

# Food Truck Use Agreement



This Use Agreement ("Agreement") is made and entered into on \_\_\_\_\_ ("Effective Date") between Cal Poly Pomona Foundation, Inc. ("Foundation") and \_\_\_\_\_ ("User").

For and in consideration of the following promises, covenants and conditions, Foundation and User hereby agree as follows:

**User wishes to have the Poly Trolley Food Truck available at their special event:**

(Event Name) \_\_\_\_\_

(Event Location) \_\_\_\_\_

(Event Purpose) \_\_\_\_\_

**DEPOSIT:** User agrees to pay to Foundation a Deposit of \$200 within 5 (five) business days of execution of this Agreement. If the Deposit is not timely received by the Foundation, this Agreement shall be automatically void and User shall have no right to use of the Food Truck

The deposit is non-refundable and non-transferable. If the User cancels the Event, User shall forfeit the deposit. Cancellation must be received 5 business days prior to Event Date or no refund will be provided.

User acknowledges that use of the Food Truck is conditioned on User and Foundation's execution of this Agreement and User's payment of the required Deposit. Date and Time Requested (Date) \_\_\_\_\_ between the hours of \_\_\_\_\_ am pm and \_\_\_\_\_ am pm (Please indicate expected service time)

**ACCESS AND EVENT TIMES.** The Food Truck will require access to the location 1 hour prior to the event time indicated above. The Food Truck requires a 45' long by 25' wide parking space with 15' of overhead clearance.

**GUARANTEES.** User guarantees the sales on the food truck at their special event to be \$750 on weekdays and \$1,000 on weekends and holidays. A \$2,000 guarantee will be required for events exceeding 2 hours in duration. User will be responsible for any revenue short of the guarantee.

**RESPONSIBLE PARTY/EVENT COORDINATING DEADLINE.** The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with the Foundation and agrees to complete this coordination no later than 10 business days prior to the Event Date. The Responsible Party must be the host and in attendance throughout the Event. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations, outlined in this Agreement are met.

## **USER'S OBLIGATIONS.**

- a. User agrees to keep the Facility and adjacent areas on the Campus in a clean and orderly condition and to provide trash cans and coordinate removal of all waste material at the conclusion of the Event.
- b. Attaching banners, signs, or any other material to the Food Truck is prohibited.
- c. User is responsible for providing tables, chairs, or any other equipment required for their special event.
- d. Neither the Foundation nor Campus insure the personal property of the User its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.
- e. User is responsible for coordinating with Campus Police, Parking, and obtaining a License Of Facilities (if required)

**TERMINATION/CANCELLATION.** This Agreement to use the Food Truck is granted subject to observance of regulations. The Foundation may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by the Foundation or governmental agency, or at any time for misrepresentation. The Foundation may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the Foundation, would make the Event unfeasible. Refunds of any Deposits paid will be determined at the discretion of the Foundation, on a case by case basis.

**FORCE MAJEURE:** Company shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

**SEVERABILITY:** In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

**GOVERNING LAW:** This Agreement will be governed by, and construed in accordance with, the laws of the State of California, without giving effect to the principles of conflict of laws thereof. Any action brought in connection with this Agreement, whether through arbitration or otherwise, shall be brought through arbitration and/or a Court of competent jurisdiction located in Pomona, California.

**AUTHORITY:** Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

**ACCEPTANCE OF TERMS.** I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Foundation Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

User Signature: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Day Of Event Phone Number: \_\_\_\_\_