

<u>Mobile Food</u> <u>Truck Policy</u>

1. Grant:

University of Colorado Anschutz Medical Campus (hereinafter referred to in this Contract as "University") hereby grants Vendor permission to operate Mobile Food Trucks on University's property, at predetermined location and solely approved by the University. Vendor may only position Mobile Food Trucks and sell food products in University approved location. The location of the Mobile Food Truck may be subject to change so as not to interfere with campus and/or academic activities or disrupt or impede the flow of pedestrian traffic or University business and/or traffic. Should a different location be warranted, then an alternate location will be determined and will be communicated to the vendor by the University.

2. **Term**:

Vendor shall be permitted to use the approved and/or designated locations, as designated from time to time, for the purpose stated above

3. Mobile Food Truck Location:

The Vendor shall be permitted to use only the designated location on dates and at times as scheduled with Business Services Management team. The designated dates and times are determined and vendors scheduled by so as not to interfere with or impede University activities, business and/or traffic and may be subject to change based on disruption to or interference with University activities, business and/or traffic.

Date Available:	Daily Rate:	Area Serves:
	Date Available:	Date Available: Daily Rate:

4. **Fees**:

In consideration of the rights granted herein by University, Vendor will pay a Vendor Fee of each day the truck is permitted. The Vendor Fee will be due and payable one week prior to scheduled date.

Vendor Fees Include:

- Permission to operate a Mobile Food Trucks at the location designated.
- Permission to sell and serve food, food products and non-alcoholic beverages
- Ingress and egress to designated location as identified



Vendor Fees Do Not Include:

- Permits and licenses, including current driver's license, to operate a Mobile Food Truck.
- Equipment necessary and/or required to operate Vendor's Mobile Food Truck. Vendor will provide own truck and required equipment, products and supplies to the University of Colorado Anschutz Medical Campus Location.
- Use of University equipment tools or furnishings located in or around the designated locations.
- Arrangements for the parking of private vehicles.
 - Vendor will be solely responsibility for private parking.
- Vendor is not permitted to sell or serve alcohol under any circumstances.

5. Payment:

- Payment accepted: At this time only checks are accepted as payment payable to University of Colorado Anschutz Medical Campus (starter checks are not accepted).
- Reservations are confirmed only when payment and this signed policy review is received.

6. **Conduct Policies**:

- Violations of any of the conduct policies contained here can result in the cancellation of Vendor's use of University space, and the forfeiture of any fees paid to University.
- It is the responsibility of the Vendor to clean the area surrounding Vendor's Mobile Food Truck. All areas of University property are expected to be left in the same condition as it was received.
 - All trash must be bagged and placed by trash receptacles. Failure to do so may result in cancelation of future reservations and/or assessment of a cleaning fee assessed by University.
- Vendor assumes responsibility for any damage caused to any University location by Vendor's patrons. Reimbursement costs for damages will be solely determined by University.
- Vendor shall be responsible for either the repair or cost of repair to any University property, equipment, tools or furnishings damaged by Vendor or Vendor's employees and agents.
- University of Colorado Anschutz Medical Campus has adopted a smoke and tobacco free policy (including the use of e- cigarettes and vaping instruments) for all indoor and outdoor spaces.
- The unlawful possession, use, distribution, dispensation, sale or manufacture of drugs or alcohol is prohibited on university premises, and at university activities. Any violation will be reported to University Police
- All decorations, including balloons and/or signage, must be removed from the University's campus at the end of the event. Failure to remove decorations and/or signage will result in a removal fee being charged to the Vendor.

7. Conduct of Vendor's Business:

- It is the responsibility of the Vendor to secure and pass all appropriate licensing requirements and inspections. Additionally, all Vendor employees and agents must have the required training and/or required food handling licensing. University reserves the right to terminate Vendor's use for failure to secure and maintain proper license and permits. Vendor will be subject to forfeiture of all funds paid to the University.
- Vendor shall attach copies of said permits and/or licenses to the signed policy



review and fees.

- Vendor shall conduct operations in a sanitary and orderly manner and so as not to aggravate, disturb or be offensive to patrons or others in or accessing University buildings and/or property.
- Vendor shall be required to operate an audible or other device on the vehicle alerting pedestrians and other traffic the Food Truck is moving in reverse.
- Food Truck must be in good working order, with no obvious defects, and aesthetically pleasing.
- Food Truck employees shall be well groomed, including clean clothing
- Food Truck employees shall follow commonly accepted food handling standards including
- Menu must be easy to read with clear prices including any additional service fees for using credit/debit cards
- Vendors are permitted to offer samples in front of their truck only.

8. Security:

University shall not be held responsible for the loss damage, theft and/or any related incidences to personal property, items and/or additional items left in, on, or near Vendor's Mobile Food Truck and/or Food Trailer. Securing Vendor's property will be the sole responsibility of Vendor. Vendor shall be responsible for ensuring all items belonging to Vendor are removed at the conclusion of the rental period. Vendor's failure to remove items will result in a storage fee rate of \$100.00 per day. After 30 days items will be deemed abandoned and will become property of the University.

9. **Applicable Laws**:

Vendor agrees to comply with all laws, ordinances, and rules of the University, the State of Colorado, and the United States, applicable to the use of said designated locations and the operation of a Mobile Food Truck.

10. Violation:

If at any time Vendor's use of the location violates any applicable ordinance or law of the University of Colorado, City of Aurora, County of Adams, State of Colorado or the United States of America, Vendor shall either cease and desist from continuing such use or surrender the space rental forthwith upon demand of the University.

11. Injury to Persons; Damage to Property:

Neither the University nor its employees or agents shall be liable for any damage to property entrusted to the University, its employees or agents, nor for the loss or damage to any property by theft or otherwise, by any means whatsoever. University shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water or rain leakage, or any other cause whatsoever.

12. Indemnification:

Vendor agrees to indemnify and hold harmless University of Colorado, its officers, employees and agents, against all claims, demands, causes of action, suits and judgment, including expenses arising from any accidents, injury or damage caused to any person or to any property arising from Vendor's use of the designated Food Truck location(s) and grounds. Vendor also hereby indemnifies and agrees to hold University harmless from, and to defend University against any and all claims of liability for any injury or damage to any person or property whatsoever occurring in or about the designated Food Truck location, or grounds if such injury



or damage occurring at the designated Food Truck location(s) or on the grounds is caused in whole or in part by the act, neglect, fault or omission of any duty by Vendor, its agents, employees or invitees or any food or products.

13. Insurance:

Vendor agrees to procure and maintain, at its own expense, Standard Insurance Requirements as outlined in Exhibit A.

14. University Pouring Rights Contracts:

If the University shall become party to a pouring rights contract with a national soft drink bottler, and if Vendor sells or furnishes soft drinks in or on the designated Food Truck location, then Vendor agrees it shall furnish said bottler's product in or on the designated Food Truck consistent with the terms of any University pouring rights contract provided. However, Vendor can use standard cups or cups/containers relating to Vendor's business.

15. Special Circumstances:

If the Mobile Food Truck Location(s)/ Grounds is deemed unusable by the University during the term of the Contract due to University closure due to circumstances beyond the control of the University, including acts of God, strikes, weather or the inability of the University to clear a path to the designated Mobile Food Truck location(s), Vendor is eligible to reschedule use on another available day during the term of the contract if available at no additional cost. If unable to reschedule Vendor has the opportunity to request a refund, in writing, of fees prior to the end of the Food Truck season, approximately Oct 1st. If request for refund is not received by this date the vendor fees will be retain by the University.

16. Cancellation Policy:

At least seven (7) days' notice must be given for all cancelations to receive a full refund. Any event cancelled by vendor less than seven (7) days prior to event will result in forfeiture of fees paid.

17. Food Truck Fire Safety Guidelines

You will be required to comply with all safety guidelines contained in Exhibit B. Each food truck is subject to random inspection by our onsite Fire Marshal or their delegate for compliance. Should a violation be found, it is the sole discretion of the Fire Marshal or their delegate to enforce next steps which could include correction of the violation and continue operation or stopping service. If the vendor is required to stop service due to a safety issue, they may not serve future events until inspected by the Fire Marshal or delegate.

I HAVE READ AND UNDERSTAND THE UNIVERSITY POLICIES GOVERNING THE USE OF THE UNIVERSITY LOCATION AND GROUNDS ABOVE FOR THE OPERATION OF MOBILE FOOD TRUCKS. I ASSUME RESPONSIBILITY FOR CONDUCT OF MY EMPOLYEES AND THE PROPER PAYMENT OF ALL CHARGES RELATED.



Please sign below and return all pages with payment to Business Services / Food Service Management at the address listed above.

Food Truck: _____

Vendor (Authorized Signature)

Date:

Anschutz Medical Campus Designee

Date: _____



EXHIBIT A

STANDARD INSURANCE REOUIREMENTS

Goods and Services – Food Truck Vendors

The Vendor shall obtain and maintain and cause its sub-contractors to obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Vendor under this contract. The Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Neither the Vendor nor its sub-contractors, under this agreement, are relieved of any liability or other obligations assumed or pursuant to the contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Vendor and any persons employed by Vendor for the performance of work hereunder shall be independent contractors and not agents of the University of Colorado. The University of Colorado reserves the right to negotiate additional insurance requirements.

- Commercial General Liability ISO most current form or its equivalent. Coverage to include:
- Premises and Operations, Liability assumed under an Insured Contract (including defense costs), Independent Contractors.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Liquor Liability, if applicable	\$1,000,000

 Automobile Liability including Owned Vehicles, Non-owned Vehicles, Hired Vehicles Combined single limit (Each Accident) \$1,000,000

Excess/Umbrella Liability

Each Occurrence Limit	\$1,000,000
General Aggregate	\$1,000,000

• Workers Compensation (This requirement shall not apply when a Vendor or subcontractor is exempt under Colorado Workers' Compensation Act)

> Coverage A (Workers' Compensation) Coverage B (Employers Liability)

Statutory \$100.000 Each Accident \$100,000 Disease Each Employee \$500,000 Disease Policy Limit

ADDITIONAL INSURANCE REQUIREMENTS

- 1. The Vendor shall provide a Certificate of Insurance (COI) before commencing work or entering University of Colorado premises. The certificate holder shall be The Regents of the University of Colorado, a body corporate, 1945 N. Wheeling Street, Mail Stop F410, Aurora CO 80045.
- 2. All insurers must be licensed or approved to do business within the State of Colorado, must possess a minimum A.M. Best's Insurance Guide rating of A VII and all policies must be written on a per occurrence basis.
- 3. The Vendor shall name "The Regents of the University of Colorado. a body corporate" as an Additional Insured.
- 4. A waiver of subrogation in favor of the University of Colorado must apply.
- 5. The University of Colorado requires that all policies of insurance are written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University of Colorado.
- 6. The Vendor agrees that the insurance requirements do not reduce the Vendor's liability assumed in the agreement.
- 7. Failure of the Vendor to fully comply with these requirements may be considered a material breach of contract and may be cause for immediate termination of the contract at the option of the University of Colorado.
- 8. The parties hereto understand and agree that The University of Colorado is relying on and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.
- 9. The University and Vendor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.



SAMPLE Certificate of Insurance (COI)

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EXHIBIT B Food Trucks and Trailers Fire Safety Guidelines

Fire Safety <u>Check</u> List

LPG Containers

- All containers shall be approved for LPG and their application. (NFPA 58 6.24.3)
- The LP-Gas supply system, including the containers, shall be installed either on the outside of the vehicle or in a recess or cabinet vapor tight to the inside of the vehicle but accessible from and vented to the outside. (NFPA 58 6.24.3.3)
- Vents from vapor tight cabinets shall be near the top and bottom of the enclosure and 3ft horizontally away from any opening into the vehicle below the level of the vents. (NFPA 58 6.24.3.3)
- Containers shall be mounted securely on vehicles or within the enclosing recess or cabinet. (NFPA 58 6.24.3.4)
- Container fasteners shall be designed and constructed to withstand four times the weight of the container filled with fuel. (NFPA 58 6.24.3.4(B))
- Cylinders shall have permanent protection for cylinder valves and connections. (NFPA 58 6.24.3.4(G))
- Cylinder weather protection shall be provided. (NFPA 58 6.24.3.4(H))
- Containers and Cylinders shall not be installed, transported or stored inside the vehicle. (NFPA 58 6.24.3.2)
- Containers shall not be filled beyond approved limits. (NFPA 58 6.24.9.2)
- Vehicles having containers with water capacities over 300 gallons require further approvals. Consult local Fire Marshal. (NFPA 58 table 6.24.3.1(C))

LPG Appurtenances

- Main shut-off valves on containers shall be readily accessible. (NFPA 58 6.24.4.1(3))
- Regulators shall be installed with the pressure relief vent opening pointing vertically downward. (NFPA 58 6.24.4.2(A))
- Regulators not installed in compartments shall be equipped with a durable cover. (NFPA 58 6.24.4.2(B))
- Vehicle mounted regulators installed below the floor level shall be installed in a compartment that protects them from weather and wheel spray. (NFPA 58 6.24.4.2(C))
- Regulator compartments shall be vapor tight to the interior of the vehicle and vented to the outside. (NFPA 58 6.24.4.2(D))
- A regulator vent outlet shall be at least 2 in. above the compartment vent opening. (NFPA 58 6.24.4.2(E))

Piping

• Steel tubing shall have a minimum wall thickness of 0.049 in. (NFPA 58 6.24.5.1(A))



- A flexible connector shall be installed between the regulator outlet and the fixed pipe system. (NFPA 58 6.24.5.1(B))
- Flexibility shall be provided in the piping between a cylinder and the gas piping system or regulator. (NFPA 58 6.24.5.1(C))
- The fixed pipe system shall be designed, installed, supported and secured to minimize the possibility of damage due to vibration, strains, or wear and to preclude any loosening while in transit. (NFPA 58 6.24.5.1(F))
- Piping shall be installed in a protected location. (NFPA 58 6.24.5.1(G))
- Where piping is installed outside of a vehicle, it shall be installed as follows:
 - (1) Piping shall be under the vehicle and below any insulation or false bottom. •
 - (2) Fastening or other protection shall be installed to prevent damage due to vibration or abrasion.
 - (3) At each point where piping passes through sheet metal or a structural member, a rubber grommet or equivalent protection shall be installed. (NFPA 58 6.24.5(H))
- Gas piping shall be installed to enter the vehicle through the floor directly beneath or adjacent to the appliance served. (NFPA 58 6.24.5(I))
- If a branch line is installed. The tee connection shall be located in the main gas line under the floor and outside the vehicle. (NFPA 58 6.24.5(J))
- Exposed parts of the fixed piping system either shall be corrosion-resistant material or shall be coated or protected to minimize exterior corrosion. (NFPA 58 6.24.5(K))
- Piping systems, including hose, shall be pressure tested and proven free of leaks. (NFPA 58 6.24.5(M))
- There shall be no fuel connections between a tractor and trailer or other vehicle units. (NFPA 58 6.24.5.2)

LPG Appliances

- All appliances installed on vehicles shall be approved. (NFPA 58 6.24.7.2)
- Gas fired heating appliances shall be equipped with shutoffs. (NFPA 58 6.24.7.4)
- Gas-fired heating appliances and water heaters shall be equipped with automatic devices designed to shut off the flow of gas to the main burner and the pilot in the event the pilot flame is extinguished. (NFPA 58 6.24.7.11)
- Where an appliance is designed to be in operation while the vehicle is in transit such as a heater or cooler, means to stop the flow of gas in the event of a line break, such as an excess-flow valve, shall be installed. (NFPA 58 6.24.7.3)
- Gas-fired heating appliances, other than ranges and illuminating appliances installed on vehicles intended for human occupancy, shall be designed or installed to provide for a complete separation of the combustion system from the atmosphere inside the vehicle. (NFPA 58 6.24.7.5)
- Appliances installed in the cargo space of the vehicle shall be readily accessible whether the vehicle is loaded or empty. (NFPA 58 6.24.7.7)
- Appliances shall be constructed or otherwise protected to minimize possible damage or impair operation due to cargo shifting or handling. (NFPA 58 6.24.7.8)

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- Appliances shall be located so that a fire at any appliance will not block egress of persons from the vehicle. (NFPA 58 6.24.7.9)
- A permanent caution plate shall be affixed to either the appliance or the vehicle, outside any enclosure, shall be adjacent to the container(s), and shall include the following instructions:

Caution:

- 1. Be sure all appliance valves are closed before opening LPG container valve.
- 2. Connections at the appliances, regulators, and containers shall be checked periodically for leaks with soapy water or its equivalent.
- 3. Never Use a match or flame to check for leaks. 4. Container valves shall be closed when equipment is not in use. (NFPA 58 6.24.7.10)

Hood System/Hood Suppression

- A type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors. (IFC Section 609.2)
- Each required Type 1 hood shall be protected with an approved automatic fire-extinguishing system. (IFC 904.2.1)
- The ventilation system in connection with hoods shall be operated at the required rate of air movement, and classified grease filters shall be in place when equipment under the kitchen grease hood is used. (IFC 609.3.1)
- Cooking hoods shall be cleaned at regular intervals. If during an inspection it is found that the hood and related equipment has a buildup of grease, all components shall be cleaned. (IFC Section 609.3.3.2)
- The suppression systems shall be serviced at least every six months and have a current Fire Marshal's tag affixed to it. (IFC 904.11.6.2)

Fire Extinguishers

- Vehicles containing cooking equipment shall be equipped with at least one fire extinguisher with not less than a 2A10BC classification. (NFPA 58 6.24.8.1, IFC 906.3)
- A Class K fire extinguisher shall be provided for any cooking media with an appreciable depth of vegetable or animal oils or fats. (IFC 906.4, 904.11.5, UCA 15A-5-102(1))
- Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and immediately available for use. (IFC 906.5)

Out of Service: Parking, Servicing and Repair

- The fuel system shall be leak free. (NFPA 58 6.24.9.2)
- The LPG container shut off valve shall be closed when appliances are not in use. (NFPA 58 6.24.9.3)
- The vehicle shall not be parked near sources of heat, open flame, or similar sources of ignition, or near unventilated pits. (NFPA 58 6.24.9.4)

Fire Department Access and Scene Safety

• Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. (IFC 503.4)



- Unobstructed access to fire hydrants shall be maintained at all times. (IFC 507.5.4)
- Approved access shall be provided and maintained for all fire protection equipment (i.e. control valves, fire department connections, etc.) to permit immediate safe operation and maintenance of such equipment. Storage of trash and other materials or objects (i.e. tables and chairs, heaters, etc.) shall not be placed or kept in such a manner that would prevent such equipment from being readily accessible. (IFC 509.2)

Electrical

- All electrical hazards shall be abated. (IFC 605.1) Note: As the prevailing standard is the National Electric Code installations not complying with this standard should be approved by an electrical engineer.
- Electrical panels shall be accessible. (IFC 605.3) Note: Although the code requires a 30 inch width inspectors may use some discretion due to the limited space.
- Extension cords shall not replace permanent wiring and shall not pass through walls ceilings, floors, or under doors and shall not be subject to physical impact. (605.5) Note: Flexible cords between the generator or other power source and the food truck or trailer may be acceptable.
- Open junction boxes and open-wiring splices shall be prohibited. (605.6)
- Generators shall be installed, maintained and used in a manner that does not present a hazard to the public or vehicle occupants as approved by the Fire Code Official. Portable generator manufacturers may specify the minimum distance from the vehicle for use. Local jurisdictions may also specify a required distance from the vehicle for use. (IFC 313.1.1)
- Generators shall only be fueled at motor vehicle fueling stations or on property owned, leased or rented by the food truck vender. (IFC 313.1.1)

General

• Smoking is prohibited within 25 feet of the LPG container (IFC 310, 6107.2), at locations on or adjacent to the LPG container, and at the serving window. Text: 2" block letters in a contrasting color to the background "FLAMMABLE GAS NO SMOKING WITHIN 25 FEET."

Recommendations

- Fire officials are encouraged to patiently work with existing food trucks to bring them up to an appropriate level of safety. If a food tuck has received approval under a previous code, that code should apply similar to how we enforce the code on buildings built under a previous code.
- Trucks have an annual fire inspection
- It is recommended that:
 - Only fryers controlled by a thermostat be used. No stove top fryers.
 - Fryers be covered with an approved cover when in transit.
 - Fryers be allowed to cool for a minimum of 30 minutes before transit.
 - New oil only be stored in original containers.
 - Used oil, which has been drained from the fryer, not be transported in the food truck.

<u>Note</u>: Fryers are the most dangerous appliance in a food truck.