

Duquesne University Food-Truck Vendor Agreement

THIS AGREEMENT is entered into this _____ day of _____ 2017 by and between Duquesne University of the Holy Spirit, a Pennsylvania nonprofit corporation and educational institution ("University") and "Vendor" identified below:

Contact Name _____

Address _____

City _____ **State** _____ **Zip** _____

Telephone _____ **Fax** _____

Cell Phone _____ **Email** _____

Vendor Name _____ **Food Type** _____

Truck Dimensions _____

Whereas, the University desires to host a food-truck celebration (the "Duq-A-Palooza"), and has to that effect designated the Greek Ambassadors in conjunction with the Greek Life Office, to handle the logistics of the food-truck event and work directly with interested Vendors; and

Whereas, Vendor desires to participate in the celebration and to sell such products as are approved by the Greek Life Office at Duquesne University.

Now therefore, in consideration of the opportunity to utilize parking space(s) and sell products in the Duq-A-Palooza, Vendor hereby agrees to the following Terms and Conditions, as indicated by Vendor's signature below.

A signed copy of this Agreement should be returned to the Greek Life Office c/o Rebecca Mickler – Office of Greek Life - 315 Duquesne Student Union - 600 Forbes Avenue, Pittsburgh PA 15282 or greekg@duq.edu, no later than Monday, April 10th, 2017.

A. CONTRACT ACCEPTANCE

1. The Vendor understands and agrees that unless and until the University accepts this Vendor Agreement, it shall not be binding. If and when this Agreement is accepted by the University and a full signed copy of the Agreement is returned to the Vendor, it shall become binding upon both the University and the Vendor, with respect to space assigned and use thereof and all other matters included in the Agreement. The University retains the right to refuse any applicant deemed not appropriate.

B. VENDOR LOGISTICS:

1. **Location and dates:** Duquesne University's food-truck event ("Duq-A-Palooza") is scheduled to be held on Thursday, April 20th, 2017 from 10:00 a.m. to 6:00 p.m. on Bluff Street, behind Mellon Hall. The event will be held regardless of inclement weather.
2. **Fees:** All registration fees will be donated between *Best Buddies* and *Circle of Sisterhood*. The early-registration fee for Vendor participation at Duq-A-Palooza is \$75. All early-registration

fees are non-refundable and must be paid in full by Monday, March 20th. The standard registration fee for Vendor participation at Duq-A-Palooza is \$100. All standard registration fees are non-refundable and must be paid in full by Monday, April 10th. After approval of this agreement, Vendors will be directed to the University website to submit registration fees. Vendors shall not be permitted to participate without receipt of full payment. Notwithstanding the foregoing, if the University cancels the event, Vendor fees will be refunded.

3. **Arrival, Set Up, and Parking:** Vendors will be assigned to parking space on Bluff Street behind Mellon Hall (27), easily accessible from McNulty Drive (Campus map below). Vendors shall arrive, park in their assigned space, and complete set-up between 9:00 AM and 10:00 AM. Parking assignments will be designated by the Greek Life Office, as a Vendor submits the registration-fee. Parking for food-trucks is limited and approval for Vendors will be issued on a first-come, first served basis. *Greek Ambassadors will be available to assist Vendors throughout the day.*



4. **Tear Down:** Tear down shall not begin until 6:00 p.m. and shall conclude by 7:00 p.m. Early tear down is not permitted except for in special cases of inclement weather. Vendors will be notified by a member of the Greek Life Office in the event early tear down is permitted.
5. **Electricity:** NO Electricity will be available.
6. **Water Source:** NO direct water source will be available.
- *It is expected that each food-truck be self-sufficient for the duration of the event (8 hours).*
7. **Qualifying Products:** All beverages sold must be in affiliation with Pepsi Co.

8. **Garbage Disposal Responsibility:** Vendors are responsible for unsold product and emptied storage containers. Vendor must place all trash and recycling, including spoiled product and debris from their area into the proper University containers.

C. REGULATORY REQUIREMENTS

Vendor is responsible for all license fees or permits required by any government agency necessary for the operation of Vendor's business. Vendor shall conduct its business in such a manner that no law, ordinance, rule or regulation of any government agency will be violated. Failure to comply will result in immediate termination of any and all rights established herein. All food Vendors are required to be in compliance with Allegheny County Health Department Regulations. **Ten (10) business days prior to the event (April 10th), Vendors must provide copies of the appropriate registration and permits* to the Greek Life Office c/o Rebecca Mickler – Office of Greek Life – 315 Duquesne Student Union – 600 Forbes Avenue, Pittsburgh, PA 15282 or (email) greekga@duq.edu or (FAX) 412-396-6696.**

*Required documents: (1) Allegheny Health Certificate, (2) Serve-Safe Trained Manager, (3) Certificate Liability Insurance

D. INSURANCE

1. **Ten (10) business days prior to the event, Vendors must submit a certificate or certificates of insurance evidencing insurance coverage satisfactory to the University.** Vendors will not be permitted to set up without receipt of such certificate of insurance.

E. INDEMNIFICATION

1. Each party agrees that it will be liable for any and all damage, loss or expense caused, incurred or suffered by, or threatened against that party in connection with or as a result of any claim for personal injury or property damage, or otherwise brought by or on behalf of any third party person, firm or corporation as a result of and/or in connection with the negligent and/or willful misconduct of that party, its members, trustees, officers, employees, volunteers, students, independent contractors and/or agents in the performance of this Agreement.

F. ADHERENCE TO UNIVERSITY STANDARDS

1. Vendor shall comply with all University rules and regulations applicable to Vendor's presence at Duquesne and will follow all requirements and directions of the Greek Life Office.

Agreed to and accepted on behalf of:

For Duquesne University:

For _____:

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date