

WAYNE STATE UNIVERSITY

STUDENT CENTER RESERVATIONS

5221 Gullen Mall 011 Student Center Building

Detroit, Michigan 48202

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Mobile Food Truck Contract

This Contract is between _____, (referred to in this Contract as the “Vendor”), and Wayne State University. Fees and policies regarding the use and location of Mobile Food Trucks on the campus of Wayne State University are as follows:

1. Grant:

Wayne State University (hereinafter referred to in this Contract as “University”) hereby grants Vendor permission to operate Mobile Food Trucks on University's property, at locations to be determined and solely approved by the University. Vendor may only position Mobile Food Trucks and sell food products in University approved location(s). Further, Vendor will be advised of the location of the Mobile Food Truck(s) in advance. The location of the Mobile Food Truck may be subject to change so as not to interfere with campus and/or academic activities or disrupt or impede the flow of pedestrian traffic or University business and/or traffic. Should a different location be warranted, then alternate locations will be determined and must be approved by the University.

2. Contract Term:

Vendor shall be permitted to use the approved and/or designated locations, as designated from time to time, for the purpose stated above for the following period:

Academic Year	Starting Date	Ending Date
2018 - 2019	May 1, 2018	August 31, 2019

3. Mobile Food Truck Locations:

The Vendor shall be permitted to use only the designated locations on dates and at times during the week as scheduled with University’s Student Center Administration. The designated dates and times will be determined and scheduled by Student Center Administration so as not to interfere with or impede University activities, business and/or traffic and may be subject to change based on disruption to or interference with University activities, business and/or traffic. The location and number of locations will also be determined by Student Center Administration.

The Vendor shall be permitted to place a Mobile Food Truck at one the following location(s):

Location(s):	Days Available:	Daily Rate:	Area Serves:
Williams Mall East	Monday through Friday	\$45.00	Central campus including general purpose classroom buildings, libraries and the Student Center Building
Williams Mall West	Monday through Friday	\$45.00	Central campus including general purpose classroom buildings, libraries and the Student Center Building
College of Pharmacy and Health Sciences	Thursdays – Other days on request	\$25.00	WSU School of Medicine (Scott Hall) and/or Mazurek Medical Ed. Commons, and Eugene Applebaum College of Pharmacy and Health Sciences

4. Registration Fees:

In consideration of the rights granted herein by University, **Vendor will pay a Registration Fee of \$0.00 per academic year per truck for the term of the contract.** The Registration Fee will be due and payable with the signed Contract.

Registration Fees Include:

- Permission to operate Mobile Food Trucks at the location(s) designated in this Contract.
- Permission to sell and serve food, food products and non-alcoholic beverages as listed in Section 13 below.
- Ingress and egress to designated location(s) as identified in this Contract.
- Access to the University reservation booking system.
- A University window sticker that verifies Vendor registration for the Contract term (Academic Year).

Registration Fees Do Not Include:

- Permits and licenses, including current driver's license, to operate a Mobile Food Truck.
- Equipment necessary and/or required to operate Vendor's Mobile Food Truck(s). Vendor will provide own truck and required equipment, products and supplies to the Wayne State University Locations.
- Use of University equipment tools or furnishings located in or around the designated locations.
- Arrangements for the parking of private vehicles. Vendor will be solely responsibility for private parking.
- Sale or serving of alcoholic beverages. Vendor is not permitted to sell or serve alcohol under any circumstances.

5. Payment:

- Payment accepted: cash, cashier check, credit card or money order payable to Wayne State University (personal/business/starter checks are not accepted in person).
- Electronic payment options for checks and credit cards are available at: <http://commerce.cashnet.com/1Housing>
- Daily location reservations are confirmed only when payment and the signed contract is received.

6. Conduct Policies:

- Violations of any of the conduct policies contained in this contract can result in the cancellation of Vendor's use of University space, and the forfeiture of any registration fees paid to University.
- It is the responsibility of the Vendor to clean the area surrounding Vendor's Mobile Food Truck. All areas of University property are expected to be left in the same condition as it was received. All trash must be bagged and placed by trash receptacles. Failure to do so will result in a cleaning fee assessed by University.
- Vendor assumes responsibility for any damage caused to any University location by Vendor's patrons. Reimbursement costs for damages will be solely determined by University.
- Vendor shall be responsible for either the repair or cost of repair to any University property, equipment, tools or furnishings damaged by Vendor or Vendor's employees and agents.
- Effective August 2015 Wayne State University has adopted a smoke and tobacco free policy for all indoor and outdoor spaces. Wayne State University is committed to providing a drug-free environment for its faculty, staff, and students. The unlawful possession, use, distribution, dispensation, sale or manufacture of drugs or alcohol is prohibited on university premises, at university activities and at university worksites.
- All decorations, including balloons and/or signage, must be removed from the University's campus each day. Failure to remove decorations and/or signage will result in a removal fee being charged to the Vendor.

7. Conduct of Vendor's Business:

- It is the responsibility of the Vendor to secure and pass all appropriate licensing requirements and inspections and Vendor's employees and agents must have the required training and/or required food handling licensing. University reserves the right to terminate Vendor's use for failure to secure and maintain proper license and permits. Vendor will be subject to forfeiture of all funds paid to the University. **Vendor shall attach copies of said permits and/or licenses to this Contract.**
- Vendor shall conduct its operations in a sanitary and orderly manner and so as not to aggravate, disturb or be offensive to patrons or others in or accessing University buildings and/or property.
- Vendor shall use only the best quality products authorized to be used in or around permitted locations.
- Vendor shall be required to operate an audible device or other device on the vehicle that alerts pedestrians and other traffic that the Mobile Food Truck is moving.
- Vendor shall require one of Vendor's employees to walk in front of the Mobile Food Truck and be responsible for directing the driver to prevent hazardous conditions, not limited to but including incidents involving pedestrians.

8. Security:

University shall not be held responsible for the loss damage, theft and/or any related incidences to personal property, items and/or additional items left in, on, or near Vendor's Mobile Food Truck and/or Food Trailer. Securing Vendor's property will be the sole responsibility of Vendor. Vendor shall be responsible for ensuring all items belonging to Vendor are removed at the conclusion of the rental period. **Vendor's failure to remove its items will result in a storage fee rate of \$100.00 per day.**

9. Applicable Laws:

Vendor agrees to comply with all laws, ordinances, and rules of the University, the State of Michigan, and the United States, applicable to the use of said designated locations and the operation of a Mobile Food Truck.

10. Violation:

If at any time Vendor's use of the location violates any applicable ordinance or law of the City of Detroit, County of Wayne, State of Michigan or the United States of America, Vendor shall either cease and desist from continuing such use or surrender the space rental forthwith upon demand of the University.

11. Injury to Persons; Damage to Property:

Neither the University nor its employees or agents shall be liable for any damage to property entrusted to the University, its employees or agents, nor for the loss or damage to any property by theft or otherwise, by any means whatsoever. University shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water or rain leakage, or any other cause whatsoever.

Vendor hereby indemnifies and agrees to hold University harmless from, and to defend University against any and all claims of liability for any injury or damage to any person or property whatsoever occurring in or about the designated Food Truck location(s), or grounds if such injury or damage occurring at the designated Food Truck location(s) or on the grounds is caused in whole or in part by the act, neglect, fault or omission of any duty by Vendor, its agents, employees or invitees or any food or products sold by Vendor.

12. Indemnification:

Vendor agrees to indemnify and hold harmless Wayne State University, its officers, employees and agents, against all claims, demands, causes of action, suits and judgment, including expenses arising from any accidents, injury or damage caused to any person or to any property arising from Vendor's use of the designated Food Truck location(s) and grounds.

13. Insurance:

Vendor agrees to procure and maintain at its own expense public liability and property damage liability insurance with limits of \$500,000 each occurrence for bodily injury and property damage. **Student Center Administration requires that Vendor provide a copy of the Certificate of Insurance within ten (10) business days of Vendor use.**

14. University Pouring Rights Contracts:

If during the life of this contract the University shall become party to a pouring rights contract with a national soft drink bottler, and if Vendor sells or furnishes soft drinks in or on the designated Food Truck location(s) or grounds, then Vendor agrees that it shall furnish that bottler's product in or on the designated Food Truck location(s) or grounds consistent with the terms of any University (WSU) pouring rights contract, provided however, Vendor can use standard cups or cups/containers relating to Vendor's business. **It is acknowledged that University currently has a Pouring Rights contract with Pepsi-Cola, and Vendor is permitted to sell only bottled or canned Pepsi-Cola products.**

15. Special Circumstances:

If the Mobile Food Truck Location(s)/ Grounds is deemed unusable by Student Center Administration on any day/date during the term of the Contract due to University closure due to circumstances beyond the control of the University, including acts of God, strikes, weather or the inability of the University to clear a path to the designated Mobile Food Truck location(s), Vendor is eligible to reschedule that day(s)/date(s) use on another available day/date during the term of the contract with Student Center Administration approval at no cost.

16. Location/Grounds Disruption:

That in the case the Location or Grounds or any adjacent buildings or structures or part thereof shall be destroyed, damaged or deemed unusable by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Contract at the Location or Grounds impossible, including, without limitation thereto, condemnation, and/or eminent domain and/or the requisitioning of the premises (Location/Grounds) by the United States Government, and/or State Government or any arm or instrumentally thereof, or by reason of labor disputes, or act of God, then and thereupon this Contract shall terminate and, Vendor shall pay the fee for said Location(s) up to the time of such termination, at the rate specified. Vendor hereby waives any claim for damages or compensation should this Contract be so terminated, on the foregoing basis.

17. Cancellation Policy:

At least thirty (30) days' notice must be given for all cancellations to receive a refund. Please note that all deposits are non-refundable. Any event that is cancelled less than thirty (30) days before the event date will result in all monies paid forfeited.

I HAVE READ AND UNDERSTAND THE CONTRACT AND THE UNIVERSITY POLICIES GOVERNING THE USE OF THE UNIVERSITY LOCATIONS AND GROUNDS ABOVE FOR THE OPERATION OF MOBILE FOOD TRUCKS. I ASSUME RESPONSIBILITY FOR THE PROPER PAYMENT OF ALL CHARGES RELATED TO THIS CONTRACT.

Please sign below and return all pages with payment to Student Center Reservations at the address listed above.

The "Vendor" Date

Wayne State University Date
Student Center Designee