



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

FOOD VENDOR AGREEMENT

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

- 1. Term:** This Agreement shall commence on the Effective Date, pending verification of required agreement documents and signature, and have a **term expiring on June 30th, 2027**. This Agreement may be renewed for an additional one (1) fiscal year period by re-submission of Food Vendor Services Agreement 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 provided and District approved quote.
- 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. **A copy of the Stanislaus or Tuolumne County Vendors Health Permit shall be attached to this Agreement**, and shall provide copies of all other 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. Upon confirmation from District contact, vendor may begin setting up at least 1 hour before the scheduled event and must be completely set up before the start of the event. Vendor must disassemble its facility and completely clean up and vacate the facility within 1 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 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 the following minimum amounts.

Commercial General Liability	Each Occurrence	\$1,000,000
Automobile Liability	Combined Single Limit	\$1,000,000

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. **All insurance policies shall include an endorsement stating that Yosemite Community College District and District Parties are named additional insured.** 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. **A copy of the Certificate of Insurance and Additional Insured pages shall be attached to this Agreement as proof of insurance.**

- 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.

19. Emergency Procedures and Campus Safety Contact: In the event of an emergency occurring during the course of food services, the Vendor shall immediately contact Yosemite Community College District Campus Safety at (209) 575-6531. Emergencies may include, but are not limited to, medical incidents, fire, hazardous material exposure, physical altercations, or any situation posing a risk to health, safety, or property. The Vendor is responsible for ensuring that all on-site staff are aware of this emergency contact number and understand the procedures for reporting emergencies. In addition, the Vendor agrees to comply with all YCCD safety protocols and directives issued by Campus Safety personnel during such events.

The following must be attached to this Food Vendor Agreement

	Document	Reference
<input type="checkbox"/>	Stanislaus or Tuolumne County Health Permit*	Section 4. Vendor Qualifications
<input type="checkbox"/>	Certificate of Liability Insurance	Section 9. Insurance
<input type="checkbox"/>	Additional Insured Endorsement Page	Section 9. Insurance

***Stanislaus Health Permit required for MJC events; Tuolumne Health Permit required for Columbia events**

***If pertinent County Health Permit is not available, hosting department is required to submit a Community Event Organizer Permit Application to the County at least 2 weeks prior to event**

VENDOR

Authorized Signatory: _____

Date: _____

Name: _____

Title: _____

California Sellers Permit # _____

My contact information has changed:

Yes, attach current W-9

No

YOSEMITE COMMUNITY COLLEGE DISTRICT

Authorized Signatory: _____

Date: _____

Name: Trevor Stewart

Title: Vice Chancellor