



APU MOBILE FOOD UNIT/FOOD TRUCK AGREEMENT

THIS AGREEMENT (hereafter “Agreement”) is made by and between **Alaska Pacific University** (hereafter “APU” or “University”) and _____ (hereafter “Vendor”).

APU desires to obtain the services a mobile food unit/food truck (hereafter “food truck”) to prepare and serve food safely from Vendor and Vendor has the expertise and experience to provide such service at the event described herein. For good and valuable consideration, the parties agree as follows:

1. EVENT DETAILS AND SERVICES PROVIDED BY VENDOR: Vendor agrees to provide a food truck to prepare and serve food safely for the following event:

Name of Event: _____

Date and Time of Event: _____

Location of Event:

Alaska Pacific University
4101 University Drive
Anchorage, AK 99508

Alaska Pacific University
Kellogg Campus
6404 Lossing Road
Palmer, AK 99645

2. VENDOR CONTACT INFORMATION:

Name of Vendor:

Name of Vendor Contact Person:

Name of Food Truck (if different from Vendor name):

Address

City/State/Zip:

Phone:

Email:

3. LICENSES AND PERMITS: Vendor shall obtain and maintain all required permits and license to operate as a food truck as required by any applicable municipal, borough or state law, and agrees to provide a copy of any such documents to APU upon request.

4. HEALTH CODES. Vendor shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. An authorized represent of Vendor capable of driving the food truck must be with the food truck at all times.

5. **INDEPENDENT CONTRACTOR:** Vendor understands the relationship between Vendor and APU will be construed and deemed to be that of an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the Vendor and APU, nor will Vendor and APU hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As between APU and Vendor, except as specified herein, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner or means by which any other performs its obligations except as specified herein.

6. **RESPONSIBILITY/PROPERTY DAMAGE:** Vendor is responsible for its equipment and personal property. Vendor shall furnish all materials necessary to perform the services contemplated herein, Vendor will be responsible for any damage to APU's property, including, but not limited to, facilities or equipment caused by Vendor or its employees, agents or guests, and Vendor will be responsible for the costs of repair or replacement and will reimburse APU immediately upon presentation of a certified statement of such costs.

7. **INDEMNIFICATION:** Except for those matters caused solely by APU's intentional (as opposed to negligent actions), or those of its agents, servants, employees, or contractors and to the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless APU and its directors, officers, agents, volunteers, students, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties, expenses and losses of any kind, including attorneys' fees and other professional fees, in whole or in part resulting from, arising from, or in any way connected with any act, error or omission or failure of Vendor or Vendor's agents, employees in connection with the Vendor's services and obligations under this agreement, to include, but is not limited to, to any and all claims relating to the injury or death of any person or damage to any property.

8. **INSURANCE:** Vendor must, at Vendor's sole cost and expense, maintain or cause to be maintained insurance that meets the minimum coverage levels required by APU as follows:

Commercial General Liability insurance:

General Aggregate:	\$2,000,000.00
Each Occurrence:	\$1,000,000.00
Damage to Rented premises:	\$1,000,000.00
Medical Payments:	\$ 5,000.00
Liquor Liability (if serving alcohol):	\$1,000,000.00
Products Liability:	\$2,000,000.00

Automobile Liability:

Combined single limit/each occurrence:	\$1,000,000.00
--	----------------

Workers' Compensation and Employer Liability

Workers' Compensation:	Statutory minimum where required by law
Employer Liability:	\$1,000,000.00

Vendor shall provide APU, prior the commencement of the event, a Certificate of

Liability Insurance naming “Alaska Pacific University”, 4101 University Drive, Anchorage, AK 99508, as additional insured.

9. COMPLIANCE WITH LAWS/POLICIES: Vendor agrees to be responsible for the supervision of its employees, agents and servants. Vendor’s personnel agree to abide by all applicable federal, state and local laws, as well as to observe and abide all applicable APU rules, regulations and polices while performing the services under this agreement.

10. GOVERNING LAW/VENUE: All disputes regarding the construction, interpretation and parties’ obligations under this Agreement will be governed by the laws of the State of Alaska, notwithstanding any of that state’s laws to the contrary, regardless of the location of the Performance. Jurisdiction for the resolution of any such disputes will be State or Federal court in state of Alaska, and, unless waived by all parties, venue for any disputes arising out of this Agreement shall be in the U.S. District Court for the District of Alaska or the state courts for the Third Judicial District, State of Alaska, at Anchorage.

11. NO ASSIGNMENT: Neither party shall assign or delegate its rights and obligations under this Agreement or any part hereof without prior written consent of non-assigning or non-delegating party.

12. SEVERABILITY: If any term of this Agreement or its application to any person or circumstance shall, at any time or to any extent, be determined invalid or unenforceable, the remaining provision s shall not be affected and shall be deemed valid and fully enforceable to the extent permitted by law.

13. ENTIRE AGREEMENT: This Agreement and any applicable attachments and exhibits shall constitute the complete and exclusive statement of the agreement between APU and Vendor relating to this subject matter, and no modifications, amendments, or variations shall be of any effect unless in writing and signed by duly authorized representatives of APU and Vendor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives.

Alaska Pacific University:

Janelle Vanasse, President

Date

[Vendor Name]:

Print Name:

Date