

**2023 UNIVERSITY OF NORTHERN IOWA  
FOOD TRUCK AGREEMENT**

This Agreement (“Agreement”) made by and between University of Northern Iowa (“University”) and \_\_\_\_\_ (“Vendor”) which shall allow Vendor to provide approved food and beverages for events held on University grounds, as provided below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties to this Agreement agree as follows:

**1. TERM OF AGREEMENT**

The term of this Agreement shall be for \_\_\_\_\_ (Date) and \_\_\_\_\_(Time).

**2. CAMPUS SPECIFIC REQUIREMENTS**

By entering into this agreement, the vendor is agreeing to the following terms by initialing each item below:

\_\_\_\_\_ Vendor must follow guidance from NFPA related to food trucks.

\_\_\_\_\_ Vendor must display the current State of Iowa Establishment License and their most current health inspection report.

\_\_\_\_\_ Vendor must be self-sufficient and not connect to university utilities.

\_\_\_\_\_ Vendor must serve out of the food truck.

\_\_\_\_\_ Vendor must be prepared to pass campus fire inspection..

\_\_\_\_\_ Vendor must be prepared to pass campus food inspection.

\_\_\_\_\_ Vendor agrees to only park at \_\_\_\_\_  
(Identify parking location on campus that is a reasonable distance of bathroom facilities) and must be more than 30 feet from any campus building.

\_\_\_\_\_ Vendor agrees that all products will have the Vendors business name labeled on or with its items at the event so it can be easily identified where the product came from.

\_\_\_\_\_ Vendor agrees that food and beverage products delivered fit into these specific categories. If any customer at the University asks for something outside of these items, vendor must decline that customer’s request.

- Only beverages that do not conflict with UNI’s exclusive beverage contract with Coca Cola can be offered or sold. No pre-packaged beverages in cans or bottles (including individual drinks and 2 Liters) or fountain soft drinks are permitted. This includes bottled water.

- Coffee and tea brewed on premise, unbranded smoothies made on premise, and unbranded ice cream drinks made on premise are permitted.
- No alcoholic beverages.

\_\_\_\_\_ Vendor agrees if any of these requirements are violated, this Agreement would be subject to immediate termination.

### 3. IOWA FOOD SERVICE LICENSE

Each authorized Vendor must have a valid State of Iowa Food Truck License appropriate for the type of food service and setting. The Vendor must provide a copy of the license to University of Northern Iowa Housing and Dining.

### 4. 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.

#### 4.1 Minimum insurance coverages and requirements are as follows:

##### 4.1.1 Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

The State of Iowa, the Board of Regents of the State of Iowa, and the University of Northern Iowa must be named as additional insureds on the Commercial General Liability policy. Additional insured status shall be on a primary and noncontributory basis.

##### 4.1.2 Automobile Liability

Each Occurrence Limit	\$1,000,000
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##### 4.1.3 Workers' Compensation Employers Liability

Statutory Limits of \$100,000/\$500,000/\$100,000

Workers' Compensation Policy shall include a Waiver of Subrogation in favor of University of Northern Iowa; Board of Regents, State of Iowa; and the State of Iowa

##### 4.1.4 Certificate of Insurance

This certificate must be sent to: University of Northern Iowa Housing and Dining.

## 5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the State of Iowa; the Board of Regents, State of Iowa; and the University; and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or relating to (A) the material non-performance, non-compliance or breach of or with the terms and obligations of this Agreement and/or (B) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including any loss of use resulting therefrom caused in whole or in part by any negligent act or omission or intentionally wrongful act of the Vendor or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

5.2 In any and all claims against the University, the Board of Regents of the State of Iowa, the State of Iowa, and/or their employees, agents, successors, or assigns, by any employee of the Vendor or its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Vendor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.

## 6. NO RIGHT TO UNIVERSITY MARKS

This Agreement shall not be construed as providing Vendor with any rights to use University names, trademarks, logos, photographic images or other intellectual property. Such rights would require a separate written agreement between the parties.

## 7. PERSONAL OR NON-UNIVERSITY OWNED PROPERTY

University of Northern Iowa does not assume responsibility for personal or non-University owned property kept or stored in University facilities or on University grounds.

## 8. UNI PROPERTY/GROUNDS

Except for reasonable wear and tear, Vendor shall be responsible for any damage to or loss of UNI property caused by Vendor or Vendor's employees, agents, subcontractors or guests, and for any excessive trash. Vendor shall notify UNI immediately of any such damage or loss. UNI may repair or replace such damaged or lost UNI property and remove excessive trash. In such an event, UNI shall provide Vendor with an invoice for the costs incurred by UNI for such repair, replacement or removal and Vendor shall pay such invoice within 15 days of receipt.

## 9. SUPERVISION OF EMPLOYEES

Vendor shall be responsible for the supervision and control of its employees and agents. Vendor's personnel shall observe all applicable University rules, regulations, and policies either currently in force or as adopted when on University property, or providing goods or performing services under this Agreement. University of Northern Iowa reserves the right to require the Vendor to remove any employee or agent of Vendor at any time, whether temporarily or permanently, from events. Vendor shall comply with all applicable government regulations related to employment, compensation and payment for its employees or agents and shall be responsible for personnel relations of its employees.

#### 10. TERMINATION

In the event that either party defaults on its responsibilities under this Agreement, either party shall have the right to terminate the Agreement upon 15 days' written notice, provided that each party shall have the right to cure such default within the same 15-day period. If University is in default and fails to cure within said 15-day period, Vendor shall be relieved of all responsibilities under this Agreement. If Vendor is in default and fails to cure within said 15-day period, University shall be relieved of all responsibilities under this Agreement. If either party is in default under this Agreement three or more times during the term of this Agreement, whether the defaults are cured or not, the non-defaulting party may terminate this Agreement with five (5) days written notice to the other party. Notwithstanding the above, University may immediately suspend or terminate the rights of Vendor under this Agreement if University determines the Vendor or any of its agents or employees is acting in a manner that is an immediate threat or danger to the health or safety of any person(s).

#### 11. NOTICES

All statements, notices, and mailings of any nature relating to this Agreement shall be sufficient if mailed U.S. Mail, postage prepaid, addressed to the respective parties at the addresses set forth below, unless a party notifies the other by such notice of a new address, in which event such new address shall be employed for all subsequent mailings:

University of Northern Iowa  
Office of Business Operations - Cashier's Office  
103 Gilchrist CEDAR FALLS, IA 50614-0008

#### VENDOR INFORMATION

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

VENDOR'S TAX IDENTIFICATION NUMBER: \_\_\_\_\_

If Vendor is a sole proprietor, the number must be the Federal Employer Identification number (Taxpayer I.D.).

#### 12. NO ENDORSEMENT

This Agreement shall not be construed as an endorsement by University of Northern Iowa of Vendor's goods or services.

13. INDEPENDENT CONTRACTOR STATUS

Vendor agrees that the relationship between Vendor and University is that of an independent contractor for employment tax purposes. Vendor shall be solely responsible for its self-employment, income or any other taxes relating to payments under this agreement including those of any employees. Vendor shall be solely responsible for liability, disability and health insurance coverage.

14. TAXES -- FEDERAL, STATE AND LOCAL The University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the Vendor's employee's wages. The University is exempt from State and Local Sales and Use Taxes on the products and services supplied pursuant to this Agreement.

15. LAWS

Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

16. ENTIRE AGREEMENT

Upon execution by the parties, this Agreement shall embody the entire agreement between the parties relating to this subject-matter, and no modifications, amendments, or variations shall be of any effect unless in writing and signed by duly authorized officers of the Caterer/Vendor and UNI.

17. NO ASSIGNMENT

This Agreement is specific to the parties and may not be assigned or sublicensed by Vendor without the prior written permission of UNI.

18. APPLICABLE REGULATIONS

Vendor agrees that any activities which it undertakes pursuant to this Agreement shall be consistent with federal, state, and local laws and regulations.

19. IMMUNITY FROM LIABILITY

Every person who is a party to this Agreement is hereby notified and agrees that University is immune from liability and suit for or from Vendor's activities involving third parties and arising from this Agreement.

20. CONFLICT OF INTEREST

Should Vendor be a paid employee of UNI, any other Iowa Regent institution, or state agency, the vendor will be considered a "conflict of interest vendor." Whenever Vendor represents a conflict of interest, Vendor must have prior approval from the University Procurement Department to do business with the University. If any of this applies or if there are any

questions, contact the Procurement Department at (319) 273-6246 for further information and do not sign this Agreement, until express approval has been given by the Procurement Department.

This Agreement is executed by the parties as of the date(s) signed below.

**Vendor**

**University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date