

FOOD VENDOR/TRUCK APPLICATION AND AGREEMENT FOR A TWIN VALLEY SCHOOL DISTRICT EVENT

This application is made to the Twin Valley School District ("the District") by the vendor listed below (the "Vendor") to participate in the specific Event described (the "Event").

Submitting an application does NOT guarantee the Vendor a space; the District has sole discretion to permit a vendor or vendors to sell at any District event. Accepted vendors will receive notice in writing. Applications will be reviewed by the District and vendors will be selected based on a number of criteria, including, but not limited to, proposed food and drink items; community feedback and requests; available space; and previous sales figures and contributions to Twin Valley Programs. Vendors who wish to participate in multiple events at the District must complete multiple applications.

Sports Team/Program Contact Information:

Coach/Booster/Advisor Name: _____

Program/ Team(s): _____

Telephone: _____ ***Email:*** _____

Vendor's Contact Information:

Contact Name: _____

Address: _____

City: _____ ***State:*** _____ PA _____ ***Zip Code:*** _____

Telephone: _____ ***Email:*** _____

Mobile Food Facility License Number: _____

Time, Date, and Place of Event:

Event Name: _____

Event Place: _____

Date(s) of Event: _____

Signature of Advisor/Coach/Booster

Printed Name

Date

Signature of Vendor

Printed Name

Date

By completing and submitting this application, the Vendor agrees to all of the terms and conditions set forth above. In addition, in consideration for the opportunity to sell its products at Twin Valley events, the Vendor agrees to all terms in the "Vendor Agreement" below.

VENDOR AGREEMENT

1. **Proceeds and Contributions.** The vendor guarantees to donate a minimum of ten percent (10%) of its profits from the event to the Twin Valley School District program(s) listed above. Profits shall be determined and reported by the vendor; however, the vendor shall make total sales figures and receipts available to the District upon request.
2. **Cancellation.** This is a rain or shine event. In the event that severe weather, unsafe field conditions, or a declared state of emergency results in cancellation of any event, Twin Valley will let the vendor and sports team know.

In addition, either party may cancel this agreement with fourteen (14) days notice. If the Vendor does not provide fourteen (14) days notice, and does not appear at the Event or otherwise fails to perform, the Vendor shall be liable for liquidated damages in the amount of \$250, which shall be payable to the District in support of the sports team hosting the Event. The Vendor will not owe liquidated damages for any cancellation or delay that is caused or made necessary by weather, field conditions, or a state of emergency.
3. **Water Hook Up.** Water hookups are not available.
4. **Electricity.** Access to electricity is not available for the Event. Vendors may supply their own quiet generators or battery operated devices if needed.
5. **Set-Up.** Set up begins a maximum one hour prior to the event but no less than 30 minutes before the event.

REQUIREMENTS

6. The following insurance coverage is required. **PROOF OF INSURANCE MUST BE SUBMITTED WITH THIS APPLICATION.**

- General Liability. The Vendor, at its sole expense, shall obtain and maintain in full force and effect during the event, Comprehensive General Liability ("CGL") insurance from a responsible insurance company licensed to do business in the Commonwealth. The CGL insurance shall be in an amount not less than \$100,000 for each occurrence and \$300,000 in the aggregate and shall protect the Vendor from claims for personal injury, including accidental death, as well as from claims for property damage that may arise from the Vendor's activities under this Agreement. The coverage shall apply whether such activities are by the Vendor or anyone acting on the Vendor's behalf.
 - Workers' Compensation. Workers' Compensation limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons whom the Vendor may employ directly or through sub-vendors in carrying out the work described in this contract.
7. Twin Valley School District is not and will not be responsible for any loss or injury to the Vendor, his associates or property while participating in the Event. The Vendor is responsible for himself/herself, their employees, helpers, equipment and merchandise.
 8. The Vendor agrees to grant photographic rights for publicity purposes. This includes all brochures, program books, and newspaper articles used this year and in the future.
 9. Indemnification. The Vendor shall hold Twin Valley School District harmless from and indemnify Twin Valley School District against and shall cause its contractors or subcontractors to hold the Twin Valley School District harmless from and indemnify Twin Valley School District against any and all third-party claims, demands and actions based upon or arising any acts, accidents, or incidents which may occur due to the participation of the Vendor, its contractors, or subcontractors, in the Event.
 10. Any issues arising during the Event will be presented to the District immediately. Vendors are directed to contact Taylor Parker, District Athletic Director, by phone at (610) 286-8600 extension 8537 or by email at TTOMLINSON@TVDS.ORG.
 11. Mobile Unit/Food Service Area Maintenance. The Vendor shall regularly service, clean and maintain the Mobile Unit or Food Service Area and shall keep the Mobile Unit (if applicable) operating and in good working order at all times. The Vendor shall promptly maintain the Mobile Unit or Food Service Area in a clean and sanitary condition in accordance with all applicable federal, state and local laws. The Mobile Unit/Food Service Area shall not produce excessive or offensive amounts of smoke, odor, or noise.
 12. Audible Advertising. The Vendor shall not use bells, horns, loud speakers, music or other noise to attract attention or business or to advertise the location or types of products available for sale.
 13. Food Selection. The Vendor has full discretion to select menu items, provided that all items are served at safe and appropriate temperatures.
 14. Pricing. The Vendor shall charge such prices as are reasonable and fair. The Vendor shall prominently and neatly post all prices.
 15. Service. The Vendor shall render courteous, efficient and satisfactory service to all members of the public.

16. Food and Beverage Containers. The Vendor shall serve all food and beverages in recyclable or disposable containers other than glass or polystyrene commonly known as Styrofoam.
17. Food Safety. The Vendor shall be aware of and comply with all current rules and regulations of the Department of Agriculture, Bureau of Food Safety and Laboratory Services, including inspections. The Vendor shall make proof of inspections available to the District upon request.
18. Health Standards. The Vendor will follow all the standards for safety and health for service, housekeeping, and cleaning throughout the Mobile Unit or the Food Service Area.
19. Fees and Taxes. The Vendor shall pay all state, county and local license fees and sales taxes that may be imposed on the sale of food and beverages through the Mobile Unit or Food Service Area.
20. Compliance with Laws. The Vendor shall comply with all laws, rules, regulations, and orders of the Commonwealth of Pennsylvania and other governmental bodies, now in effect or later enacted, adopted or promulgated.
21. Licenses and Permits. The Vendor shall provide, at its sole expense, all licenses and permits necessary for the operation of the concession. The Vendor shall neatly post all licenses and permits.

Vendors will adhere to all rules and regulations outlined in this agreement. If a vendor is in violation of any of the requirements of this contract, the event rules and regulations, the Twin Valley School District reserves the right to terminate this agreement at any time. By signing below, I agree to all rules as listed in this application and agreement.

Vendor Signature: _____

Printed Name: _____

Date: _____