

FOOD TRUCK LICENSE AGREEMENT

This Food Truck License Agreement (this "Agreement") is made and entered into by _____ d/b/a _____ ("Licensee") and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska-Lincoln (the "University"). By this agreement, the University and Licensee (collectively, the "Parties" and each a "Party") mutually agree as follows:

TERM

1. The initial term of this Agreement shall begin on () and ending on (). The initial term may be extended upon the mutual agreement of the Parties. However, either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. The initial term of this Agreement, along with any and all extensions thereof, shall be referred to herein as the "Term."
2. During the Term, Licensee shall have the right to operate a food truck on the University's Lincoln City Campus. The schedule of permitted location(s), operating days and hours shall be determined by the University and provided to Licensee in writing. Licensee shall comply with the terms of said schedule and all other directives of University authorities while on University property. If the University issues a declaration of inclement weather, food trucks shall not operate. If the campus is otherwise open, Licensee shall make every reasonable attempt to operate pursuant to the schedule, taking into account safety guidelines. Licensee shall ensure all parking locations are safe and accessible, do not block sidewalks, fire lanes or streets, do not interfere with traffic or University activities, and are consistent with all University rules and policies.

GENERAL PROVISIONS AND RESPONSIBILITIES

3. Licensee agrees to use the designated space(s) for the sole purpose of providing for the sales of such food products as the University might approve in its sole discretion. Licensee acknowledges and agrees that this Agreement does NOT provide Licensee any rights with respect to University athletic venues and or during athletic events. Licensee may not operate on University property on the days of UNL home football games.
4. Alcoholic beverages shall NOT be sold, served or consumed on University property.
5. All soda, juice, water, sports drinks and other packaged liquid products sold on campus shall be Pepsi Cola branded products.
6. Licensee shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. Licensee shall fully comply with all applicable federal, state, and local laws and regulations as well as all University policies relative to Licensee's conduct on University property. An approved fire extinguisher and first aid kit must be in the truck at all times.
7. Licensee shall obtain and maintain all required licenses and permits, including, but not limited to, all permits required from the Nebraska Department of Agriculture and/or the Nebraska Department of Health and Human Services. Licensee shall provide proof of such permits to the University prior to operating on University property and from time to time as requested by the University.

8. Licensee shall be use reasonable efforts to operate in a sustainable manner. Licensee shall not use expanded polystyrene/Styrofoam on University property. No food or beverages in glass bottles or other glass containers may be sold or given away by Licensee. Licensee shall be responsible for its own garbage/waste containers and disposal thereof.
9. Licensee shall display its menu and pricing and shall clearly post the name, address and telephone number of the owner, operator and/or business on Licensee's food truck. Appearance of the Licensee's food truck, trade dress, employee uniform, menu boards, hours of operation and all other operating issues shall be subject to the oversight of University. The contractor shall comply with any reasonable request of the University.
10. Licensee must submit any advertising/marketing materials to University for review and approval prior to use.
11. No music or amplified sound may emit from food trucks on University property other than as approved by the University.
12. Generators must be quiet and no generators may be placed on the ground. Licensee shall not refuel trucks or generators on University property.
13. Licensee shall be responsible for the collection and payment of all applicable sales tax.
14. Licensee shall not park secondary vehicles on University property.
15. Licensee shall leave its location on University property in as good of condition as when Licensee arrived. Licensee is responsible for trash removal, cleaning and any and all repairs associated therewith.

LICENSE FEE

16. In consideration for the license granted under this Agreement, Licensee agrees to pay University \$35 a day (the "License Fee"). The License Fee will be paid prior to the commencement of the Term. Any extension of the Term will require the payment of an additional License Fee prior to such extension.

INDEPENDENT CONTRACTOR STATUS

17. This is not a brokerage agreement, agreement of joint venture, partnership, or condition of employment with the University. Licensee is solely responsible for the management, preparation, and distribution of its food, including set-up, take-down, and clean-up, as well as all financial obligations and liabilities in connection with or necessitated by this Agreement. In the performance of this Agreement, both parties are acting as independent contractors. Neither Party shall order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in the other Party's name or purporting to be on the other Party's behalf.

ENFORCEABILITY

18. The failure of either party to enforce any provisions of this Agreement or to exercise any remedy available under this Agreement or in accordance with law upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this

Agreement shall not be construed as a waiver or limitation of such right or remedy, or the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

INSURANCE

19. Licensee must, at Licensee's sole cost and expense, maintain or cause to be maintained Worker's Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance. The Commercial General Liability and Automobile Liability Insurance policies shall name the University, its employees, students, and representatives as additional insureds; they shall have limits of coverage greater than or equal to \$1,000,000 per incident of occurrence and \$2,000,000 aggregate. The Commercial General Liability policy must also carry coverage for products-completed operations with a limit of no less than \$500,000. The Worker's Compensation Insurance shall have limits not less than those required by applicable law. Additionally, Licensee agrees to provide University with a waiver of subrogation with respect to its Worker's Compensation and Commercial General Liability Insurance. Licensee may not void, suspend, cancel or reduce coverage or limits of its insurance policies except after thirty (30) calendar day's prior written notice to University. A copy of the certificate of insurance must be provided to the University.

LIABILITY

20. Licensee agrees to defend, indemnify, and hold the University, its employees, student and representatives harmless from and against any and all claims, suits, damages and liabilities, as well as costs and expenses connected therewith, including reasonable attorney's fees, where it is alleged in such claims or suits that the services provided by Licensee, or acts or omissions on the part of Licensee's agents or employees have caused damage or injury in any way to persons or property, including, but not limited to, any damage to or loss of the University's possessions, equipment or premises, ordinary wear and tear excepted.
- a. Contractor further agrees to defend, indemnify, and hold the University, its employees, students and representatives harmless from and against any and all claims, suits, damages and liabilities, as well as costs and expenses connected therewith, including reasonable attorney's fees, where it is alleged in such claims or suits that the advertising furnished by the Licensee infringe the rights of any third party, including without limitation claims of trademark or copyright infringement or have caused damage or injury in any way to persons or property.
 - b. The University assumes no liability for damage or loss to Licensee's equipment. Licensee shall be solely liable for any and all damage or loss of equipment furnished by Licensee and for any and all loss of money or product resulting from vandalism or theft.
21. Neither party shall be liable nor deemed in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions, or any similar cause that is beyond the reasonable control of either party.

MISCELLANEOUS

22. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

23. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, both oral and written. It may not be amended or modified in any respect whatsoever, except in writing as authorized by both Parties.
24. Notwithstanding anything to the contrary herein, in the event of Licensee's default or failure to comply with any term or requirement of this Agreement, the University may immediately terminate this Agreement upon notice to Licensee.
25. Licensee shall not assign this Agreement to any third party without specific written consent of the University, which consent may be withheld in the University's sole discretion.

IN WITNESS WHEREOF, the Parties, acting in good faith, as evidenced by the signatures of their authorized representatives as set forth below, agree to the terms and conditions as set forth in this Agreement.

ON BEHALF OF (Business Name Here)

Signature _____ Date _____

Name _____ Title _____

Address _____ City _____ State _____ Zip Code _____

ON BEHALF OF THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA:

William J. Nunez, Ph.D.
Interim Vice Chancellor, Business and Finance