



FLORIDA POLY and _____

FTA# _____

FOOD TRUCK SUPPLIER AGREEMENT

This Food Truck Supplier Agreement ("Agreement") is made and entered into by and between the Florida Polytechnic University Board of Trustees (hereinafter University) and _____ (hereinafter "Supplier").

The University desires to contract non-exclusively with Supplier to provide food truck vending services at the Event in accordance with this Agreement.

1. EVENT DETAILS

Event Title: _____ Date of Event: _____

Food Truck Vendor: _____ Time of Event: _____

Representative: _____ Location: _____

of Food Truck Employees: _____ Availability: From: _____ To: _____

Supplier agrees to provide/supply the following food items:

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:

2. SUPPLIER RESPONSIBILITIES

- a) Supplier must be fully permitted and licensed to prepare, serve, and sell food in the State of Florida, County of Polk, under all applicable laws, statutes, and ordinances. Supplier must comply with all health and fire codes, permits and restrictions.
- b) Supplier will provide to the University, no later than five (5) days prior to the date of the use of University's premises, a copy of their food truck permit.
- c) Supplier must meet all applicable Polk County Health Department and Florida Department of Health regulations required for the utilization of a food truck.
- d) Supplier must comply with all University rules, regulations, and policies while on-campus.
- e) Supplier is responsible for the collection, reporting and payment of all Florida sales tax related to products sold at the event.
- f) If applicable, in lieu of a vending fee, Supplier will donate _____ % of its total sales from the Event to the University. Prior to leaving the Event, Supplier must submit sales information to the designated site personnel and the amount to be donated will be calculated and donated by Supplier prior to the Supplier leaving the Event premises.
- g) Supplier must arrive at the 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 start of the Event and remain open and serving food



through the end of the Event. Supplier will participate, rain or shine, in the Event unless notified by the University that the Event has been cancelled.

- h) Supplier must be equipped to accept cash and credit card for purchases from Food Truck.
- i) Supplier cannot use, sell, distribute, or in any way disseminate alcoholic beverages, tobacco, other substitute forms of cigarettes, clove cigarettes, or other smoking devices. Use of any tobacco products at the Event is prohibited unless in a designated smoking location. Violation of this condition may result in the termination of Food Truck services for the Event.
- j) Supplier must abide by the following Code of Conduct:
 - i. Supplier will interact with guests, staff, volunteers and all persons associated with the Event in a respectful manner at all times;
 - ii. Supplier will not use alcohol or other controlled substances while participating in any capacity with the Event;
 - iii. Suppliers will be suitably and appropriately attired at all times, and will maintain acceptable personal hygiene; and
 - iv. Supplier will not engage in any behavior that is determined to threaten the safety of anyone participating in the Event in any capacity, nor engage in any behavior that is disruptive or interferes with the right of anyone associated with the Event to conduct appropriate business or freely enjoy the Event.
- k) Supplier must ensure that all signs, banners and other advertising are contained within the assigned booth space. Supplier is responsible for supplying their own signage for their booth. Supplier cannot utilize advertising that displays and/or promotes any of the following: gang colors/symbols, alcohol, drugs, drug paraphernalia, or illegal activities.
- l) Supplier can use only the space assigned to it by University.
- m) Supplier is responsible for the safety and security of their own property and equipment at all times.
- n) Supplier is responsible for providing all equipment needed to provide food truck services at any University event. Supplier must provide all of its required electrical needs. Supplier must maintain an approved fire extinguisher and first aid kit in the Food Truck at all times. Supplier must ensure that grease and abrasives are not disposed of on University property.
- o) Supplier must complete all cleanup and depart the University event location within one (1) hour after the conclusion of the event. Supplier is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of University, charges to repair or correct any damage or alteration.
- p) Prior to Supplier and all of Supplier's employees or agents entering the University's campus or premises, Supplier and Supplier's employees or agents must have passed a background check. Any person listed on the Florida or National Sex Offenders Registry may not enter the University's campus or premises in furtherance of this Agreement.
- q) Supplier will maintain, at its own expense, amounts of insurance that covers the Supplier's exposure in performing this Agreement. The University is self-insured and is not required to obtain additional insurance for purposes of this Agreement.
- r) Supplier certifies by its signature below that the information provided by the Supplier, including its legal authority to conduct the food truck business, is true and accurate.

3. GENERAL TERMS

- a) **Relationship of the Parties.** The Supplier is an independent Contractor, and neither the Supplier nor the Supplier's employees, agents, or other representatives are the University's employees or agents. The Supplier



may not use the University's name, trademarks, logos, or marks without the University's prior written approval. Each party assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and its officers, employees, and agents. The Supplier also assumes such risk with respect to the willful or negligent acts or omissions of the Supplier's employees or persons otherwise acting or engaged to act at the instance of the Supplier in furtherance of the Supplier fulfilling the Supplier's obligations under this Agreement.

- b) **E-Verify.** All terms defined in section 448.095, Florida Statutes are adopted and incorporated into this provision. Pursuant to section 448.095, Florida Statutes, Contractor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier during the term of this Agreement. Any subcontractors must also comply with the requirements of section 448.905, Florida Statutes. The University may terminate this Agreement immediately upon notice to Supplier for Supplier's violation of this provision.
- c) **Compliance with Public Records Law.** The University is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119, and the University will respond to such public records request without any duty to give the Supplier prior notice. The University may unilaterally terminate this Agreement for Supplier's refusal to allow public access to all public records that were made or received in conjunction with this Agreement. This provision survives termination or expiration of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Florida Polytechnic University

Attention: General Counsel

4700 Research Way

Lakeland, FL 33805

ogc@floridapoly.edu (863) 874-8412

To the extent that Supplier meets the definition of "Supplier" under section 119.0701, Florida Statutes, in addition to other requirements provided by law, Supplier must comply with public records laws, including the following provisions of section 119.0701, requiring Supplier to:

- i. Keep and maintain public records required by University to perform the Service.
- ii. Upon request from the University's custodian of public records, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement, any renewals, and following completion of this Agreement if Supplier does not transfer the records to University.
- iv. Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Supplier or keep and maintain public records required by University to perform the Service.



- d) If Supplier transfers all public records to University upon completion of this Agreement, Supplier must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - e) If Supplier keeps and maintains public records upon completion of this Agreement, Supplier must meet all applicable requirements for retaining public records.
 - f) All records stored electronically must be provided to the University, upon request from the University's custodian of public records, in a format that is compatible with the information technology systems of the University.
 - g) Third parties requesting to inspect or copy public records relating to this Agreement must be made directly to the University. If the University does not possess the requested records, the University will notify the Supplier of the request, and the Supplier must provide the records to the University or allow the records to be inspected or copied within a reasonable time.
 - h) The University may inspect the:
 - i. Financial records, papers, and documents of the Supplier that are directly related to the performance of this Agreement or the expenditure of state funds.
 - ii. The Supplier's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this Agreement or to ensure that the terms of this Agreement are being met.
 - iii. The Supplier must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
 - iv. The right of access in this provision is not limited to the required retention period but lasts as long as the records are retained.
 - i) The terms of this section Compliance with Public Record Laws are material terms of this Agreement, and failure to comply may result in termination of this Agreement and/or civil penalties.
- 4. TERMINATION FOR CAUSE.** Either party may terminate this Agreement for cause by giving the other party thirty (30) calendar-days written notice and an opportunity to cure by setting forth with specificity the basis for the termination of this Agreement for cause. For purposes of this Agreement, "cause" means the failure by either party to: (i) provide the goods or perform the services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.
- 5. TERMINATION AT WILL.** This Agreement may be terminated by University by providing written notice to Supplier of such intent to terminate at least 10 days prior to the effective date of such termination.
- 6. CANCELLATION OF EVENT/FORCE MAJEURE.** If the University cancels the Event and Supplier's services are no longer needed or the Event is rescheduled and Supplier cannot participate on the new date, the University will refund the Supplier any fees paid to the University. The University will not owe Supplier any cancellation fees. Supplier must give University at least 30 days' notice of cancellation. In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then both parties will be relieved of their obligations. The provisions of this section do not excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.
- 7. ASSIGNMENT/MODIFICATION OF AGREEMENT.** This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. This Agreement is binding upon the parties' successors and assigns.
- 8. INDEMNIFICATION.** The Supplier is responsible for its performance under this Agreement. The Supplier will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of



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Governors, the University and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of Supplier or Supplier’s officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the University premises in performance of this Agreement. This provision survives termination or expiration of this Agreement. The Supplier’s obligations under this provision do not extend to any liability caused by the sole negligence of the University or its officers, agents, or employees.

- 9. **SUBCONTRACTS.** If Supplier proposes to subcontract any portion of this Agreement, subcontractor must be approved in advance in writing by the Vice President of Administration and Finance (or designee). Subcontractor must meet the same standards as Supplier and must adhere to all applicable requirements of this Agreement. Supplier will be responsible for all actions of subcontractor performed under this Agreement.
- 10. **IMMUNITY.** Nothing in this Agreement is to be construed as an indemnification of the Supplier by the University or as a waiver of sovereign immunity beyond that provided in section 768.28, Florida Statutes.
- 11. **GOVERNING LAW; VENUE.** This Agreement is governed by the laws of the State of Florida and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any disputes related to this Agreement will be governed by Florida law, and this Agreement is deemed to have been executed and entered into in the State of Florida. Exclusive venue of any actions arising out of this Agreement will be in the courts in Polk County, Florida.

AGREED AND ACCEPTED:

UNIVERSITY:

Name: _____

Signature: _____

Title: _____

Date: _____

SUPPLIER:

Name: _____

Signature: _____

Title: _____

Date: _____