



YOSEMITE COMMUNITY COLLEGE DISTRICT
2201 Blue Gum Avenue, P.O. Box 4065 (95352) Modesto, CA 95358

MODESTO JUNIOR COLLEGE/COLUMBIA COLLEGE

FOOD VENDOR/SERVICES AGREEMENT

This Agreement for Food Services ("Agreement") is made and entered into effective _____, 20__ (the "Effective Date"), by and between the Yosemite Community College District ("District") and _____, ("Vendor").

1. Term. This Agreement shall commence on the Effective Date and have a term of one (1) year, expiring on _____, 20__. During the Term of the Agreement, Vendor shall be registered on the District's Approved Vendor List to provide the Services described in Section 2 at District's events.

This Agreement may be renewed for additional one (1) year period by mutual written agreement of the Parties and upon re-submission by Vendor of current license, permits, insurance certificates and other documentation as may be requested by the District.

2. Food Services. Vendor may sell the following food and/or beverages and/or provide the following food services ("Services") for District events on those dates and times and at site and locations specified in a separate Vendor Services Order Form, each of which shall be attached to this Agreement.

3. Compliance with Laws and Regulations. Vendor will comply with all applicable laws and regulations governing the sale of food and/or beverages, including the Health and Safety Code, the Education Code, City and County ordinances, and District policies and regulations. Food shall be prepared at a facility that meets or exceeds all state and local health standards, and shall be maintained at a safe and appropriate temperature at all times. Vendor may not sell alcoholic beverages.

4. Vendor Qualifications. Vendor shall be responsible for obtaining and maintaining all necessary business licenses and permits necessary for the provision of the Services, and shall provide copies of all such licenses and permits to District, upon request.

5. Facilities. The District shall designate the specific location and maximum size for Vendor's booth, tent, cart, or other facility to be utilized by Vendor during each District event. District will designate acceptable use of District electricity or other utilities. Vendor shall be responsible for setting up and taking down such facilities and for clean-up of the area during and following each event. Vendor may begin setting up ____ **hours** before the scheduled event and must be completely set up before the start of the event. Vendor must disassemble its facility and complete clean up and vacate the facility ____ **hour** after the conclusion of the event.

6. Termination. Either party may terminate this Agreement at any time for any reason with five (5) days' written notice to the other party. District may revoke approval of a Vendor Services Order Form at any time for any reason with 24 hours written notice to the Vendor, or with less than 24-hour notice if Vendor does not comply with the terms of this Agreement or with laws or regulations (see Section 3), where there are health or safety concerns, or if the event is canceled.

7. Sales and Taxes. Vendor shall pay all sales taxes and comply with all applicable federal, state, and local statutes and ordinances, applicable to Vendor's Services.

8. Indemnity. Vendor agrees to indemnify, defend, and hold harmless District and its Board of Trustees and each member thereof, officers, employees and agents from and against every expense, cost, loss, claim, demand, suit, action, judgments, liability, or payment, including, but not limited to attorneys' fees and costs, judgments, settlements, contract losses, or other costs occurring or resulting from Vendor's provision of

Services under in this Agreement and attached Vendor Service Order Forms(s). The parties expressly agree that the indemnity and defense obligations set forth herein are a material part of this Agreement, and for that reason, must remain in full force and effect at all times during the term of this Agreement. The parties further agree that said indemnity and defense obligations shall survive termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

9. Insurance. Vendor agrees to maintain in full force, during the Term of this Agreement, a comprehensive general liability and automobile policy, with amounts equaling One Million Dollars (\$1,000,000) per occurrence. Property damage limits shall be a minimum of Two Hundred Fifty Thousand Dollars (\$250,000). Vendor is responsible for maintaining workers' compensation insurance as may be required by the California Labor Code. If Vendor is exempt from workers' compensation, Vendor will provide District with a signed letter stating why Vendor is exempt. Vendor's Certificate of Liability Insurance shall name Yosemite Community College District, its staff, volunteers and officers as addition insured. If Vendor does not have liability insurance, special event coverage may be purchased through the District by contracting the Facilities and Events Specialist.

Within ten (10) days following execution of this Agreement, Vendor agrees to forward to District proof of insurance to the following address:

Yosemite Community College District

Attn: Risk Management, Purchasing & Receiving

P.O. Box 4065

Modesto CA 95352

If applicable, carrier shall give thirty (30) days written notification to both parties prior to cancellation, failure to renew, or other changes in coverage. In the event Vendor fails to keep in effect at all times insurance coverage as herein provided, District, in addition to other remedies it may have, may suspend or terminate this Agreement upon the occurrence of such event.

10. Agreement not Agency. This Agreement is not a partnership or agency, and District shall not become liable for any debt or obligation contracted or incurred by Vendor or any merchant or business enterprise. It is further understood and agreed that Vendor is not the agent of District for any purpose or at all.

11. Assignment. Vendor may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the District.

12. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

13. Governing Law. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California and the United States.

14. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

15. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

16. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

17. Counterparts and Facsimile Signatures. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures will be considered original signatures.

18. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

AGENCY

Authorized Signatory: _____

Date: _____

Name: _____

Title: _____

YOSEMITE COMMUNITY COLLEGE DISTRICT

Authorized Signatory: _____

Date: _____

Name: Trevor Stewart

Title: Vice Chancellor

VENDOR CONTACT INFORMATION

Vendor Contact Name: _____

Vendor Business Name: _____

Vendor Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Fax: _____

California Sellers Permit Number: _____