

---

## MASTER VENDOR AGREEMENT

---

This Master Vendor Agreement (“Agreement”) by and between \_\_\_\_\_ (“Vendor”) and the Visalia Unified School District (“District”) effective \_\_\_\_\_ (“Effective Date”).

### RECITALS

WHEREAS, Vendor desires to furnish \_\_\_\_\_ (“Services”) at public events on District facilities; and

WHEREAS, the District is agreeable to permit Vendor to furnish Services at public events on District facilities subject to the terms and conditions contained herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

### AGREEMENT

1. Recitals. The foregoing recitals are true and correct, and are incorporated herein as though set forth in full.
  
2. Agreement to Furnish Services at Public Events. Vendor may on occasion furnish Services at certain public events during the term of this Agreement. Prior to each event, Vendor shall prepare a quote **or** “Request of Services” providing a summary of the Services which will incorporate the terms of this Agreement. The quote or request shall include the services to be rendered and the compensation to be paid. To the extent practicable, Vendor shall submit the quote or request to the Principal of the school site where services will be performed at least thirty (30) days prior to the scheduled event. Vendor shall not be permitted to provide Services unless the Principal of the applicable school site has signed the quote or request. If applicable, Vendor will provide District with an executed IRS Form W-9 prior to providing services and understands that District may be required to file Form 1099 with the IRS.
  
3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall conclude on **June 30<sup>th</sup>, 2024**. The District may terminate the Agreement without cause upon twenty-four (24) hours’ notice.
  
4. Compliance with Applicable Laws and Regulations. Vendor represents and warrants that it is properly licensed and otherwise qualified to perform the Services. Vendor will be responsible for obtaining and maintaining all necessary business licenses and permits to perform the Services. Vendor shall furnish copies and when necessary keep in possession all necessary certifications, licenses and permits to the District upon request.

To the extent Vendor will provide food and/or beverage, Vendor will comply with all applicable laws and regulations regarding the preparation, storage, sale or disposal of food and/or beverages, including the Health and Safety Code, City, County or State ordinances and District policies. When required by local and/or state agencies, Vendor will be in compliance with all applicable food service certification(s).

5. Contact with Students. Vendor and its agents, representatives, and employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1.

## **DISTRICT DETERMINATION OF FINGERPRINTING REQUIREMENT APPLICATION**

**The DISTRICT has considered the totality of the circumstances concerning the project and has determined that the Vendor and Vendor's employees:**

           **are subject to the requirements of Education Code §45125.1 and Paragraph (a) below, is applicable.**

           **are not subject to the requirements of Education Code §45125.1 and Paragraph (b) below, is applicable.**

*a. Agreements Involving More than Limited Contact with Students (Section 45125.1)*

By execution of the Agreement, Vendor further acknowledges that it is entering into an agreement where the Vendor and/or Vendor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.1, Vendor shall, at Vendor's own expense, shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice and the Federal Bureau of Investigation. The results of those background checks and fingerprints shall reveal that none of the Vendor's agents, representatives, and employee have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

*b. Agreements Involving Only Limited Contact With Students (Section 45125.1)*

By execution of the Agreement, Vendor further acknowledges that it is entering into a contract involving only limited contact with students. Accordingly, Vendor and its employees shall check in with the school office upon arriving at the school site. Vendor and Vendor's employees shall not use student restroom facilities. In the event any Vendor or Vendor's employee, agent, or representative, find him or herself alone with a student, he or she shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

6. Facilities. The District will designate the specific location and size for Vendor's booth, food truck, tent or cart at each individual event and will designate acceptable use of District electricity or other utilities. Vendor shall provide its own free-standing booth, tent or cart, and shall be solely responsible for setting up and taking down such facilities and for clean up of the area. Vendor may begin setting up in coordination with the school site. Vendor must have disassembled its facility and completed clean up one hour after the conclusion of the public event.

7. Proceeds From Sales. Vendor shall pay the District            % of the gross proceeds from the sale of food and/or beverages at the public event held on District facilities. Vendor shall deliver the sales proceeds and an itemized accounting of the sale proceeds to the District, no later than seven (7) days after each public event, alternatively, vendor will pay District

and deliver said amount to District, no later than thirty (30) days after the public event. Vendor shall deliver the payment to the District's representative at the address identified with the signatures below. The representative will deposit the proceeds into the District's account.

*[Insert 0% if not applicable]*

8. Non-competition. Vendor shall not compete directly with any District or student organization in the selling of food and/or beverages at the public event.

9. Indemnification and Hold Harmless. Vendor agrees to indemnify, defend, and hold harmless District and its Board of Trustees and each member thereof, officers, employees and agents from and against every expense, cost, loss, claim, demand, suit, action, judgments, liability, or payment, including, but not limited to attorneys' fees and costs, judgments, settlements, contract losses, or other costs occurring or resulting from the Services. The parties expressly agree that the indemnity and defense obligations set forth herein are a material part of this Agreement, and for that reason, must remain in full force and effect at all times during the term of this Agreement. The parties further agree that said indemnity and defense obligations shall survive termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

10. Insurance. Vendor agrees to maintain in full force during the term of this Agreement the following policies of insurance and corresponding limits of coverage:

Comprehensive General Liability	\$ _1,000,000_ Per Occurrence/ _\$2,000,000_ Aggregate
Commercial Automobile Liability	\$ _____ Per Accident
Workers' Compensation (Statutory)	\$ _____ Employer's Liability Limits (Part B)

Comprehensive General Liability and Commercial Automobile Liability policies must name Visalia Unified School District, its Board and members thereof, officers, employees and agents as Additional Insured up to \$1,000,000.00. At least five (5) days prior to providing activity, equipment or services, Vendor will deliver to District a certificate of insurance evidencing the coverage requirements shown above.

All insurance carriers retained by Vendor shall be admitted insurers in California and must be rated A (Class VIII) or better by the A.M. Best Company or receive written approval from VUSD.

Vendor shall give thirty (30) days written notification to District prior to cancellation, failure to renew, or other changes in coverage. In the event Vendor fails to keep in place at all times insurance coverage as herein required, District, in addition to other remedies it may have, may suspend or terminate this Agreement upon the occurrence of such event. The insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Vendor to District under this Agreement.

11. Taxes. City has made no representation, express or implied, regarding the tax or retirement consequences of this Agreement. City will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all taxes and shall indemnify, defend and hold harmless District from any and all tax consequences of this Agreement.

12. Agreement not Agency. This Agreement is not a partnership or agency, and District shall not become liable for any debt or obligation contracted or incurred by Vendor or any merchant or business enterprise. It is further understood and agreed that Vendor is not the agent of District for any purpose or at all.

13. Assignment, Binding Effect. Vendor may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the District.

14. Non-Exclusive. Vendor understands that this Agreement is non-exclusive. Nothing herein is intended to restrict District's right to contract with vendors of its choosing.

15. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all other communications and agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation, or promise of any other party or with any other, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

16. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other; such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address located next to the party signatures below.

Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

17. Venue and Governing Law. In the event of litigation arising out of this Agreement, the Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Tulare County or in the Eastern District of California, respectively. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California and the United States.

18. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. Each and every provision of law and clause required by law to be inserted into the Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein.

19. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

20. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

21. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board or its designee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first date written above.

**VENDOR**

**DISTRICT**

Signature: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Reina Sanchez

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

Visalia Unified School District

Address: \_\_\_\_\_

5000 W. Cypress Ave.

\_\_\_\_\_

Visalia, CA 93277

Phone: \_\_\_\_\_

Phone: (559) 730-7300

Email: \_\_\_\_\_

Email: [rsanchez04@vusd.org](mailto:rsanchez04@vusd.org)

Purchasing _____ Approval Date _____	HRD Administrative Official _____ Approval Date _____
---	--