

University of Utah

Agreement to Provide Temporary Food Service

This agreement sets forth the terms and conditions for permission to provide temporary food service by vendors on the University of Utah campus and other University satellite locations. All vendors must have approval by the University of Utah to provide food service on University property.

Date of Agreement _____

Date of Event _____

Term of Agreement _____

Name of Vendor _____

Type of Function _____

How many people are you expecting to serve _____

What type of set-up is being used for the food to be served _____

Contact Person _____

Address _____

Phone _____

Type and Size of vehicle _____

Vendor must meet the following requirements. Documentation of these requirements must be submitted one week prior to the event taking place.

1. The Vendor must have a valid business license in Salt Lake County and Vendor shall comply with all other licensing, permitting or other requirements of any state or local authority. This includes complying with all requirements identified by the Salt Lake County Health Department for specified activity. This also includes complying with the Payment Card Industry Data Security Standard and all applicable laws and regulations with respect to any personally identifiable data associated with customers and clients, such as account numbers, expiration dates, names, and home, business or email addresses or telephone numbers.
2. The Vendor hereby agrees to defend, indemnify and hold harmless the University of Utah (including all University operating units and organizations) from the liabilities, (including legal fees) arising from or relating to Vendor's providing food, beverages or services or otherwise in connection with this agreement.
3. The Vendor must provide proof of insurance in the forms and amounts set forth at attachment 1 hereto.

4. Vendor acknowledges that during the Term of this Agreement University is or will be a licensee under a license agreement (the “**Beverage Agreement**”) by which PepsiCo. and/or its affiliates have or will have certain rights regarding the sale and distribution PepsiCo products, and that the License Agreement contains or will contain certain rights or restrictions regarding the sale or advertising of PepsiCo food or beverage products. In recognition of these rights and restrictions imposed upon University, Vendor shall not engage in the sale or distribution of any food or beverage product, or otherwise engage in any business activity on the University of Utah campus or University satellite locations, which Vendor knows to be or is informed by University is, in violation of, or inconsistent with, the requirements of the License Agreement or any other food or beverage license agreement that is in effect as of the date of execution of this Agreement to which the University is a party. Vendor must negotiate its own pricing with PepsiCo for products.
5. The area used by the Vendor must be left clean or a clean-up fee will be assessed.
6. It is the responsibility of the Vendor to make arrangements with University Commuter Services to obtain a permit to drive and park on campus. You may also contact the event manager to make arrangements for parking. University Commuter Services can be contacted at 801-581-6415.
7. Vendor shall not serve alcoholic beverages on the University campus or University satellite locations without the explicit written permission of the cognizant University of Utah Vice President, University of Utah Risk and Insurance manager, and other persons as required under the University of Utah alcohol guidelines
8. This Food Service Agreement is intended only to grant Vendor permission to use the designated temporary food service area. Vendor must also be sponsored by a University Organization, which may include additional terms and conditions.
9. The Vendor shall comply with all Utah adopted construction and fire code requirements. The Vendor shall implement all inspection comments provided by the University Code Officials prior to the event.
10. Service Provider shall not discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, age, disability, ethnicity, sexual orientation, gender expression, gender identity, genetic information, or national origin. Any further questions about this agreement can be directed to Contract Administration at 801-587-0853.

Agreed to this ____ day of _____, 20_____.

Vendor: _____

Signature: _____

Name: _____

Title: _____

Approved by University of Utah

Signature: _____

Name: _____

Title: _____

Attachment 1

Insurance Requirements

Vendor shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. Vendor shall also maintain, if applicable to Vendor's operations or performance under this agreement, Business Automobile Liability insurance covering Vendor's owned, non-owned and hired motor vehicles. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

Vendor shall maintain all employee related insurances, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees involved in performing services pursuant to this agreement. Vendor shall also maintain "all risk" property insurance at replacement cost applicable to Vendor's property or its equipment.

Vendor's insurance carriers and policy provisions must be acceptable to University's Risk and Insurance Manager and remain in effect for the duration of this agreement. University of Utah shall be named as additional insured party on the Commercial General Liability insurance policy. Vendor will cause any of its subcontractors who provide any materials or perform any operation relative to this Agreement, to also maintain the insurance coverages and provisions listed above.

Vendor shall submit certificates of insurance as evidence of the above required insurances to University prior to the commencement of this Agreement (mail to: University of Utah Contract Administration, Building 822, 5 Heritage Center, Salt Lake City, Utah 84112.) Such insurance certificates shall provide University with a thirty (30) calendar days written notice prior to the cancellation of coverage, sent to the above address.