

MEMORANDUM OF UNDERSTANDING

The University of Notre Dame du Lac ("Notre Dame") on behalf of its Student Activities Office and _____ ("Food Service Provider") desire that Food Service Provider provide the goods and services set forth herein in connection with Notre Dame's _____ at Notre Dame ("Event"). Notre Dame and Food Service Provider have set forth below their mutual understanding regarding this arrangement:

1. **Date of Event:** _____
2. **Location:** _____
3. **Time:** _____ EST
 - a. Food Service Provider acknowledges and agrees that it shall arrive no later than two (2) hours prior to the above serving time in order to be present for required inspections (see "Inspections" below).
4. **Food Service Provider Representative (Name & Phone Number):** _____
Notre Dame Representative (Name & Phone Number): _____
5. **Personnel:** Food Service Provider will provide personnel to prepare and serve food for the duration of the Event and to provide all set up and tear down as necessary.
6. **Equipment and Supplies:** Food Service Provider will provide all necessary supplies and equipment, except the following items, which will be provided by Notre Dame: trash bins and recycling; electricity needs; and lighting.
1. **Food Service Provider Activities:** Food Service Provider will sell goods, to include _____, to customers for the duration of the Event at a location designated by Notre Dame. Food Service Provider will charge its standard rates to customers at the Event. A checklist of administrative requirements is attached as Exhibit A. Food Service Provider will arrive to Notre Dame's campus by _____ EST to set up for the Event. Notre Dame reserves the right to require Food Service Provider to cease selling merchandise and immediately vacate the event location at Notre Dame's sole discretion.
2. **Payment:** Notre Dame will not pay Food Service Provider any compensation or fees. Food Service provider will receive 100% of all Food Service Provider's sales.
3. **Inspections:** Food Service Provider agrees to submit to any required inspections at the Event, including but not limited to an inspection by a St. Joseph County Health Department official, a member of the Notre Dame Fire Department, and a Food Safety Specialist. If Food Service Provider is not present at time of inspection or does not pass any inspection, Food Service Provider must immediately vacate the Event and Notre Dame will not be required to pay Food Service Provider under this Memorandum of Understanding. A copy of the Notre Dame Fire Department Inspection Report is attached as Exhibit B.
4. **Cancellation:** Notre Dame reserves the right to cancel this contract for any reason, without penalty or liability. If a Food Service Provider fails to show to the Event, or is not in compliance with any of the requirements under this Memorandum of Understanding, Notre Dame reserves the right to charge a cancellation fee to Food Service Provider and/or void any future signed agreement.

5. **Laws and Regulations:** Food Service Provider, and all its agents, employees and representatives, will adhere to all applicable state and local laws, regulations, rules and ordinances, including without limitation those related to food service, safety and cleanliness and/or those prescribed by the St. Joseph County Health Department. Additionally, Food Service Provider shall display during the Event a current and valid food permit issued by St. Joseph County Health Department.
6. **Insurance:** Food Service Provider agrees to carry general liability insurance in minimum amounts of \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$1,000,000 in the aggregate, automobile liability in minimum amounts of \$1,000,000 combined single limit for each accident and covering all owned, non-owned and hired vehicles and worker's compensation providing statutory benefits. The general liability and automobile liability policies of insurance shall include the University of Notre Dame du Lac as an additional insured. All policies of insurance shall waive rights of subrogation in favor of the University. Claims made policies shall not be acceptable. Satisfactory certification that such insurance is in full force during the term of this Memorandum of Understanding must be furnished to the University prior to any Event.
7. **Indemnification:** Food Service Provider agrees to indemnify, defend and hold harmless Notre Dame and its Trustees, officers, agents and employees from any liability, loss, expense or damage (including but not limited to Notre Dame's reasonable attorneys' fees) incurred or sustained by Notre Dame by reason of the negligence or intentional acts or omissions of Food Service Provider, its agents, employees or representatives which arise out of, result from, occur during or are connected in any way to the Event. Notre Dame agrees to indemnify, defend and hold harmless Food Service Provider from any liability, loss, expense or damage incurred or sustained by Food Service Provider as a result of the negligence or intentional acts or omissions of Notre Dame, its agents or representatives, arising out of or resulting from or in connection with the Event.
8. **Signature Authority:** Agreements signed by a student or individual without appropriate signature authority from the University are voidable at the sole discretion of the University.

The Designated Representatives, on behalf of Notre Dame and Food Service Provider, indicate by their signatures below that the provisions set forth in this Memorandum of Understanding correctly state their understanding regarding the Event.

UNIVERSITY OF NOTRE DAME DU LAC

FOOD SERVICE PROVIDER:

By: _____
M. Brian Coughlin
Associate Vice President for Student Development

By: _____
Name:
Title:

Date: _____

Date: _____

EXHIBIT A

UNIVERSITY OF NOTRE DAME ADMINISTRATIVE PROCESS AND REQUIREMENTS FOR FOOD SERVICE PROVIDERS

Thank you for your interest in bringing your food truck to our campus! The following document details our administrative process and required documentation in order to facilitate our agreement.

Required Documentation:

- Signed copy of the attached Memorandum of Understanding.
- A copy of your St. Joseph County Health Department permit.
 - o If you do not have a copy you can fill out the included relevant form and return to the listed contact.

Process:

1. Please provide the required documentation as soon as possible.
2. Once our office receives the signed Memorandum of Understanding along with other required documentation, we will get University signature.
3. We will provide a copy of the fully executed Memorandum of Understanding along with contact information for day of the Event and a map to show you how to enter campus and where to set up for the Event.
4. On the day of the event, please arrive at least two hours prior to the serving time in order to be present for any required inspections.

If you have any questions, do not hesitate to reach out.

Student Activities Office
University of Notre Dame
315 LaFortune Student Center
Notre Dame, IN 46556
Phone: (574) 631-7308
Fax: (574) 631-8139
sao@nd.edu

We look forward to having you on campus!

EXHIBIT B

NOTRE DAME FIRE DEPARTMENT INSPECTION REPORT

Notre Dame Fire Department
100 Fire Station, Notre Dame, IN 46556
(574) 631-6200

FOR EMERGENCIES ON CAMPUS, PLEASE CALL 574-631-5555 OR 911.

All Food Service Providers providing food and services at a University of Notre Dame Event, as set forth in the Memorandum of Understanding, agree to submit to an inspection by the Notre Dame Fire Department and a Food Safety Specialist. Food Service Providers further agree that they shall arrive and be present at the Event at least two hours prior to the start of the Event to submit to the inspection.

Notre Dame Fire Department shall inspect and ensure the following requirements are met:

1. An Operational Permit is required of any Food Service Provider using any amount of OP-gas for commercial cooking.
2. All LP-gas appliances (stoves, fryers, etc.) must have an approved, valid inspection sticker displayed, indicating that a licensed LP-gas company has inspected the equipment, excluding LP Gas cylinders. A valid receipt for the gas inspection shall be provided upon request.
3. All LP-gas containers are limited to Sixty (60) pounds gas capacity. Any deviation from this capacity must be approved in advance.
4. All LP-gas containers, whether empty or full, shall be secured in an upright position. The food trucks shall be positioned to reduce the exposure of the LP gas containers to possible vehicle impact.
5. "No Smoking" signs shall be visibly displayed near propane containers. Said signs shall be approved by the Fire Marshal.
6. All Food Service Providers shall have at least one Fire Extinguisher present in the food truck at the Event. Said Fire Extinguisher shall be a 3A-40BC minimum. In addition, when a Food Service Provider utilizes deep-fry cooking using vegetable or animal oils, a Type-K portable extinguisher is also required to be present in the food truck. All extinguishers must have a current annual inspection data tag displayed.
7. If food truck has built-in fire suppression for the food preparation appliances, said suppression shall be in good working order and a current inspection tag by a fire protection vendor shall be displayed.
8. An approved ventilation system shall be installed over cooking equipment. Hoods shall be operated at the required rate of air movement. Classified grease filters shall be in place and cleaned at least once per year or as needed.
9. Any food truck that uses any amount of LP-gas to prepare food shall not operate said food truck within Sixty (60) feet of another food truck, unless given prior approval by the Fire Marshal.

Comments: _____
