



MOBILE FOOD FACILITIES AGREEMENT

This Mobile Food Facilities Agreement ("Agreement") is entered into on _____, 20__ by _____ [Printed Full Legal Name of Mobile Food Facilities] with an address of _____ ("MFF"). MFF, intending to be legally bound, agrees as follows:

Services: In consideration for the fees set forth in the Statements of Work ("SOW") attached hereto as Exhibit A and hereby incorporated by reference herein, MFF will provide to Villanova University ("Villanova") the services described in each such SOW and requested by Villanova (the "Services") during the term at MFF's expense using MFF's materials, equipment, tools, insurance, supervision, and labor, unless otherwise specified in the applicable SOW. The Services must conform to the quality and service standards included or referenced in this Agreement and each SOW ("Specifications"). Villanova may change Specifications at any time by notifying MFF and MFF must comply with the changed Specifications within ten (10) days after notice. MFF must tell Villanova promptly if a Specification change affects MFF's costs or ability to deliver Services on time, and if Villanova asks MFF to proceed under the changed Specifications anyway, Villanova and MFF will negotiate a fair adjustment to the price or schedule. MFF is not permitted to subcontract Services under this Agreement.

Service Levels: In the event Villanova is not satisfied, in its sole discretion, with the Services being rendered by any employee of MFF, Villanova shall notify MFF in writing and, MFF shall replace such employee with another who is reasonably satisfactory to Villanova and shall promptly re-perform or correct any unacceptable Services. If Villanova reasonably determines that the Services did not comply with the Specifications, MFF will provide them again in compliance with the Specifications at a future date that is agreeable to MFF and Villanova without additional Fees (hereafter defined) or reimbursable expenses.

Fees: Villanova will pay MFF the fees set forth in the applicable SOW, (the "Fees") in exchange for satisfactory completion of the Services. Fees shall not include sales and use taxes for which an exemption is applicable. MFF will invoice Villanova for all Fees due and payable under this Agreement in a timely manner. MFF shall submit invoice(s) that includes MFF name and remittance address, invoice number and date, Villanova department name and contact for Services, description of Services, Fees due, and the event date. All invoices should be sent to Villanova's Procurement Department (Procurement@villanova.edu). Villanova will pay each correct, undisputed invoice upon the later of thirty (30) days of receiving the correct, undisputed invoice, satisfactory completion of Services, or MFF completion of Villanova's vendor onboarding process.

Termination: Villanova may terminate this Agreement by notifying MFF at least ten (10) days in advance and specifying termination date (no such 10-day cure period will apply if the failure causes a health or safety concern). Unless Villanova directs otherwise, MFF will immediately stop performing the Services upon notice of termination and will notify all other affected parties to stop.

Villanova may terminate any SOW for convenience at anytime up until the day before the event without penalty. In Villanova's sole discretion, all Fees paid in advance (i) shall be promptly refunded or (ii) applied to a future event.

If Villanova is unable to hold the event for which Services will be provided due to circumstances beyond Villanova's reasonable control that make it impractical, impossible, or illegal to hold the event, such as acts of God; local, state, or federal government regulation; threats or acts of terrorism or similar acts; disaster; civil disorder; any act or order of public authority including, without limitation, Villanova, Villanova's leadership, the State Board of Education, or of civil or regulatory authority; health and safety concerns; outbreak of sickness, illness, or disease; pandemics; epidemics ("Force Majeure Event"), Villanova may terminate this Agreement or any SOW(s) without liability and Villanova will not be liable for any damages which the MFF might suffer. If Villanova cancels due to a Force Majeure Event, in Villanova's sole discretion, all Fees paid in advance (i) shall be promptly refunded or (ii) applied to a future event.

Insurance Requirements: At all times while providing Services to Villanova, MFF shall, at its own expense, secure and maintain the following insurance. MFF will provide a Certificate of Insurance evidencing these insurance requirements to Villanova's Insurance and Risk Management Department with this Agreement and as insurance policies expire during the term. The certificate holder on the Certificate of Insurance shall be listed as Villanova University, Attn: Insurance and Risk Management, 800 Lancaster Avenue, Villanova, PA 19085. Insurance Certificates provided via email, may be sent to: insurance@villanova.edu. **Please note the certificate must state that Villanova University is an "additional insured" under the Comprehensive General Liability and Automobile Liability policies, that all insurance policies are primary and non-contributory to Villanova's insurance, and that the Workers Compensation policy includes a waiver of subrogation in favor of Villanova as permitted by law. The insurance certificate must evidence limits not less than the minimum limits set forth below.** The certificate should also indicate whether the General Liability policy is written on a "claims made" or "occurrence" basis. In addition, the certificate must indicate that it is the responsibility of the insurance carrier to provide Villanova with 30 days' notice prior to cancellation or expiration of the insured's policy(ies). Insurance requirements follow:

Comprehensive General Liability:	\$1,000,000 each occurrence
Automobile Liability:	\$1,000,000 each occurrence, which shall apply to MFF's vehicle(s) being used for business purposes



Workers Compensation: Statutory (Required by Law)*
Employers Liability: \$100,000/500,000/100,000*

*If MFF is a sole proprietor or otherwise not required by law to carry workers compensation/ employers liability, these requirements are waived. The undersigned and MFF certify that in lieu of workers compensation/ employers liability, the undersigned has health insurance to cover him/her/themself, and anyone providing services to Villanova on MFF's behalf, to meet any and all needs for payment of medical costs for any injuries incurred in conjunction with the Services or while on Villanova's premises. MFF acknowledges Villanova will not be responsible for any medical expenses, including without limitation copays and deductibles, incurred as a result of being on Villanova's premises or in conjunction with the Services.

Please INITIAL HERE if MFF is not required by law to carry workers compensation/ employers' liability and attests to the above:_____

Health and Safety Requirements: At all times while MFF is providing Services or on Villanova premises, MFF must:

- Prepare all food in a licensed and inspected kitchen, in accordance with state, county, and local health rules and regulations.
- **Possess a current and valid *Mobile Food Facility License* from Delaware County Department of Health.** The permit must be available at all times during operation and must be provided by MFF upon request.
- Follow food safety requirements, such as, personal hygiene, hot and cold running water, proper holding temperatures, operating exhaust system, and wastewater containment.
- Keep all of its facilities clean and absent of any pest or excessive insect activity.
- Agree that all employees and agents serving food to Villanova on MFF's behalf are Serve-Safe State Certified Food Handlers and are trained in the following:
 - Proper use of portable fire extinguishers and extinguishing systems.
 - Proper method for shutting off fuel sources.
 - Proper procedure for notifying the local fire department.
 - Proper procedure for how to perform leak test on gas connections.
- Have 1) a stem thermometer(s) to maintain temperature at safe levels and 2) means to rinse surface dust from hands and sanitized solutions or other method approved by the state, county, or local health agency.
- Use gloves, tongs, spatulas, deli paper, or other method approved by the state, county, or local health agency to serve food that requires no further cooking.
- Equip its facilities with an integrated fire suppressions system or a Class ABC fire extinguisher. Where cooking greases or oils are used, a Class K fire extinguisher or integrated fire suppression system must be available.
- Secure portable gas containers in the upright position to prevent tipping over.
- Immediately file an incident report with Villanova's Public Safety Department (Emergency Reporting: 610-5196-4444, Non-Emergency Reporting: 610-519-5800) for any property damage, accidents, or foodborne illnesses occurring on Villanova's premises.
- Immediately report any and all incidents of food borne illnesses to the Delaware County Health Department and any other party as may be required.
- NOT manufacture, dispense, possess, use, or sell any alcoholic beverages.

Use of University internet and wireless network: MFF is not permitted to connect to any Villanova network other than VUGuest in conjunction with this Agreement. For clarity, this means that those with Villanova credentials to access Villanova networks, including but not limited to vuad.villanova.edu, VUMobile, or VUPlay, are not permitted to connect to those networks in conjunction with providing Services or while on Villanova's premises under this Agreement.

Indemnification: In consideration of MFF providing services to Villanova, MFF hereby agrees to indemnify and hold harmless Villanova University, its agents, servants, students and employees from and against any and all loss, damage, liability or expense, including attorney's fees, including but not limited to all claims for damages on account of or by reason of illness or bodily injury, including death, which may be sustained or claimed to be sustained by any person, all damages to property, caused by or arising out of or claimed to have been caused by or to have arisen out of the Services or while on Villanova's premises, and MFF's noncompliance with this Agreement or any SOW.

MFF understands that Villanova will not be responsible for any physical damage occurring to property owned or used by MFF, including vehicles.

Entire Agreement. This Agreement is the entire agreement between MFF and Villanova regarding the Services. No changes to this Agreement are valid unless in writing, signed by us.



Governing Law. The laws of the Commonwealth of Pennsylvania shall govern this Agreement, without regard to choice or conflict of laws principles thereof. Any claim or dispute arising in connection with this Agreement shall be subject to the jurisdiction of the courts located in Delaware County or Philadelphia County in the Commonwealth of Pennsylvania.

The authorized representatives of each party execute this Agreement by signing below.

MFF: _____

Signature of Authorized Representative *(Please sign in ink. Typed signatures are not acceptable.)*

Date

Printed Name of Authorized Representative

Printed Title of Authorized Representative

VILLANOVA UNIVERSITY

Signature of Authorized Representative *(Please sign in ink. Typed signatures are not acceptable.)*

Date

Printed Name of Authorized Representative

Printed Title of Authorized Representative



Exhibit A - Statement of Work

Name of Event:

Event Location:

Name of Villanova Department and Department Contact:

Department Contact Information (for day of event):

Date and Time of Event:

Name of Food Truck:

Primary Contact for Food Truck:

Payment Details:

Food Service Details (include menu and pricing):