

**CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS FOUNDATION FOOD  
TRUCK AGREEMENT***Posting Date: 10/8/22*

**THIS AGREEMENT**, made and entered into by and between the California State University Dominguez Hills, Foundation, herein referred to as “Foundation”, a separate non-profit, incorporated for the benefit of California State University, Dominguez Hills, herein referred to as “University”, and

**COMPANY****ADDRESS**

Herein referred to as **Licensee**.

**WHEREAS**, University, a state agency, is located at 1000 East Victoria Street Carson, CA 90747; and

**WHEREAS**, University contracts with Foundation to manage Dining on University Premises; and

**WHEREAS**, Licensee desires to utilize portions of the University’s real property for a specific purpose as identified in this agreement.

**FOUNDATION OFFICIALS:** For purposes of this license, Foundation officials are: Executive Director of Foundation. FOUNDATION OFFICIALS have final authority oversight of Dining and interpretation of the terms of this License Agreement. The Licensee or its Officers, Employees or Agents will not act for, nor be considered as an officer, employee or agent of FOUNDATION or the University for any purpose whatsoever.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:**

I. **FACILITIES USE:** University agrees to grant the Licensee permission to enter and use the facilities as described in the Exhibits, on the specified dates, for the exclusive purpose identified in this Agreement and in accordance with the exhibits checked here. The exhibits are incorporated by reference and made a part of this agreement.

     [Exhibit A Term, Fees, Scope and Food Vendor Responsibilities](#)

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## II. COLLECTION OF MONEY AT EVENT:

- A. **COLLECTION** of any Fees/Exchange of Money at any event not memorialized in this agreement: Licensee will not collect or exchange money at event without prior written approval from **Foundation**.

III. **NOTICES:** Any notices, disclosures, certificates, insurance policies, **requests for amendments or other correspondence**, shall be served by personal service, registered or certified mail, or emailed with a read receipt confirmation to the addresses noted below:

### **For Foundation**

California State University Dominguez Hills Foundation  
Foundation Procurement and Contracts  
1000 East Victoria Street  
Cain Library 3<sup>rd</sup> Floor  
Carson, CA 90747  
[cf@csudh.edu](mailto:cf@csudh.edu)

### **For the Licensee:**

[Name](#)

[Licensee](#)

[Address](#)

## IV. INSURANCE and INDEMNIFICATION:

### A. **INDEMNIFICATION:**

1. The Licensee will defend Foundation, the University, Trustees of the California State University, the State of California and their officers, agents, employees, members, guests or assigns against any suit, action or claim arising out of or based upon the performance, interpretation or any matter related to this License Agreement.

2. Licensee hereby agrees to hold harmless and indemnify Foundation, the University, Trustees of the California State University, the State of California, and their officers, agents and employees from any loss, damage or liability including all claims of any nature caused by the negligence and/or willful misconduct of Licensee and its officers, agents, employees, members, guests or assigns in connection with the exercise of this License Agreement or use of the areas specified.

3. Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee's event and no claim shall be made to Foundation because of losses for any reason whatsoever. Likewise, the

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implied intent of this Agreement is to fully and totally indemnify and hold harmless Foundation, the University, Trustees of the California State University, the State of California, together with its officers, agent, employees, members, guests, volunteers or assigns from liability associated with the event authorized in this Agreement.

### B. INSURANCE:

1. Licensee shall furnish to with the agreement, an underwriter's certificate of insurance evidencing liability insurance presently in effect for the Licensee. Such policy, certificate, or letter of self-insurance must specifically name that the event/activity referred to in this agreement is covered under the policy.

**Minimum Limits of Insurance:** Licensee shall maintain limits not less than:

- **General Liability:** \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability (\$100,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used the general aggregate limit shall apply separate to this agreement.
- **Commercial Auto Liability:** \$1,000,000 per occurrence, combined single limit, for Bodily Injury Liability and Property Damage Liability.
- **Workers' Compensation:** Statutory as required under California Law, including Employer's Liability, not less than \$1,000,000 per occurrence (bodily injury or disease). Agents, officers, other representatives, and employees of Licensee may operate on the University property as the result of this Agreement. Accordingly, prior to the commencement of such activity the Licensee shall provide FOUNDATION with either (a) a Certificate of Insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California or (b) a Certificate of Consent to Self-Insure issued by the Director of the State of California Department of Industrial Relations.

Insurance shall be placed with insurer with a current A.M. Best rating of no less than A: VII and licensed to do business in the State of California. Certificates of Insurance should name CSU Dominguez Hills (University) and CSU Dominguez Hills Foundation (Auxiliary) as Certificate Holders.

#### CERTIFICATE HOLDER

CSU DOMINGUEZ HILLS (UNIVERSITY)  
CSU DOMINGUEZ HILLS FOUNDATION (AUXILIARY)  
1000 EAST VICTORIA STREET  
CARSON, CA 90747

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2. The general liability and automobile liability policies are to have endorsements containing the following provisions. The State of California, the Trustees of the California State University, California State University Dominguez Hills, California State University Dominguez Hills Foundation and the officers, employees, volunteers and agents of each of them are to be included as additional insured's on the Licensee's insurance policy. The additional insured is to be provided on an endorsement page, or as a separate owner's policy.

3. For any claims related to this agreement the Licensee's insurance coverage shall be primary insurance as respects to FOUNDATION, the University, Trustees of the California State University, the State of California their officers, employees and volunteers. Any insurance or self-insurance maintained by FOUNDATION, the University, Trustees of the California State University, the State of California and their officers, employees, or volunteers shall be excess of the Licensee's insurance and shall not be contribute with it.

4. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been delivered to FOUNDATION.

5. All rights of subrogation under the insurance policies have been waived against FOUNDATION, the University, and Trustees of the California State University, the State of California, their officers, employees, or volunteers.

6. A copy of the policy or certificate of insurance with endorsements, as outlined, shall be forwarded to FOUNDATION. Please send insurance documents via email to [CF@csudh.edu](mailto:CF@csudh.edu) or mail a copy to:

California State University Dominguez Hills Foundation  
Attn: Foundation Procurement and Contracts  
1000 East Victoria Street  
Cain Library 3<sup>rd</sup> Floor  
Carson CA 90747

- C. **ADDITIONAL NOTICE REGARDING LIABILITY:** The Licensee is hereby notified that the University is currently experiencing a period of significant construction and various construction-related activities are underway; such activities are expected to continue through the period covered by this Agreement. Accordingly, construction-related activities may preclude the use of certain facilities both indoor and outdoor. In addition, construction-related activities may generate dust, noise, or restrict the use of campus roads and pedestrian walkways. Licensee does hereby relieve FOUNDATION and the University from any liability or other cause and for damages as may result or is viewed as a result of such construction or construction-related activities (except if caused by the negligence or willful misconduct of FOUNDATION or the University). Licensee shall inform all insurance carriers and all issuers of Certificates of Insurance of these conditions prior to the issuance of any instrument of insurance required by this Agreement.

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- D. **CANCELLATION:** If any insurance policy, bond or other form of indemnification required by this Agreement is cancelled, this Agreement is thereby cancelled. Such cancellation will not limit, remove or reduce Licensees liability under this Agreement.

V. **SUBLETTING:** This agreement cannot be assigned in whole or in part.

### **VI. CAMPUS SUPPORT**

- A. **USE OF UNIVERSITY NAME:** Licensee is prohibited from using any California State University name, or any abbreviation thereof, to imply, indicate or otherwise suggest that any product, service, or organization is connected or affiliated with, or is endorsed, favored, or supported by, The California State University or any of its educational institutions. Additionally, Licensee shall not display, advertise, or announce any California State University name in connection with any economic or commercial advertising or promotional activity.
- B. **LIAISON SUPPORT:** A University Liaison may be required for special events (to be determined by University Licensing). The Liaison is to assist (open doors, check room reservations, etc.) the Licensee and to protect State property. The number of hours Liaison(s) work will be included in the agreement fees. If the event ends in less time, the Licensee will pay the Liaison for the entire time specified in the agreement. If the event continues beyond the time agreed, the Liaison will work the extra time, schedule permitting. Licensee will be charged for additional time worked.
- C. **GIFTS, PAYMENTS, ETC., TO UNIVERSITY EMPLOYEES OUTSIDE THIS AGREEMENT:** Licensee shall make no payments or gifts of any kind to any employees, students, agents, or affiliates of the University, or its Auxiliaries. Failure to comply with this clause will be considered a Breach of Contract and subject to immediate termination of this Agreement.

### **VII. LICENSING:**

- A. **FOUNDATION AGREEMENT:** Licensee is required to have a copy of this Licensing Agreement available for review at all times while on the University premises.
- B. **UNIVERSITY RULES AND REGULATIONS:** Licensee must adhere to all rules and regulations of the University in regard to use of facilities.
- C. **RIGHTS, T.V., MOVIES AND RADIO:** Licensee shall have no rights to radio broadcasting, live television transcriptions, or recording rights. Licensee is **NOT** permitted to film, record or take still photographs for commercial use on University premises unless specified by this agreement.

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- D. **MEDICAL:** Licensee must provide a First Aid Kit while on University premises. Film Companies and sports events must have a medical trainer or an EMT available to handle medical emergencies.
- E. **EQUIPMENT DELIVERED TO THE UNIVERSITY:** Prior to the event, a complete list of equipment (i.e. tables, chairs, stages, lighting, etc.) must be submitted to FOUNDATION for approval. FOUNDATION and the University assume no liability for loss or damages to any equipment left on University property.
- F. **SUBCONTRACTORS:** Licensee will provide a list of all subcontractors providing goods or services for Licensee's event. This includes all companies/vendors that deliver equipment, booths, stages, chairs, tables, etc., to the University premises. This information must be submitted in writing to FOUNDATION prior to the event and must be pre-approved by FOUNDATION.
- G. **NOISE:** No amplified music, loud equipment, construction or explosions of any kind may be used without written permission of FOUNDATION. If permission is granted, volume must adhere to decibel levels established by the Los Angeles Municipal Code, Chapter XI, noise regulations.
- H. **POURING RIGHTS:** FOUNDATION and the University have an exclusive agreement with PEPSI. Any sales, marketing, etc., of competing products are disallowed.

VIII. **PUBLIC SAFETY:** Licensee is required to follow all Federal, State, County and City of Los Angeles laws while on University premises.

- A. **POLICE OFFICERS:** The University may require a Police Officer at Licensee's event, as determined by University Department of Public Safety. In all cases where money is collected, Police presence is required. All emergencies must be reported to the University Police Department at (818) 677-2111.
- B. **FIREARMS:** No firearms, including toy guns or any item that looks like a weapon, shall be brought onto University's premises without prior clearance and the written approval of the University's Department of Public Safety. The terms and conditions associated with any such approval, together with a copy of the written approval shall be provided to FOUNDATION and incorporated into this Agreement. [Contact the University's Department of Public Safety (818) 677-2111 for further information. Reference: California Penal Code, Section 626.9]
- C. **EJECTMENT:** The University and FOUNDATION reserve the right to eject or cause to be ejected from the premises any person whose conduct violates the terms of this Agreement or creates an otherwise dangerous condition. Neither FOUNDATION, the University, its officers or employees shall be liable to

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Licensee for any damages sustained by such ejection unless caused by the negligence or willful misconduct of FOUNDATION or its officers or employees.

- D. **MAINTAIN ORDER:** Licensee shall maintain order and provide protection for persons and properties (to the extent of Licensee's control). Licensee shall not permit a breach of peace or any act, which may endanger life, limb, health or property due to occasion of this event (to the extent of Licensee's control).

### IX. NEIGHBOR NOTIFICATION

- A. Licensee is responsible for notifying neighbors of California State University Dominguez Hills, within a radius to be determined by the Licensing Office, when significant impact may result from special event activities. It is the responsibility of Licensee to ensure that impact to the surrounding area kept to a minimum. The Licensing office will determine when neighbor notification is required. The Licensing office will review and approve notification language prior to distribution. Licensee will be responsible for distributing the approved notification twenty hours in advance of the event date.

### X. PERMITS: Licensee will obtain all applicable Federal, State, County and City permits.

- A. **FIRE PERMIT:** If required by the City of Los Angeles, a fire clearance and permit must be obtained prior to the event. Licensee shall be responsible for determining the need for any permit. Copies of such permits are to be submitted to FOUNDATION no fewer than five (5) business days prior to the event herein authorized.
- B. **HEALTH PERMITS:** All food vendors/subcontractors must display Los Angeles County Health Permits inside their booths at all times while booth is operated on University premises. Any vendor/subcontractor without proper permits on displayed will be removed from University premises.
- C. **NO ALCOHOL OR USE OF ILLEGAL DRUGS:** Use of Alcohol is **prohibited** on University premises, except with specific written authorization by FOUNDATION. If written approval to serve alcohol is given by FOUNDATION, a State permit must be obtained and a copy provided to FOUNDATION prior to the event and a copy kept at the event site. Use of illegal drugs of any kind is prohibited.
- D. **SMOKING:** Smoking is strictly **prohibited** in all University buildings. Smoking is permitted outside, 30 feet from University buildings. Cigarettes must be properly discarded in designated fire safe containers.
- E. **HAZARDOUS MATERIAL:** The Licensee shall not bring onto the University premises, nor allow others associated with the event herein authorized to bring onto the University premises any hazardous chemicals or other potentially hazardous

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materials without written permission from the University's Manager of Environmental Health & Safety (818/ 677-2401). It is the sole and independent responsibility the Licensee to obtain any permit or other form of Federal, State, City, County or other clearances. The Licensee shall be responsible for any fees, charges, or other costs associated with the requirements of this paragraph.

**XI. UNIVERSITY FACILITIES:** Licensee shall maintain the areas of usage in good condition at all times and return facilities to the same condition as received, normal wear and tear excepted. Licensee shall not be responsible for casualties beyond its control, such as forces of nature, national catastrophes or war.

- A. **CONSTRUCTION:** No construction on the premises or modification to existing facilities will be permitted without the prior written approval of FOUNDATION; any such approval shall be incorporated into this Agreement. Licensee is responsible for restoring facilities back to original state and must repair or replace damage caused by Licensee. If the requirements of this paragraph are not met, FOUNDATION will complete, on behalf of the Licensee, all unfinished work at cost plus twenty-five percent (25%) and invoice the Licensee.
- B. **REMOVAL OF EQUIPMENT:** Any equipment, chairs, tables, booths, stages, etc., must be removed at the end of the event. There will be a daily charge for any items left on the University premises beginning the following day.
- C. **NO FOOD OR DRINK:** No food or drink other than bottled water is permitted inside lecture halls, classrooms, auditoriums or any area not authorized as a food facility.
- D. **FACILITY CLEAN UP:** Licensee must leave area clean at conclusion of event by properly disposing of all trash in wastebaskets provided and remove any posters, banners, etc., from the premises. Failure to comply will result in additional fees.
- E. **SUPPLIES:** Licensee shall furnish all labor, materials and equipment to maintain an orderly and sanitary operation.
- F. **LAWN RESTRICTIONS:** Licensee may not set up tents, booths, drive stakes or dig holes in lawn. Use of barbecues by spectators or participants before, during or after the event is strictly prohibited. No wood burning or open fires are allowed on the University premises.
- G. **STORAGE:** Licensee shall assume responsibility for all equipment, supplies, or other materials brought to the University by, or on behalf of Licensee in conjunction with the event authorized in this Agreement. Storage of equipment, supplies, or other materials shall be permitted only as specified in this Agreement. FOUNDATION and the University shall assume no liability for event-related equipment, supplies or other materials.



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XII. **SIGNS:** The posting of signs on University property shall be in accordance with the University's signage policy and shall require the prior approval of FOUNDATION.

- A. **APPROVAL OF PRINTED MATERIAL:** Licensee must provide FOUNDATION with content of any presentation, flyers, brochures etc. (that will be sent to participants or public), to FOUNDATION for approval prior to distribution.
- B. **AFFIXING POSTERS, SIGNS, ETC., TO WALLS:** No signs may be mounted on walls.
- C. **POSTING OF SIGNS, FLYERS, ETC.:** To post information on University Bulletin Boards please call the Student Development Office at (818) 677-5111. All signs or flyers posted on University bulletin boards must be removed within 24 hours after the event. Posting of signs and flyers advertising this event on public property (i.e. telephone or utility poles, posts, street signs or trees) is strictly prohibited in accordance with the City of Los Angeles Handbill Ordinance 168321.

XIII. **TERMINATION:** This Agreement may be terminated by either party with ten (10) business day's written notice to the other party. Any costs incurred by FOUNDATION (pursuant to the terms of this Agreement) prior to termination will be paid by the Licensee.

- A. **TERMINATION STEPS:** This Agreement may be terminated by FOUNDATION with reasonable notice to Licensee should unforeseen circumstances arise which preclude FOUNDATION from proceeding with this agreement. Such circumstances may include, but are not limited to, a directive from the State, the passage of any law which effectively prohibits FOUNDATION from fulfilling its obligations pursuant to this Agreement or other similar action beyond the control of FOUNDATION. The Agreement may be terminated by FOUNDATION should an educational requirements develop, or an unforeseen need arise, by giving seven (7) days' notice to the Licensee. FOUNDATION reserves the right to immediately terminate this License Agreement upon the occurrence of a disaster.
- B. **FACILITIES CANCELLATIONS OR RE-SCHEDULING BY LICENSEE:** Licensee must mail or e-mail a written notice to FOUNDATION, at least **ten (10)** business days in advance, to cancel this agreement. If written notification is less than ten (10) business days in advance, a refund will not be given for the cost of the prepaid facility rental.
- C. **UNIVERSITY SPONSORED OR SANCTIONED EVENTS:** Licensee is hereby advised that any University sponsored or sanctioned events will supersede the provision of times stated in this Agreement. FOUNDATION will advise Licensee of its need for the area at the earliest possible date so as to cause the least inconvenience to the Licensee.

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- D. **RIGHT OF INGRESS OR EGRESS:** FOUNDATION has no plan to enter the property during licensee's use except for reasonable inspection, supervision, repairs, and alterations as spelled out in this Agreement. No estate in real property is conveyed by this Agreement.
- E. **WITHOUT NOTICE:** This Agreement may be terminated by FOUNDATION if the Licensee fails to comply with the terms and conditions of this Agreement after being given 24 hours written notice to cure the defect. If a condition, facility, equipment, or circumstance is life threatening FOUNDATION has the right to immediately correct or terminate this agreement.
- F. **MISREPRESENTATION:** This Agreement may be cancelled immediately without recourse should materially false or materially misleading information be furnished to FOUNDATION by Licensee, errors and omissions notwithstanding.
- G. **METHOD OF DELIVERING NOTICE OF TERMINATION:** Parties shall advise as to the termination of this Agreement by personal delivery, registered or certified mail, addressed to the Licensee/Licensor at the addresses specified in this Agreement.

XIV. **LOSSES:** Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee's event and no claim shall be made to FOUNDATION because of losses for any reason whatsoever.

XV. **AMENDMENTS:** It is understood by both parties that no oral representations of any nature have been made by either party to the other and that changes, modifications, additions, or deletions to this License Agreement must be made in writing, signed by both parties and become a part of this License Agreement.

Failure on the part of FOUNDATION to require full and complete compliance with any provision of this License Agreement shall not be interpreted as changing such provision, nor shall it prevent FOUNDATION from enforcing the other provisions of this Agreement.

XVI. **GOVERNING LAW:** The rights and obligations of the parties hereto shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions stated herein.

**CSUDH Foundation**

**LICENSEE**

By \_\_\_\_\_  
Tranitra Avery Executive Director

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

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

\_\_\_\_\_  
(Type or Print Name)

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

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## **Exhibit A Scope of Work and Fee Schedule**

**TERM: DATES THAT FOOD TRUCK WILL BE ON CAMPUS**

**LOCATION: WHERE ON CAMPUS WILL THE FOOD TRUCK BE PARKED**

**FEES: WHAT ARE THE FEES ASSOCIATED WITH THIS VENDOR**

**SCOPE: FOR EXAMPLE: FOOD TRUCK WILL BE UTILIZED DURING HOMECOMING**

### **I. LICENSEE/FOOD VENDOR RESPONSIBILITIES:**

- A. FIRE SUPPRESSION SYSTEM: All Food Truck Vendors are required to have a fire suppression system above all cooking equipment and must be certified it has been inspected every six (6) months. The National Fire Protection Agency (NFPA) Standard 10, Portable Fire Extinguishers requires Class K fire extinguishers for the cooking appliances using fats and oils.
- B. Licensee will be responsible for payment of sales tax generated from their operations on campus.
- C. Licensee will directly employ qualified and efficient employees to perform vendor services in accordance with this agreement.
- D. Licensee will abide by the rules and regulations set for by Foundation and the California State University Dominguez Hills. Failure to comply with these regulations will result in the termination of this agreement.
- E. PERMITS: All Food Vendors must have, in their possession, and display the appropriate current Los Angeles County Health Department permits.

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F. INSURANCE FOR ALL FOOD VENDORS (One of the following must be submitted) check one:

- Licensee must include all food vendors, who will serve at the event, under their general liability on their Certificate of Insurance (\$2 million property & personal injury).

OR

- Licensee will submit to FOUNDATION all Vendor Certificates of Insurance 3 days (3) days prior to the event, which will cover all periods of time the Vendor will be conducting business on the campus for Licensee.

**\*The primary agreement applies to all food vendors.**

### **II. POTENTIALLY HAZARDOUS FOODS**

- a. The following foods are prohibited from sale or offering:
  - i. Uncooked, raw or unpacked foods not licensed by a Los Angeles County Health Department facility (i.e. restaurant or cafeteria)
  - ii. Food containing whipped cream or custard.
- b. Food Preparation
  - i. Facilities used for the preparation of food must be licensed by the Los Angeles County Health Department.
- c. Temperature control for perishable foods must be kept within the safe temperature range at all times.
  - i. "Cold foods" (i.e. uncooked meat or milk must be kept below 41 degrees Fahrenheit.
  - ii. "Hot foods" (i.e. cooked meat or hot soup) must be kept above 140 degrees Fahrenheit.
- d. Food Protection:
  - i. Provisions must be made for protecting foods from dust or other contamination during transport and storage. Food must be protected with the use of covers, plastic wrap or other suitable means.
  - ii. Unwrapped food must be served with tongs, forks or other suitable utensils.
  - iii. Persons serving food must have clean hands and wear gloves, clean outer garments and be free of respiratory, gastrointestinal or skin infections.
  - iv. Plates, cups and eating utensils must be clean. Self-service of unwrapped food is prohibited.
- e. Sanitation:
  - i. Food service areas must be kept clean at all times.

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- ii. Cooking and serving food must be in accordance with the Los Angeles County Health Department. Food handlers must have access to hot and cold sinks, supplied with soap.
- f. Fire Safety: Providing they are approved in writing by FOUNDATION prior to the event, if barbecues or generators are used (only gas barbecues are permitted), a fully charged ABC dry chemical fire extinguisher must be on site.

**Submit a copy of the vendor's Los Angeles County Health Permit and Proof of commercial general liability, auto and worker's compensation insurance with endorsements naming California State University, Dominguez Hills as additionally insured.**