

AGREEMENT

THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri contracting on behalf of **MU Operations** at the University of Missouri (hereafter "University") hereby retains:

Vendor Name:

Federal Identification Number: -

Address:

To furnish certain services upon the following terms and conditions:

A. CHARACTER AND EXTENT OF SERVICE

Vendor will perform the following services:

Provide concession services for sale and/or distribution at various locations within the contiguous borders of the University. Vendors may participate in one or more of the following:

1. Food Truck Program – Reserved Breakfast/Lunch Packages – subject to the following limitations:
 - a. Standard locations: Vendors must limit operations to their assigned location(s), days and operating hours as described on Exhibit A. The vendor's setup and breakdown times must be within the applicable operating hours. Vendors may only operate on days classes are in session at the University as determined by the academic calendar maintained by the Office of the Provost (<https://provost.missouri.edu/academic-calendar/>). A full campus closure shall take precedence over the academic calendar. Vendors may not swap slots or provide access to their assigned location(s) to any other vendor at any time.
 - b. Premium locations: Vendors must limit operations to their assigned location(s), days and operating hours as described on Exhibit A. The vendor's setup and breakdown times must be within the applicable operating hours. Vendors may operate on their assigned day(s) anytime within the contract period regardless of the academic calendar. Vendors may not swap slots or provide access to their assigned location(s) to any other vendor at any time.
2. Food Cart Program – Reserved Breakfast/Lunch Package - subject to the following limitations:
 - a. Vendors are limited to the food cart locations designated by Environmental Health & Safety on weekdays classes are in session at the University as determined by the academic calendar maintained by the Office of the Provost (<https://provost.missouri.edu/academic-calendar/>). A full campus closure shall take precedence over the academic calendar. Vendors may not provide access to vendors participating only in the On Demand program. Locations and participating vendors are described in the Food Safety portion of the EHS website (<http://ehs.missouri.edu>).
 - b. Breakfast operating hours (if available) are no earlier than 5:30 a.m. and no later than 9:30 a.m., inclusive of setup and breakdown. Lunch operating hours are no earlier than 9:30 a.m. and no later than 2:30 p.m. inclusive of setup and breakdown. Vendors may not operate at the same location for breakfast and lunch on any given day.
3. On Demand Food Vendor Program subject to the following limitations:

- a. Requests to operate at the University must be initiated by an Official University operational unit or Officially Recognized Student Organization, and;
 - b. Operation and location are limited to the specific date, time and location approved through the appropriate Outdoor Space Reservation Process, and;
 - c. The Vendor must possess a copy of the approval on site during the approved event. This documentation may be requested at any time while on site by the University of Missouri Police Department, Environmental Health & Safety, Dean of Students, Provost, Chancellor or other senior University Official. Failure to produce documentation upon request will result in the approval being immediately revoked.
 - d. Vendors participating in the program described in items 1 and 2 of this part are eligible to participate in this part. See Exhibit A for fee structure, when applicable.
4. Program for Solicitation Involving Food Service are subject to the following limitations:
- a. A request must be made to the MU Sanitarian seven (7) days prior to the day of the event.
 - b. Access to the solicitation program is not transferable and not refundable.
 - c. Applicable Risk Level shall be determined by the MU Sanitarian with corresponding fee as described on Exhibit B.
 - d. Vendor operation is limited to Speakers circle on a first come first serve basis and other locations when reserved through the appropriate process. Vendor operation is limited to weekdays classes are in session at the University as determined by the academic calendar maintained by the Office of the Provost (<https://provost.missouri.edu/academic-calendar/>). A full campus closure shall take precedence over the academic calendar.
 - e. Vendors may not provide access to vendors participating only in the On Demand program. Locations and participating vendors are described in the Food Safety portion of the EHS website (<http://ehs.missouri.edu>).

Locations for all programs are subject to change or cancellation as determined by University officials from the Department of Environmental Health & Safety.

The programs contained herein may be expanded or reduced by Environmental Health & Safety at any time upon notification to the Vendors subject to change in this agreement. Reduction in services may result in a prorated refund of any fees collected, as determined by the University. Compliance with any given program is subject to the current written rules for that program. Menu items shall include beverages and foods mutually agreed by the parties. (Alcohol is not permitted on University premises.) Vendor will provide the necessary staffing and facilities to ensure equipment and supplies are available and reasonable customer service levels are maintained. Further, Vendor shall have paid all fees associated with this contract and comply with all applicable laws and regulations concerning the sale of foodstuffs, and shall procure and maintain adequate insurance to cover any and all claims arising from the performance of services under the terms of this agreement prior to commencement of operations. Vendor shall ensure that all credit card information is maintained in a secure environment, complying with PCI standards. Customer credit card information may not be transmitted over University wireless networks. The Vendor shall have one person with a nationally recognized food protection manager certification on site (or available within a reasonable distance) during operations on the University of Missouri campus. All additional food service workers must either meet the aforementioned certification or possess a recognized food handler certification from the University of Missouri or the City of Columbia, Missouri. Costs associated with certification are not included in the fees associated with this contract. Persons not handling food products in any manner do not require either of the aforementioned certifications.

Vendors approved under this program requested to be on site at the University through

means not described in this agreement must notify Environmental Health & Safety of the non-compliant request. Environmental Health & Safety will attempt to work with the requesting party in a timely manner. Vendors shall not supply services in such cases without explicit approval from Environmental Health & Safety. Vendors found operating at the University without corresponding approval required under this agreement or operating contrary to the terms and obligations of this agreement are subject to immediate termination of any active agreement. The Vendor may apply for reinstatement at the beginning of the next available contract period.

B. FEES, SANITARIAN SERVICES AND USE TYPES

1. All Vendors must have a valid, countersigned contract with the University of Missouri including payment of any fees associated with the use permit as defined in Exhibit A attached to this contract.
2. All Vendors may be inspected by the MU Sanitarian at any time while operating on the University of Missouri campus for compliance with the 2017 FDA Model Food Code. At a minimum, all Vendors will be inspected once. Additional inspections are at the discretion of the MU Sanitarian based on factors including but not limited to frequency operating on campus, previous inspection results and comments received from potential customers by EHS. All violations will include specific corrective actions that must be performed, and a deadline to achieve compliance as determined by the MU Sanitarian. The University reserves the right to terminate this contract without refund for failure to achieve compliance of noted violations.

C. CONFLICT OF INTEREST

Vendor assures that to the best of Vendor's knowledge there exists no conflict of interest between Vendor, Vendor's family, business, or financial interest and the services provided under this agreement and make every effect to avoid the appearance of a conflict in providing these services. Should this situation change during the term of this agreement, the Vendor will advise the University of such change.

D. NATURE OF RELATIONSHIP

Vendor herein is an independent contractor and shall not act as an agent for the University nor shall Vendor be deemed to be an employee of the University for any purposes whatsoever. The Vendor shall not enter into any agreement on the University's behalf or commit the University in any manner. Vendor must comply with all other rules, regulations and policies of the University of Missouri.

E. INSURANCE AND RELATED REQUIREMENTS

The Vendor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor arising from Vendor's business operation.

The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

The Vendor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages are as follows:

Commercial General Liability	\$1,000,000/occurrence	\$2,000,000/aggregate
Automobile Liability	\$1,000,000/occurrence	
Workers' Compensation and Employer's Liability	Statutory	\$100,000/\$500,000/\$100,000

The company must be at least A-, VIII rated by A.M. Best Company.
 The Vendor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Certificate of Insurance

The certificate must be sent to: UMS@instracking.com or fax at: +1 (562) 435-2999.

Vendor shall defend, indemnify, and hold harmless the University, its officers, agents, and employees from and against any and all claims, damages, costs, expenses, including reasonable attorneys' fees, losses or liabilities, arising out of or in any way connected to the use of University property or for services provided on University property, without limitation, claims for loss or damage to property, or for death or injury to any person or persons.

This agreement shall be governed and interpreted by the laws of the State of Missouri. The parties agree to the personal jurisdiction of the courts of Boone County, Missouri and waive any objections thereto.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, the parties have signed this Agreement and caused it to be executed in duplicate, with each of the copies to be considered an original agreement.

F. CONTRACT TYPE AND DURATION

Contract Start Date: **Contract End Date:** **Total Fees: \$**

Vendor has purchased...

Food Truck (location/day):	Associated Fee:
Food Truck (location/day):	Associated Fee:
Food Truck (location/day):	Associated Fee:
Food Truck (location/day):	Associated Fee:
Food Truck (location/day):	Associated Fee:
Food Truck (location/day):	Associated Fee:
Food Cart package:	Associated Fee:
Food Cart package:	Associated Fee:
Food Cart package:	Associated Fee:
Solicitation package:	Associated Fee:
Solicitation package:	Associated Fee:
On Demand package (included add-on solo)	Associated Fee:

EHS Use Only Total Amount Received:	Date Received:	Received by:
Total premium packages (if applicable):	Date premium transferred to PTS:	

SIGNATURES

**THE CURATORS OF THE
UNIVERSITY OF MISSOURI**
("University")

VENDOR NAME
("Vendor")

*[APPROVED AS TO LEGAL FORM
By Kelly Mescher at 3:13 pm, eb 16, 2018*

Date

Signature
Title

Date

SAMPLE