

Food Truck on Site Agreement

between **Monroe One BOCES** of 41 O'Connor Rd, Fairport, NY 14450-1327 and

Business Name	
Business's Representative	
Street Address	
City	
State	
Zip + 4 Code	
Contact Telephone Number	
Emergency Telephone Number	
Business website	
Contact e-mail	

1. The invitation to be on Monroe One BOCES (M1B) site is by:

2. The date(s) and time(s) the Food Truck Business (FT) will be on site:

3. The FT services provided on the Monroe One BOCES (M1B) site will be:

4. Location of the food truck and any support that may be requested:

5. FT does covenant and agree to defend, indemnify and hold harmless M1B from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of M1B property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor, or subcontractor of FT.
6. FT understands and agrees that its use of M1B's property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as "incidental areas"). FT agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and all incidental areas.

7. FT shall provide a certificate of commercial general liability insurance, which will be reviewed by our insurance representative, not less than 2 weeks in advance of the first requested date of use.
- Minimum Required Insurance:
- a. **Commercial General Liability:** \$1,000,000 per Occurrence, \$2,000,000 Aggregate, and \$10,000 Medical Expense.
 - b. **Products and Completed Operations:** \$2,000,000
 - c. **Personal and Advertising Injury:** \$1,000,000
 - d. **Fire Damage:** \$100,000
 - e. **Automobile and Trailer Liability:** Combined single limit for owned, hired, borrowed and non-owned motor vehicles \$1,000,000 and trailers \$500,000.
 - f. **Worker's Compensation:** Form C-105.2 or U-26.3 and NYS **Disability Insurance** Form DB-120.1 (note that ACORD certificates are not acceptable). A person or organization seeking an exemption must file a **CE-200 Form** with the state and provide this as proof.
 - g. Name Monroe One BOCES as an additional insured, by endorsement CG 2026 or equivalent, verified by copy of the endorsement attached to the certificate of insurance.
 - h. Be an insurance policy from an A.M. Best "A-rated" or better insurer.
 - i. State that the organizations coverage shall be primary and non-contributory for M1B, including the M1B board, employees, and volunteers and include a waiver of subrogation in favor of M1B for all coverages including workers compensation.
 - j. Provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms.
 - k. Indicate whether the insurance producer is an agent for the company or companies providing coverage.
8. FT acknowledges that failure to maintain the insurances described above constitutes a material breach of contract, this Agreement, and so subjects FT to liability for damages, indemnification, and all other legal remedies available to M1B.
9. FT further acknowledges that M1B is a member/owner of the New York Insurance Reciprocal (NYSIR) and that the commercial general liability insurance requirements above intend to benefit not only M1B but also the NYSIR as the district's insurer.
10. FT agrees that serving food at this facility use will comply with Monroe County Health Department regulations and will provide copies of licenses and menus as attachments to this agreement.
11. FT warrants to M1B that in exchange for permission to use its facilities and incidental areas:
- a. FT property or materials will not be stored on M1B site.
 - b. FT will provide proper supervision and security for itself while on site.
 - c. FT warrants it will uphold the law.
 - f. FT will repair and restore any damage FT has caused such that the site is left in good order.
 - g. FT indemnifies M1B from its responsibility for any claims for loss or damage or injury to persons or property in connection with this use.

12. The undersigned represents that he or she is over 21 years of age and authorized to make this agreement on behalf of FT and that FT will perform all obligations of this agreement:

FT Signature	
Date of Signature	
Printed Name of Signatory	
Title	

13. Please include this signed agreement with certificate of insurance and other required documents to **Monroe One BOCES, Attn: Samantha Jensen, 41 O'Connor Rd, Fairport, NY 14450-1327.**

14. This agreement will be valid when insurance documents are received and when counter signed by M1B below. A copy will be returned to the FT address of record.

15. Validation for this Facilities USE Agreement from M1B:

Signature	
Date of Signature	
Printed Name of Signatory	Lisa N. Ryan
Title	Assistant Superintendent of Finance & Operations