

# 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) \_\_\_\_\_

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. User acknowledges and understands that no binding or enforceable agreement regarding use of the Food Truck shall exist until and unless (1) this Agreement has been signed by User and received by Foundation and (2) User has paid 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 \$1200 per hour on weekdays and \$1,400 per hour on weekends and holidays. A \$2500 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 \_\_\_\_\_ 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)

**Indemnification and Hold Harmless.** User shall indemnify, defend and hold harmless the State of California, the Trustees of the California State University, California State Polytechnic University, Pomona (UNIVERSITY), Cal Poly Pomona Foundation, Inc., Associated Students Inc., their officers, employees, representatives, and agents from and against any and all claims, liability, loss, damage, demands, suits, judgments, expenses and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Company's performance hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the UNIVERSITY or Foundation.

**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.

**Acceptance of Terms.** I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

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

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

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

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

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

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

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

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