

Oklahoma City Public Schools

Food Truck Vendor Agreement

VENDOR INFORMATION

Legal Business Name: _____

Food Truck/DBA Name: _____

Owner/Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Type of Food/Beverages Sold: _____

State Food Establishment License/Permit No.: _____

Vehicle/License Plate: _____

This Food Truck Vendor Agreement ("Agreement") sets forth the terms and conditions under which Oklahoma City Public Schools ("District") permits the undersigned food truck vendor ("Vendor") to enter upon designated District property for the limited purpose of selling food and beverages in connection with an approved District event.

By signing this Agreement, Vendor agrees to comply with all requirements stated below as a condition of access to and use of District property.

I. SCHOOL LOCATION AND EVENT

Vendor is authorized to operate at _____. The District will designate Vendor's location at the event and may relocate Vendor as necessary for safety, security, traffic, accessibility, or District operations.

II. HOURS OF OPERATION

Vendor may arrive and begin set-up no earlier than _____. Food sales may begin at _____ and must end no later than _____. Vendor shall complete all clean-up

activities and depart District property no later than _____, unless otherwise authorized by the District.

III. PURPOSE AND VENDOR ACCESS

The District permits Vendor to use designated District property solely to sell food and beverages directly to attendees of the approved event. Vendor operates as an independent business, and nothing in this Agreement constitutes a purchase of food or services by the District or grants Vendor an exclusive right to sell at the event. Vendor shall not conduct any other business, promotion, solicitation, or fundraising activity without prior District approval.

Vendor shall operate only in the area designated by the District and shall not obstruct fire lanes, emergency exits, accessible parking or routes, entrances, driveways, pedestrian or athletic activities, or emergency vehicle access.

IV. VENDOR RESPONSIBILITIES

Vendor is solely responsible for its operations and shall comply with all applicable laws, codes, and health, food-safety, fire-safety, licensing, and inspection requirements, including those applicable to mobile food establishments. Vendor shall obtain and maintain all required licenses, permits, inspections, certifications, and approvals and shall provide documentation of compliance upon the District's request.

Vendor shall safely and sanitarily prepare, handle, store, label, and serve all food and beverages, including appropriately addressing food allergies and other food-related risks.

Vendor shall comply with District safety, security, traffic, and emergency procedures; take reasonable precautions to prevent damage to District property; and promptly report any accident, injury, property damage, or significant safety concern. Vendor is responsible for the acts and omissions of its employees, contractors, agents, and representatives and for ensuring their compliance with this Agreement.

V. INSURANCE

Before entering District property, Vendor shall maintain insurance coverage acceptable to the District, including at a minimum:

- Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit, when applicable; and
- Workers' Compensation Insurance as required by Oklahoma law.

Vendor shall name Oklahoma City Public Schools, its Board of Education, officers, employees, and agents as additional insureds on Vendor's Commercial General Liability policy and applicable automobile liability coverage.

Vendor shall provide a certificate of insurance or other acceptable evidence of coverage before operating on District property.

VI. INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless Oklahoma City Public Schools, its Board of Education, officers, employees, agents, and representatives from all claims, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney fees and litigation expenses, arising out of or relating to Vendor's operations on District property. This obligation includes claims arising from Vendor's acts or omissions; its employees, contractors, vehicles, equipment, or property; the preparation, sale, or service of food or beverages, including foodborne illness, contamination, or allergic reactions; personal injury or property damage; or Vendor's violation of law or this Agreement. This obligation shall not apply to the extent a claim or loss is caused by the negligence or willful misconduct of the District.

VII. VENDOR FEE AND PAYMENT

Vendor shall pay the District a fee of **\$150.00** for participation in the approved event, payable by check no later than **2** , **2026**. Payment of the vendor fee does not guarantee any minimum attendance, sales, revenue, or profit.

Vendor assumes all costs and business risks associated with its participation and is solely responsible for collecting, reporting, and paying all applicable taxes and other governmental charges arising from its operations.

VIII. ELECTRICITY, WATER, AND OTHER UTILITIES

Vendor shall be self-sufficient unless the District expressly authorizes use of District utilities. Vendor may not connect to District electrical, water, gas, or other utility systems without prior District approval.

Any generators, extension cords, propane equipment, cooking equipment, or other equipment used by Vendor must be operated safely and in compliance with applicable law, fire codes, manufacturer requirements, and District safety requirements.

The District may immediately prohibit use of any equipment that creates or appears to create a safety concern.

IX. CLEANUP AND PROPERTY DAMAGE

Vendor shall leave District property in the same or better condition than it was found and shall remove all trash, food waste, grease, oil, wastewater, packaging, and other materials associated with its operations. Vendor shall not dispose of such materials on District property except in locations specifically authorized by the District.

Vendor is responsible for the reasonable cost of repairing any damage to District property caused by its personnel, vehicles, equipment, or operations. Failure to properly clean the area may result in additional charges or denial of future access

X. CONDUCT, SAFETY, AND ADVERTISING

Vendor and its personnel shall remain within areas necessary for the approved food-service activity, shall not enter restricted areas of District property, and shall comply with any reasonable District requirements concerning safety, security, conduct, or operations. The District may remove or exclude any Vendor personnel, vehicle, or equipment when it determines such action is appropriate.

Vendor may display its ordinary business name, menu, pricing, and advertising appropriate for a school environment, but shall not use the District's or any District school's name, logo, mascot, or other identifying marks without written authorization, distribute promotional materials within District buildings without approval, or represent or imply that the District sponsors, endorses, or is affiliated with Vendor.

Vendor shall not possess, sell, distribute, advertise, or promote alcohol, tobacco or vaping products, illegal drugs, weapons, or other items prohibited by law or District policy. Vendor shall not display advertising or branding related to such prohibited products while operating on District property.

XI. CANCELLATION, SUSPENSION, AND TERMINATION

The District may immediately suspend or terminate Vendor's operations or access to District property if Vendor violates this Agreement or any applicable District policy or directive; fails to maintain required licenses, permits, inspections, or insurance; fails to pay any required fee; damages District property; creates or contributes to a disruption of District or event operations; or if Vendor or its personnel engage in inappropriate conduct. The District may also immediately suspend or terminate Vendor's operations when a health, food-safety, fire, security, or other safety concern arises, or whenever the District determines that Vendor's continued operation or presence on District property is not in the best interests of the District.

The District may cancel, relocate, postpone, modify, or terminate an event or Vendor's participation at any time due to weather, emergency conditions, school closures, safety or security concerns, scheduling changes, athletic or operational needs, or other circumstances affecting the event or District operations. The District shall not be responsible or liable for Vendor's lost sales or profits, spoiled or unused inventory, employee or travel expenses, preparation costs, or any other loss or expense resulting from the cancellation, suspension, relocation, modification, or termination of an event or Vendor's participation.

XII. MISCELLANEOUS

Vendor is an independent business and not an employee, agent, partner, or representative of the District and has no authority to bind or obligate the District. Vendor may not assign or transfer its rights under this Agreement or permit another business or operator to participate in its place without prior District approval.

This Agreement constitutes the entire agreement governing Vendor's participation in the approved event and may be modified only in writing by an authorized District representative. This Agreement shall be governed by Oklahoma law, and any legal proceeding arising from it shall be brought in Oklahoma County, Oklahoma, unless otherwise required by law. Nothing in this Agreement waives any immunity, defense, limitation of liability, or other legal protection available to the District, its Board of Education, officers, employees, or agents.

VENDOR ACCEPTANCE

I certify that I am authorized to sign on behalf of Vendor and agree that Vendor will comply with the terms of this Agreement.

Vendor/Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

DISTRICT ACKNOWLEDGMENT

The District acknowledges that Vendor has been approved to participate in the event identified in this Agreement, subject to the terms and conditions stated herein.

Signature: _____

Title: _____

Date: _____