



**Food Truck Vendor Contract
Montana State University Billings
Billings, MT**

DATE: _____

LOCATION _____
Montana State University Billings Campus
Billings, Montana

FEES Food Truck Vendor will be charged a fee of 15(%) of gross sales. Food Truck Vendor shall adequately account for and maintain reasonable records for its performance and allow access to these records by MSUB, the Legislative Auditor, and/or the Legislative Fiscal Analyst as may be necessary for audit purposes and in determining compliance with the terms of this Contract.

PLACEMENT Food Trucks may be placed on _____ **[fill with date and time]**. Placements to be determined by _____ **[Department representative name]**, MSUB _____ **[Department name]**. Food trucks may not remain overnight and must vacate the area within two hours of the end of that days events. Each Food Truck vendor will be assigned a space. Storage of supplies, equipment or inventory outside booth space will not be allowed.

ELECTRICITY & WATER Food trucks are required to be self-contained. No electric or water service will be provided.

HOURS Food Trucks are responsible for **always maintaining adequate staffing between set-up and take-down on** _____ **[Fill with date and time]**. Food Trucks may not extend beyond these times.

SANITATION Area surrounding Food Trucks, including any tables and chairs, must always be kept clean by the Food Truck Vendor. Food Truck Vendor is responsible for disposing trash in designated areas or removing trash from campus daily. **All Food Truck Vendors must hold a current State of Montana food license and submit to an inspection by the Montana State University Billings email address contracts@msubillings.edu at least 2 weeks prior to the start of the event. If a Montana food license is needed, reach out to www.riverstonehealth.org or environmental.he@riverstonehealth.org.**

SOUND SYSTEMS

No separate sound systems are permitted.

SIGNS

Food Truck Vendors will provide their own signage that must be professional in appearance and contained within the assigned space. The description and price for all items must be clearly visible to the public. **All Food Trucks must post the name, address and telephone number of the owner, operator, permittee, or business.** This shall be legible and clearly visible to all guests. Montana State University Billings reserves the right to locate or relocate any display or sign for safety reasons.

PAYMENT

Each Food Truck Vendor is responsible for establishing its own payment methods; acceptance of credit/debit cards is preferred but not required.

ALCOHOL

No alcoholic beverages may be sold, served, or consumed by Food Truck Vendors or their personnel while on the premises of the Montana State University Billings Campus.

TOBACCO

Smoking is not allowed on the MSUB campus. Tobacco products are prohibited by vendors.

https://www.msubillings.edu/geninfo/tobacco-free_campus/pdf/MSU_Billings_tobacco-free_campus_policy.pdf

STAFF

Staff must be neat and clean, preferably in recognizable clothing, and always behave in a professional manner.

WEATHER SECURITY

Food Truck Vendor shall be responsible to adequately anchor all equipment to withstand the elements of weather.

TRADEMARKS

Food Truck Vendor may not use the name or trademarks of Montana State University Billings without prior written permission of Montana State University Billings. Vendors may not sell items bearing the event name or likeness.

RELATIONSHIP

It is mutually agreed that Contractor is an independent contractor and not an employee of MSUB for purposes of this Contract. It is understood that the Contractor is not subject to the supervision and control of MSUB, nor is the Contractor carrying out the regular business of MSUB. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by MSUB to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

INSURANCE

Montana State University Billings assumes **no responsibility** for loss or damage to the Food Truck, its property, employees, or guests. Each Food Truck Vendor must supply individual

Property & Liability Insurance. A Certificate of Insurance naming Montana State University Billings as “additional insured” *must be received one week prior to the event* and can be submitted to contracts@msubillings.edu.

General Requirements. The Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or about the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status. The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured’s general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

WORKERS

COMPENSATION **Compliance with the Workers’ Compensation Act:** Contractors shall comply with the provisions of the Montana Workers’ Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417 MCA. Proof of compliance must be in the form of workers’ compensation insurance, an independent Contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are University employees. This insurance / exemption must be valid for the entire term of this Contract.

INDEMNITY

Food Truck Vendor shall indemnify and hold Montana State University Billings, its staff, contractors and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of Food Truck Vendor under this agreement and shall reimburse Montana State University Billings for any costs, including, but not limited to, reasonable attorney’s fees incurred in defense against any such claims.

NON-DISCRIMINATION

The Contractor agrees that under Section 49-3-207, Montana Code Annotated, and the federal civil rights acts, no part of this Contract shall be performed in a manner which illegally discriminates against any person based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

MODIFICATION

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents or either party, that are not contained in this Contract are valid or binding. This Contract may not be enlarged, modified, or altered except by written amendment by the parties.

TERMINATION

- A. This Contract may be terminated at any time upon the written mutual consent of the parties.
- B. MSUB may terminate this Contract for failure of the Contractor to perform any of the services, duties or conditions contained in this Contract after providing the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- C. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- D. Either party may terminate this Agreement with prior written notice if the party determines a cancellation is in the best interest of public health or because any public health situation or government order, guideline, or action related to public health makes performance of the Agreement impossible, reasonably impracticable, or frustrates the purpose of the Agreement.

SERVABILITY

If one part of this Contract is held to be illegal, void or in conflict with any Montana law, the validity of the remainder of this Contract remains operative and binding.

SUB-CONTRACTING

There will be no assignment or transfer of this Contract, or of any interest in this Contract, unless both parties agree in writing. No

services required under this Contract, may be performed under subcontract unless both parties agree in writing.

NOTICE

All notices relating to this Contract will be in writing and given to the contact person at the address provided for in this Contract.

**FORCE
MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition excuses a party's obligations under this contract, unless the parties mutually agree that the obligation is merely suspended because of the condition.

VENUE

This Contract will be interpreted according to the laws of the State of Montana. The parties agree that, in the event of litigation concerning this Contract, venue shall be in the Thirteenth Judicial District of the State of Montana, in and for the County of Yellowstone.

FIRE/FIRST AID

Each Food Truck must always have an approved fire extinguisher and first aid kit in the truck. Each Food Truck shall submit to an inspection for compliance with applicable Fire Codes by Montana State University Billings prior to the event.

DEBARMENT

The contractor certifies, by signing this Contracted Service Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the University.

This Contract consists of six (6) numbered pages, any Attachments as required, and as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order. The original will be retained by MSUB. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

I have read the Food Truck Vendor Contract and hereby agree to abide by them as set forth.

Food Truck Vendor Name

Food Truck Vendor Owner Name

**Food Truck Operator Name
(if different from owner)**

Food Truck Vendor Address

Food Truck Vendor Phone Number

Signature of Food Truck Vendor Owner

Signature of Food Truck Operator

Date

Date

Leslie Weldon

Vice Chancellor of Admin. & Finance

VCAF Signature

Date

Please sign and return original copy. Keep copy for your records.