

# Agreement to Sell Food on Davis Joint Unified School District Campus

(Forms must be submitted to Student Nutritional Services for approval three weeks prior to event.)

VENDOR: \_\_\_\_\_

SCHOOL SITE: \_\_\_\_\_

EVENT: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Definitions

“District” shall refer to the Board of Education and staff of the Davis Joint Unified School District, in the County of Yolo, in the State of California. “Vendor” shall refer to the company, firm or individual to which the order for products or services is awarded.

### 2. Agreement Term

This Agreement is specifically for (day,date)\_\_\_\_\_. Both parties shall honor the conditions of this Agreement before and after (same date above) \_\_\_\_\_, when the Vendor engages in activities related to the event on (same date above) \_\_\_\_\_.

### 3. Commissions

The Vendor agrees to pay commissions to the District based on net sales (after deduction of sales tax & crv) as follows:

PRODUCT	SELLING PRICE	COMMISSION	\$AMOUNT

### 3. Preparation and Assembly of Meals

Food products shall be prepared under properly controlled temperatures as required by regulations. Assembly should include all necessary napkins, paper supplies, condiments, and so forth, as specified on product description as previously submitted & approved. Assembled food shall be held in properly refrigerated, and/or heated areas that meet sanitation standards, as outlined in the above referenced Health Code regulations. Finished meal packages shall not deviate from the sample packaging previously presented and approved.

### 4. Hold Harmless

Vendor agrees to hold harmless the District and all employees, officers and agents thereof from all damages, cost or expenses in law or equity that may at any time arise or be set up because of injuries to persons or property arising by reason of, or in the course of the performance of this Agreement, or by reason of any infringement or alleged infringement of the patent rights of any persons, firm or corporation in consequence of the use of any material, supply or services furnished under this contract. The Vendor, at his own expense and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District, its officers or employees, or any judgment that may be rendered against the District, its officers or employees or agents thereof in any action, suit or legal proceedings.

The Vendor shall assume no responsibility for damage or alteration or spoilage occurring once the District receives the goods. District also agrees to hold harmless the Vendor, its officers, employees and agents from all damages, costs and expenses, including attorney fees, arising from or in connection with the negligence or willful misconduct of the District.

### 5. Liability Insurances

The Vendor agrees to keep on file with the District's Purchasing Department, an insurance certificate covering liability insurance in at least the following minimum amounts:

Bodily Injury	(Vehicle)	\$1,000,000.00
Property Damage	(Vehicle)	\$1,000,000.00
Bodily Injury	(Products)	\$1,000,000.00 per person
		\$2,000,000.00 per occurrence

The Vendor must show evidence of financial responsibility.

**6. Health Regulations**

The Vendor agrees to adhere to all applicable health regulations at all times. The District, State and Federal program authorities shall have the right to inspect the Vendor's premises and request formal inspection by health officials, if deemed necessary. Failure to comply with applicable health requirements shall result in the immediate termination of this Agreement.

Quality standards shall conform to state and local specifications, and all meat and meat byproducts shall come from plants inspected by under federally approved inspection plant.

**7. Permits**

Food handlers' permits shall be required in accordance with applicable requirements. Vendor shall have the responsibility to ensure that its employees observe sanitary food handling practices.

**8. Attorneys' Fees**

In the event that the District is required to bring legal action for enforcement of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees.

**9. Vendor and Vendor Personnel**

Vendor agrees to comply with all provisions of Education Code Section 45125.1. It shall submit or have submitted to the Department of Justice, the fingerprints of all employees assigned to any District location. The Vendor shall certify in writing to the District that neither the employer nor any of its employees who may come into contact with pupils have been convicted of a serious crime or violent felony. Vendor will provide the District with a list of all employees providing services pursuant to this Agreement, and designate their job assignments.

**10. Nutritional Analysis Request form and/or recipes for each product being sold must be submitted with this form.**

**IN WITNESS WHEREOF** the parties herein named have duly executed this Agreement on the day and year written indicated below.

**VENDOR:** \_\_\_\_\_

**DAVIS JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Type or Print Name)

By: Bruce Colby

Title: \_\_\_\_\_

Title: Associate Superintendent, Business Services

Vendor: \_\_\_\_\_

Davis Joint Unified School District

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

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