PALO VERDE COMMUNITY COLLEGE DISTRICT
One College Drive
Blythe, CA 92225
(760) 921-5500

Agreement for Food Services

This AGREEMENT made this 12th day of October 2015 between:

CLIENT: **PALO VERDE COMMUNITY COLLEGE,** hereinafter referred to as the **"DISTRICT"**, having principal place of business at One College Drive, Blythe, California, 92225

and VENDOR**: Quoc Nguyen,** hereinafter referred to as the **"VENDOR"**, having principal place of business at ***(list complete address/phone #)***:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will be become effective October 12, 2015 and will continue in effect through December 31, 2016 unless terminated in accordance with the provisions of this agreement.

ARTICLE 2. LICENSES PERMITS AND TAXES

Section 2.01. Vendor shall obtain all federal, state and local licenses and permits required for the Pirates Den and shall be responsible for sales, use, excise and local business and income taxes attributable to the Pirates Den.

Section 2.02. Vendor shall bear full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever (excluding losses due to the negligence or fault of the District). Vendor shall carry comprehensive general liability insurance, including products, with limits of at least $2,000,000. Vendor shall furnish District with a certificate indicating that such coverage is in effect. Any policies of insurance shall contain a covenant requiring thirty (30) days written notice to the District before cancellation of the required coverage.

Section 2.03. Vendor agrees to provide worker's compensation insurance for Consultant's employees and agents and agrees to hold harmless and indemnify District for any and all claims arising out of any injury, disability, or death of any of District's employees or agents.

ARTICLE 3. SERVICES TO BE PERFORMED BY VENDOR

Section 3.01. Vendor agrees to supply the District with a variety of food selections to include breakfast and lunch. Upon signing of the contract, vendor shall submit the hours of operation to the District in writing. **Vendor agrees to be open on any days that the college is open for business. Any hours of operation changes for these services and the termination of any meal service on any given day must be mutually agreed upon in writing at least two weeks prior to the changes.** All servicing equipment and food reparation shall be provided by vendors.

Section 3.02. Vendor agrees to maintain a clean eating area and to clean the food services area daily. Vendor shall be responsible for meeting the health and safety standards for food preparation and food services established by federal, state and local health and safety codes or statutes.

Section 3.03. Vendor understands and agrees that District is a Drug and Alcohol free environment as per Board Policy and stipulates that no alcohol will be sold on the premises.

ARTICLE 4. SERVICES TO BE PROVIDED BY DISTRICT

Section 4.01. District agrees of maintain the utilities, air conditioning and structure for delivery of food services at no cost to vendor. Any modification to the facilities must be approved by the district and inspected once installed.

Section 4.02. District will provide a room for food sales, a dining area, and an outside eating area for the benefit of Vendor's customers at no cost to the Vendor. The District will also allow off-campus clientele access to the food services area.

ARTICLE 5. PRICING AND COMPETITION

Section 5.01. Prices are to be determined by Vendor on all food and drink items. Upon signing the contract, vendor agrees to give a copy of the official menu to the District. **Any changes to the menu shall be submitted to the college in writing at least two weeks prior to effective date.** College will coordinate with student fundraising events to avoid direct competition with the food services function.

Section 4.02. District may request catering services from vendor for events and meetings. Any invoices arising from catering events will be paid within thirty (30) day of actual event, unless mutually agreed upon in writing.

Section 4.03. Vendor will make food services area including kitchen and dining area available to District for the annual Foundation Barbeque. District will give vendor thirty (30) days' notice of event. After event date, District will make sure area is cleaned and ready for vendor.

ARTICLE 6. TERMINATION OF AGREEMENT

Section 6.01. Both parties agree that either party may terminate this contract by giving a thirty (30) day written notice of termination. Vendor agrees to leave the premises clean and all college property accounted for in working order. If premises is not clean, vendor will be charges the District's hourly custodial rate for custodial services to clean said premises.

ARTICLE 7. GENERAL PROVISIONS

Entire Agreement of the Parties

Section 7.01. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Vendor for District and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Attorneys' Fees

Section 7.02. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable

attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.03. This agreement will be governed by and construed in accordance with the laws of the State of California, County of Riverside.

Executed at Blythe, California, on the date and year first above written.

DISTRICT:

PALO VERDE COMMUNITY COLLEGE

By: _____
(Signature)

_____

(Name Typed or Printed & Title)

CONSULTANT:

COMPANY:

By: _____
(Signature)

_____

(Name Typed or Printed & Title

_____
(Federal Tax ID Number)