per accident for bodily injury or disease.

Santa Clara University shall be named as additional insured under Food Truck’s General Liability and Business Automobile Liability insurance policy. Food Truck shall furnish Santa Clara University with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Santa Clara University before the Event. However, failure to do so shall not operate as a waiver of these insurance

requirements. Santa Clara University reserves the right to require complete, certified copies of all required insurance policies, including endorsements at any time.

*D. Force Majeure*

If the Food Truck is detained by accident, riots, strikes, illness, epidemics, acts of God, or any other legitimate condition beyond Food Truck's reasonable control, both parties shall be relieved of all responsibilities pursuant to this agreement and the agreement shall be deemed rescinded.

*E. Indemnification*

Food Truck hereby agrees to hold harmless, indemnify and defend University, its Trustees, officers, employees, agents, volunteers and students from any and all liability, including defense costs, resulting from injury to or death sustained by any person, or damage to property of any kind which is in any way connected with this agreement except from any such liability arising from the negligence or willful misconduct of University, its officers, employees, agents, and students.

*F. Governing Law*

This agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. The parties expressly agree that any action at law or in equity arising out of, or relating to, this Agreement shall be filed only in the state or federal courts located in the County of Santa Clara, California and the parties hereby consent, submit, and waive any objection to the personal jurisdiction or venue of those courts for the purposes of litigating any legal action.

*G. Entire Agreement*

This Agreement and any Attachments now or hereafter attached, if executed by both parties, supersedes any and all agreement, either oral or written, between the parties and contains all of the representations, covenants, and agreements between the parties. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. This Agreement may only be amended by a written instrument signed by both parties.

Food Truck and University hereby acknowledge that the terms and conditions herein, including those in any applicable addendum and/or rider, constitute the full and complete agreement between the two parties. The representative of the University, in signing this contract, warrants that he/she signs as the properly authorized representative of University and does not assume any personal liability for meeting the terms of the contract.

*Food Truck:*

Name of Food Truck: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*University:*

Santa Clara University  
500 El Camino Real  
Santa Clara, CA 95053  
408-554-5423

Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_