**FOOD CART SALES AGREEMENT**

This agreement ("Agreement") is made and entered into by **( DBA here )** as business “ ” and the University of North Texas on behalf of its Department of Dining Services ("University"). By this agreement, both parties mutually agree:

1. The initial term of this Agreement shall be for a period of one year beginning **( Date )** and ending on **(Date)** . The Agreement may be renewed annually on the written Agreement of both parties for up to five (5) additional one year terms. However, either party may terminate this Agreement by providing thirty (30) days written notice to the other party.
2. The University will provide, at its expense and its sole discretion, designated space(s) with appropriate trash container(s).

**GENERAL PROVISIONS AND RESPONSIBILITIES**

1. The Contractor agrees to use the designated space(s) for the sole purpose of providing for the sales of (**Proposed Menu**) seasonal and promotional items and other such food products as the University might approve in its sole discretion. During the term of this agreement, University assures the Contractor of the exclusive right to sell approved products from his Lee’s Grilled Cheese truck on the University campus, with the exception of University athletic venues and events.
2. Placement of the ( Name ) truck and operating days and hours shall be decided by the mutual agreement of University and Contractor. University shall have sole right to decline any location or designate an alternative location at its sole discretion.
3. For the purposes of this agreement, the University shall be represented by the Executive Director of Food Services or his/her designee.
4. Appearance of the ( DBA)truck, trade dress, employee uniform, menu boards, hours of operation and all other operating issues shall be subject to the oversight of University. The contractor shall comply with any reasonable request of the University.
5. Contractor must submit any advertising/marketing materials to University for review and approval prior to use.
6. Contractor must furnish an annual copy of the Commissary’s Health Permit, Affidavit of Commissary, and City Mobile Vender Permit.
7. Contractor shall comply with all applicable laws and regulations, health inspections and other compliance measures of the State of Texas, including, but not limited to, those of University relative to conduct on its premises. Health inspections will be provided by the University Office of Risk management at a fee. Contractor shall be liable for any fees assessed relative to the inspection of Contractor’s premise.
8. The University reserves the right to negotiate the exact details of any operating agreement.

**REMUNERATION**

1. In consideration for the use of space provided and services provided to Contractor, Contractor agrees to pay University 10% of net sales (total sales, less any state and local sales tax and refunds) no later than the 15th day of the month following the month for which sales are recorded. Along with such rents, the Contractor shall provide a reconciliation of sales and inventories for the month for which rents are being paid. The University may audit such reports and may request additional documentation including but not limited to sales tax statements,

**INDEPENDENT CONTRACTOR STATUS**

1. This is not a brokerage agreement, agreement of joint venture, partnership, or condition of employment with the University. In the performance of this Agreement between Contractor and University, both parties are acting as independent contractors. Neither party shall order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in the other party's name or purporting to be on the other party's behalf except as might be expressly authorized by the terms of this Agreement or by separate written agreement with the other party.

**ENFORCEABILITY**

1. The failure of either party to enforce any provisions of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**INSURANCE**

1. Contractor must maintain or cause to be maintained Worker's Compensation Insurance and General Liability Insurance, showing The University of North Texas System, University of North Texas, its Board of Regents, employees, students, and representatives as additional insured. Limits of coverage for General Liability should be One Million per incident of occurrence and Two Million Aggregate. Additionally, Contractor agrees to provide University with a waiver of subrogation with respect to its Worker's Compensation and General Liability Insurance. Contractor may not void, suspend, cancel or reduce coverage or limits of its insurance policies except after thirty (30) calendar day’s prior written notice to University. A copy of the certificate of insurance must be provided to University. Such certificate must state that ten (10) business day’s prior written notice of cancellation or material change will be submitted to the University by the insurance carrier. The certificate should read:

"The University of North Texas System, University of North Texas, its Board of Regents, employees, students, and representatives are hereby named as additional insured with respect to liability arising out of the activities performed by, or on behalf of [Vendor]."

**LIABILITY**

1. Contractor agrees to defend, indemnify, and hold the University, its Board of Regents and employees harmless from and against any and all claims, suits, damages and liabilities, as well as costs and expenses connected therewith, including reasonable attorney’s fees, where it is alleged in such claims or suits that the services provided by Contractor, or acts or omissions on the part of Contractor's agents or employees have caused damage or injury in any way to persons or property, including, but not limited to, any damage to or loss of the University's possessions, equipment or premises, ordinary wear and tear excepted.
2. Contractor further agrees to defend, indemnify, and hold the University, its Board of Regents and employees harmless from and against any and all claims, suits, damages and liabilities, as well as costs and expenses connected therewith, including reasonable attorney’s fees, where it is alleged in such claims or suits that the advertising furnished by the Contractor infringe the rights of any third party, including without limitation claims of trademark or copyright infringement or have caused damage or injury in any way to persons or property.
3. Both the University and Contractor agree to provide the other party with prompt written notice of any claims or suit coming within the purview of the indemnity contained in the aforementioned and to furnish all relevant acts in is possession or control, and cooperate fully with the other party in its defense or any such action.
4. The University assumes no liability for damage or loss to Contractors equipment. Contractor shall be solely liable for any and all damage or loss of equipment furnished by Contractor and for any and all loss of money or product resulting from vandalism or theft.
5. Neither party shall be liable nor deemed in default for any delay or failure in performance under this Contract or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions, or any similar cause that is beyond the reasonable control of either party.

**MISCELLANEOUS**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is entered into in Denton County, Texas.
2. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, the parties must use the statutory dispute resolution process to attempt to resolve disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties acting in good faith, and as evidenced by the signatures of their authorized representatives as set forth below, agree to the terms and conditions as set forth in this Agreement.

**ON BEHALF OF (Business Name Here)**

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Signature Date

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Address City State Zip Code

**ON BEHALF OF THE UNIVERSITY OF NORTH TEXAS:**

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