

# Food Vendor Agreement

This agreement is by and between **Vendor** and **Food Commons Fresno Community Corporation (FCF)**.

Vendor/Applicant Name \_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (Day) \_\_\_\_\_

Phone (Evening) \_\_\_\_\_

E-mail Address \_\_\_\_\_

For and in consideration of the mutual benefits described below, Vendor and FCF agree as follows:

## **I. Food Vendor Responsibilities**

For the right to use prep facilities at FCF's 504 E Belmont Avenue, Fresno, CA, Vendor agrees to:

1. Provide a quality food product and/or food cart/truck/trailer that is staffed by clean, professional and courteous personnel.
2. Obtain Product Liability Insurance for sale or distribution of any products (i.e. food, beverages, etc.) prepared at the 504 E. Belmont facilities. Each Food Vendor must provide a certificate of insurance which provides for \$100,000 Product Liability Insurance and must name Food Commons Fresno as an Additional Insured.
3. Follow all rules set forth in the "Guidelines for Use of Food Commons Fresno Food Prep Facilities," which may be amended from time to time, as needed.
4. Have a current license to sell food within Fresno County issued by the Fresno County Public Health Department. The license must be available at all times when preparing food at the facility. If not a for sale operation, obtain clearance from Health Dept. for operations and meet any Health Dept. requirements and conditions of operation.

5. Indemnify fully, and hold harmless, Food Commons Fresno, its officers, employees and agents against all damage claims, liabilities and causes of action of every kind and nature, including the General Release below.
6. Comply with all health and fire permits, where applicable, at own expense.
7. Use every measure to protect the facility from all damages. Vendor shall be responsible for damage caused by him or her, their employees, or any other persons accompanying them, to buildings and grounds.

## II. Compensation

1. Payment of \$\_\_\_\_\_ deposit is due from Vendor upon signing of this agreement. All deposits will be refunded when (i) Vendor has notified FCF that it will no longer be using the FCF Kitchen facility, (ii) the FCF Kitchen Manager has determined that all monthly fees have been fully paid, and (iii) the Vendor has removed all food and equipment from the premises, (iv) and all keys have been returned. (v.) An invoice will be generated for any cleaning or repairs needed from Vendor's tenure.
2. Vendor shall pay FCF a rental fee of \$\_\_\_\_\_ per month. The fee is payable by the 5<sup>th</sup> day of the month, and the fee may be prorated if Vendor begins to use the facilities other than on the first of the month. See Schedule of Fees for breakdown. Failure to pay rent in a timely manner may result in access to the facility being restricted.
3. Agreement with deposit payment and first month's rent must be received before the Vendor is allowed to bring equipment and food onto the premises.
4. **All Credit Card Payments will be assessed a 3% Processing Fee Initial\_\_\_\_\_**

## III. Additional Requirements

Vendor agrees that failure to meet any and all requirements may lead to removal from the kitchen facility and immediate termination of this agreement. The following are additional requirements for Vendor:

1. All vendors must sign in and out of the kitchen facility on the sheet provided.
2. Vendors must limit themselves to one vehicle at the kitchen facility to unload food and equipment. The vehicle may be parked at the site while the food truck is being used or kitchen prep is being done. No overnight parking of vehicles is allowed.
3. Closed toed shoes and sleeved shirts must be worn at all times while on the premises.
4. Small radios are allowed. Amplification equipment is not permitted.
5. Vendors are prohibited from smoking in the facility or on the premises.
6. Vendors are prohibited from having animals within the FCF premises, except for registered service animals as authorized by State Statute and ADA standards.
7. Vendors must be respectful of other vendors and FCF employees.
8. Be responsible for keeping food prep area clean during and after use.

9. Insure that grease and abrasives will be disposed of in designated receptacles.
10. Remove all trash in immediate food area during set-up and breakdown. Trash receptacles in food area cannot be used for discarding oil, grease or other waste materials. Garbage and Recycling dumpsters are provided for your use. No trash is allowed to be left in prep area after use. All trash must be bagged and securely tied before placing in dumpsters.
11. Wear food grade gloves, hairnets and other articles required by the Public Health Department during food preparation at all times. No contact with money shall be allowed by persons handling food.

#### **IV. Termination**

1. The Vendor may cancel this agreement and no longer use the facility with a 15 day notice to the FCF Kitchen Manager. Any pre-paid fees will be prorated and refunded. Any unpaid fees will be deducted from the deposit.
2. FCF may cancel this agreement with a 30 day notice to Vendor, or immediately, if Vendor has failed to follow the requirements set forth in this agreement.
3. I understand that my vendor fee shall not be refunded in all or part if I do not comply with the terms of this agreement.

#### **V. GENERAL RELEASE**

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold FCF, its employees, agents and officers, and all other affiliated organizations ("Representatives") from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned, the undersigned's employees, volunteers, representatives or agents, or any third party, relating to Vendor' use of the FCF kitchen facility and/or premises located at 504 E Belmont Avenue, Fresno, CA.

PLEASE CONTACT FOOD COMMONS FRESNO WITH ANY QUESTIONS.

Food Commons Fresno  
Office phone: 559-ORGANIC Ext. 707  
Email: [jason@foodcommonfresno.org](mailto:jason@foodcommonfresno.org)  
Mailing Address: 202 Van Ness Avenue Fresno, CA 93721  
Kitchen Address: 504 E Belmont Avenue Fresno, CA 93701

**THE VENDOR CERTIFIES THAT THE INFORMATION ON THE VENDOR CONTRACT AND ATTACHMENTS IS A CORRECT DESCRIPTION OF THE PRODUCTS AND USES OF THE KITCHEN FACILITY. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW THE AGREEMENT TERMS AS DESCRIBED AND STIPULATED HEREIN MAY RESULT IN REMOVAL FROM THE FCF FACILITY AND PREMISES. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THIS AGREEMENT AND ANY VENDOR PERMIT EVENT, AND TO HOLD HARMLESS AND INDEMNIFY FCF FROM LIABILITY RELATED TO THE USE OF THE 504 E BELMONT FACILITY AND PREMISES.**

**I HAVE READ ALL THE RULES PERTAINING TO THIS CONTRACT AND AGREE TO ABIDE BY THEM.**

Vendor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Food Commons Fresno Community Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Vendor Deposit Payment Information**

**Vendor Business Name:**

\_\_\_\_\_

**Deposit Amount: \$** \_\_\_\_\_

**Make checks and money orders payable to: Food Commons Fresno Community Corporation**

**Please indicate your payment type and complete the necessary fields:**

**A. Check #** \_\_\_\_\_

**B. Money Order or Cashier's Check #** \_\_\_\_\_

**C. Credit Card** (Indicate one):  Visa  MasterCard  Discover  American Express

**\*\*\*\*\* Credit Card Payments will be assessed a 3% Processing Fee Initial** \_\_\_\_\_

Credit Card # \_\_\_\_\_

EXP DATE: \_\_\_\_/\_\_\_\_

CVC Code: \_\_\_\_\_

**Billing Address (Including City, State, Zip):**

\_\_\_\_\_

**Printed Name on Credit Card:** \_\_\_\_\_

**Billing Phone #:** \_\_\_\_\_

I agree to these terms and authorize this charge to my credit card listed above.

**Card Holder Signature:** \_\_\_\_\_

Deposit must be paid in full by the second month of membership.

**Split Deposit Payment as follows:**

**1st Payment Date:** \_\_\_\_\_ **Amount \$** \_\_\_\_\_

**2nd Payment Date:** \_\_\_\_\_ **Amount \$** \_\_\_\_\_

**Schedule of Fees**

**Membership Level:**

- Truck/Trailer Membership - \$700.00**

Includes: Truck Parking, 24/7 Access, 1 Cold Cage, 2 Dry Shelves, 40 hours Prep Time, 8 hours Equipment Time

- Kitchen Membership - \$500.00**

Includes: 24/7 Access, 1 Cold Cage, 2 Dry Shelves, 40 hours Prep Time, 8 hours Equipment Time

- Bicycle Cart Membership - \$300.00**

Includes: Cart Storage, 24/7 Access, 20 Hours Prep Time

**Extras:**

- 1 Cold Cage - \$100.00**
- 2 Dry Shelves - \$ 50.00**
- Power Hookup - \$100.00**
- Freezer Space - \$ 50.00**

**Daily Rates:\*\*\*\***

- Prep Time - \$15.00/hour**
- Equipment Time - \$15.00/hour**
- Cold Cage - \$15.00/day**
- Dry Storage - \$15.00/day**
- Prep Assistance - \$25.00/hour**

★ **A \$50.00 Cleaning Fee will be charged per incident if facility cleanliness standards are not maintained. Initial \_\_\_\_\_**

**\*\*\*\*Daily/Hourly rates are billed by the full day/hour. There are no partial day/hour charges.**

**I understand and agree to the rates established in this contract.**

\_\_\_\_\_  
**Vendor Signature**

\_\_\_\_\_  
**Date**







