FOOD TRUCK VENDOR

LEASE AGREEMENT & OPERATIONAL RULES

Lee College Campus • Baytown, Texas

In Partnership with Café 34

Administered by the Auxiliary Services Department

AGREEMENT PARTIES & EFFECTIVE DATE

Agreement Date: _____

Effective Date: _____

Expiration Date: _____

LESSOR:

Institution: Lee College

Department: Auxiliary Services Department

Campus Address: 511 South Whiting Street, Baytown, TX 77520

Director of Auxiliary Services: _____

Phone: _____

Email: _____

VENDOR / LESSEE:

Business Name: _____

Owner / Operator Name: _____

Mailing Address: _____

City, State, ZIP: _____

Phone: _____

Email: _____

City of Baytown Health Permit No.: _____

Texas Food Handler Certification No.: _____

Liability Insurance Policy No.: _____

Insurance Provider & Phone: _____

Commercial Auto Policy No.: _____

POS System / Provider: _____

SECTION 1: PURPOSE & AUTHORIZATION

This Food Truck Vendor Lease Agreement ("Agreement") is entered into by and between Lee College ("College") and the above-identified Vendor / Lessee ("Vendor") for the purpose of authorizing the Vendor to operate a mobile food service unit ("Food Truck") on designated Lee College property located in Baytown, Texas.

This Agreement is established in conjunction with Café 34, the College's campus dining program, and is administered by the Lee College Auxiliary Services Department. All food truck operations on College property are subject to the terms, conditions, and rules set forth in this Agreement.

1.1 Director Approval Requirement

No food truck vendor may operate on Lee College property without prior written approval from the Director of Auxiliary Services. Approval is not transferable and must be renewed annually or as determined by the Director. The Director retains sole discretion to approve, deny, suspend, or revoke vendor authorization at any time.

1.2 Café 34 Partnership

This Agreement operates in conjunction with Café 34, Lee College's on-campus dining program. Food truck operations must complement — not duplicate — Café 34's core menu offerings. The College reserves the right to regulate menu items in consultation with Café 34 management to avoid direct competition with campus dining services.

> **IMPORTANT — LEE COLLEGE COVERAGE DOES NOT EXTEND TO VENDORS**
>
> Lee College's institutional risk coverage does not extend to food truck vendors or their employees, customers, or operations. Vendors are not considered "Covered Persons" under the College's liability or automobile coverage agreements. The College bears no liability for bodily injury, property damage, foodborne illness, or any other claim arising from vendor operations. Each vendor is solely and independently responsible for maintaining all required insurance coverages described in Section 5 of this Agreement.

SECTION 2: DESIGNATED LOCATION & OPERATING SCHEDULE

2.1 Approved Location

The Vendor is authorized to operate at the following designated location(s) on Lee College property:

Approved Location(s): _____

Designated Space(s): _____

The Vendor shall not operate outside of the approved location(s) without prior written authorization from the Director of Auxiliary Services. Setup, service, and breakdown must remain within the designated footprint. Unauthorized relocation of the food truck on campus is grounds for immediate suspension.

2.2 Operating Days & Hours

Approved Operating Days: _____

Approved Operating Hours: _____

Operating hours are subject to change at the discretion of the Director of Auxiliary Services, with reasonable advance notice provided to the Vendor when practicable.

2.3 Setup & Breakdown

- Vendor must arrive and complete setup no later than 30 minutes before approved service hours begin.
- Breakdown and departure must be completed within one (1) hour of approved service hours ending.
- Vendor vehicles and trailers must not block campus traffic flow, fire lanes, emergency access routes, or ADA-compliant pathways at any time.
- Vendor is responsible for clearing all equipment, supplies, and waste from the designated area at the conclusion of each service day.

SECTION 3: REVENUE SHARING & FINANCIAL TERMS

3.1 Revenue Share

In consideration for the privilege of operating on Lee College property, the Vendor agrees to remit to Lee College a revenue share equal to twenty percent (20%) of gross sales revenue generated from all operations conducted on College property under this Agreement.

REVENUE SHARE SUMMARY

20% of Gross Sales Revenue

Remitted to Lee College Auxiliary Services Department

3.2 Reporting & Remittance Schedule

- The Vendor shall submit a sales report to the Director of Auxiliary Services on a monthly basis, no later than the 10th day of the following month.
- Revenue share payments shall accompany each monthly sales report.
- Sales reports must be generated directly from the Vendor's approved POS system and must reflect all on-campus transactions.
- Annual reconciliation may be conducted by the College at the end of each fiscal year.

3.3 Point-of-Sale (POS) System Requirement

The Vendor is required to operate a fully functional electronic Point-of-Sale (POS) system at all times during campus operations. The POS system must:

- Track all transactions and generate detailed sales reports by date;
- Accept multiple payment methods including cash, debit card, and major credit cards (Visa, Mastercard, American Express, Discover);
- Be available for inspection and auditing by the Director of Auxiliary Services or designated College representative upon request;
- Retain transaction records for a minimum of three (3) years.

Failure to maintain a functioning POS system during campus operations constitutes a violation of this Agreement and may result in suspension of operating privileges until compliance is restored.

3.4 Audit Rights

Lee College reserves the right to audit the Vendor's sales records related to campus operations at any time upon reasonable notice. The Vendor shall cooperate fully with any audit and provide access to POS records, receipts, and financial documentation as requested.

SECTION 4: HEALTH, SAFETY & REGULATORY COMPLIANCE

4.1 City of Baytown Health Department Regulations

The Vendor shall, at all times, comply with all applicable rules, regulations, and requirements of the City of Baytown Health Department governing mobile food service units. This includes but is not limited to:

- Maintaining a current, valid City of Baytown Mobile Food Vendor Health Permit;
- Passing all required health inspections prior to the start of operations and throughout the term of this Agreement;
- Adhering to all food handling, storage, preparation, and temperature safety standards as prescribed by the Baytown Health Department and Texas Department of State Health Services;
- Displaying a current health permit in a visible location on or within the food truck at all times during operation;
- Immediately reporting any failed health inspection to the Director of Auxiliary Services;
- Complying with any corrective action required by the Baytown Health Department within the timeframe specified by that agency.

The Vendor is solely responsible for obtaining, maintaining, and renewing all required permits and licenses. Lee College is not responsible for any regulatory fees, fines, or penalties imposed on the Vendor by any governmental agency.

4.2 Proof of Permits & Licenses — Submission Required

Prior to the commencement of operations and at each annual renewal, the Vendor must submit to the Director of Auxiliary Services copies of all of the following:

- Current City of Baytown Mobile Food Vendor Health Permit;
- Any applicable Texas Department of State Health Services permits or registrations;
- All food handler certifications for the Vendor and any employees who will operate on campus;
- Certificate of Insurance as described in Section 5 of this Agreement;
- Current commercial automobile insurance documentation;
- Any other permits or licenses required by applicable law.

Operations may not begin or continue if any required document is expired, suspended, or has not been submitted to and approved by the Director of Auxiliary Services.

STRICT LIABILITY NOTICE — FOOD PRODUCTS

Under Texas law and applicable federal regulations, vendors that manufacture, distribute, or sell food products are subject to strict liability for injuries or illnesses caused by contaminated or defective food. This means the Vendor may be held legally responsible for foodborne illness or injury regardless of whether negligence is proven. The Vendor acknowledges this legal exposure and agrees that maintaining adequate insurance, proper food handling practices, and current health permits are essential conditions of this Agreement.

4.3 Food Safety Practices

- All food truck personnel must possess applicable food handler certifications as required by the City of Baytown and/or the State of Texas.
- Vendor shall maintain food products at required safe temperatures and use appropriate storage containers at all times.
- Vendor shall not prepare, sell, or serve food items that have been recalled or identified as unsafe by any food safety authority.
- Single-use disposable service items must be used where required by health regulation.

4.4 Fire Safety & Equipment

- All cooking equipment must comply with applicable fire safety codes and must be properly maintained with current inspections.
- The food truck must be equipped with working fire suppression systems and fire extinguishers appropriate to the type of cooking performed.
- Vendor shall not use open-flame equipment outside of the food truck unless explicitly approved by the College and Baytown Fire Department.
- A clear 10-foot radius around all cooking and heating equipment must be maintained at all times.

4.5 Waste & Sanitation

- The Vendor is responsible for proper disposal of all waste generated during operations, including food waste, grease, wastewater, and packaging.
- Grease disposal must be handled in accordance with City of Baytown regulations. Grease shall not be poured into campus drainage systems, storm drains, or trash receptacles.

- The Vendor shall supply and maintain a sufficient number of trash receptacles in the immediate area of the food truck and remove waste at the end of each operating day.
- The designated operating area must be left clean, free of debris, spills, and residue after each service.

SECTION 5: LIABILITY INSURANCE

5.1 Vendor's Independent Insurance Obligation

Lee College's institutional coverage does not extend to food truck vendors, their employees, customers, or any operations conducted under this Agreement. The Vendor is solely responsible for obtaining and maintaining independent insurance coverage sufficient to protect against all risks associated with its campus operations, including but not limited to bodily injury, property damage, foodborne illness, product liability, and automobile liability.

5.2 Required Coverages

The Vendor shall obtain and maintain, at its own expense and for the entire duration of this Agreement, the following minimum insurance coverages:

Coverage Type	Minimum Required Limit
Commercial General Liability	$1,000,000 per occurrence / $2,000,000 aggregate
Products & Completed Operations (incl. foodborne illness / product liability)	$1,000,000 per occurrence
Commercial Automobile Liability (owned, hired & non-owned vehicles)	**$1,000,000 Combined Single Limit (CSL)**
Workers' Compensation	As required by Texas law

NOTE — AUTOMOBILE LIABILITY LIMIT

The commercial automobile liability limit has been set at $1,000,000 Combined Single Limit (CSL) based on risk guidance from Lee College's insurance advisors. This higher limit is recommended given the nature of mobile food truck operations, which involve vehicle movement to and from campus. All owned, hired, and non-owned automobiles used in conjunction with campus operations must be covered.

5.3 Products & Completed Operations / Food Product Strict Liability

The Vendor's General Liability policy must include Products and Completed Operations coverage that explicitly covers foodborne illness, food contamination, and defective food product claims. This requirement reflects the strict liability standard applicable to entities that manufacture, distribute, or sell food products under Texas law, under which the Vendor may be held liable for illness or injury regardless of negligence. The Vendor's insurance coverage must be adequate to respond to such claims.

5.4 Certificate of Insurance & Additional Insured Requirement

Prior to commencing operations, and upon each annual renewal, the Vendor shall furnish the Director of Auxiliary Services with a Certificate of Insurance that meets all of the following requirements:

- Names "Lee College, 511 South Whiting Street, Baytown, Texas 77520" as an Additional Insured on the Commercial General Liability policy;
- Provides a minimum of thirty (30) days' advance written notice to Lee College of cancellation, non-renewal, or material change in coverage;
- Lists all required coverage types and limits as specified in Section 5.2;
- Identifies the insurer(s) by name and policy number(s);
- Is issued by an insurer authorized to do business in the State of Texas.

Naming Lee College as an Additional Insured is a best practice and a mandatory condition of this Agreement. The Certificate of Insurance must be renewed annually and the updated certificate submitted to the Director of Auxiliary Services before the renewal term begins.

5.5 No Lapse in Coverage

Failure to maintain any required insurance coverage at any time during the term of this Agreement is grounds for immediate suspension of campus operations. The Vendor may not resume operations until current proof of coverage has been submitted to and accepted by the Director of Auxiliary Services.

5.6 Proof of Insurance — Submission at Approval & Renewal

As a condition of initial approval and each annual renewal, the Vendor must submit to the Director of Auxiliary Services:

- A current Certificate of Insurance (as described in Section 5.4);
- A copy of the declarations page for each required policy;
- Proof of commercial automobile coverage covering all vehicles used in campus operations;
- Any endorsements confirming Additional Insured status for Lee College.

5.7 Indemnification

The Vendor agrees to indemnify, defend, and hold harmless Lee College, its Board of Regents, officers, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Vendor's operations on College property, including but not limited to claims arising from personal injury, property damage, foodborne illness, product liability, or violation of applicable law. This indemnification obligation is independent of and in addition to the Vendor's insurance requirements.

SECTION 6: CONDUCT, CAMPUS RULES & VENDOR STANDARDS

6.1 Professional Conduct

- All food truck operators and employees must conduct themselves professionally and courteously at all times on College property.
- Vendor and its employees must comply with all Lee College campus policies, including tobacco-free/smoke-free campus policies.
- Disruptive, threatening, or offensive behavior toward students, faculty, staff, or other vendors will result in immediate removal and may result in permanent revocation of operating privileges.
- Alcohol or controlled substances are strictly prohibited on College property during all vendor operations.

6.2 Signage & Marketing

- All vendor signage and marketing materials displayed on campus must be approved in advance by the Director of Auxiliary Services.
- Vendor shall not distribute flyers, post signage, or conduct solicitation beyond the designated operating area without prior written approval.
- Pricing menus must be clearly posted and visible to customers at all times.

6.3 Noise & Nuisance

- Vendor shall not use amplified music, public address systems, or loudspeakers without prior written authorization.
- Generator operation must not create excessive noise that disrupts campus activities or academic instruction.
- Vendor shall take reasonable measures to prevent smoke, odors, or emissions from impacting adjacent buildings.

6.4 Vehicle & Equipment Standards

- The food truck and all associated equipment must be kept clean, sanitary, and in good working condition at all times.
- The exterior of the food truck must be professionally maintained and free of offensive or inappropriate imagery.
- The College may require removal of any vehicle or equipment deemed unsightly or in disrepair.

6.5 Campus Utilities

- Access to campus electrical or water utilities must be explicitly authorized by the Director of Auxiliary Services and included in this Agreement.
- Unauthorized use of campus utilities is prohibited and may result in immediate suspension and recovery of usage costs.

SECTION 7: TERM, RENEWAL & TERMINATION

7.1 Initial Term

This Agreement shall be effective from the date executed by both parties and shall remain in effect for one (1) year, unless earlier terminated.

7.2 Renewal

This Agreement may be renewed for successive one-year terms upon written agreement of both parties and re-approval by the Director of Auxiliary Services. Continued operations without a fully executed renewal agreement are not permitted.

7.3 Termination by the College

- For cause (material breach), upon written notice, effective immediately or as specified;
- For convenience, upon thirty (30) days' written notice;
- Immediately, without notice, if the Vendor poses an imminent health, safety, or security risk.

7.4 Termination by the Vendor

The Vendor may terminate upon thirty (30) days' written notice. All outstanding revenue share payments and reports must be submitted within ten (10) days of the effective termination date.

7.5 Effect of Termination

Upon termination or expiration, the Vendor shall immediately cease operations, remove all equipment, and settle all outstanding financial obligations within ten (10) business days.

SECTION 8: GENERAL PROVISIONS

8.1 Non-Exclusivity

This Agreement does not grant the Vendor exclusive rights to any campus location. Lee College reserves the right to authorize additional food truck vendors, events, or dining programs at any time.

8.2 Non-Assignment

The Vendor may not assign, sublet, or transfer any rights or obligations under this Agreement to any third party without the prior written consent of the Director of Auxiliary Services.

8.3 Entire Agreement

This Agreement constitutes the entire agreement between Lee College and the Vendor regarding food truck operations on College property and supersedes all prior oral or written communications on the subject matter. Any amendments must be in writing and signed by both parties.

8.4 Governing Law

This Agreement shall be governed by the laws of the State of Texas. Any disputes shall be resolved in the appropriate venue in Harris County, Texas.

8.5 Severability

If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.6 Force Majeure

Neither party shall be held liable for failure to perform due to circumstances beyond their reasonable control, including natural disasters, public health emergencies, or governmental orders.

SECTION 9: FOOD TRUCK VENDOR RULES — QUICK REFERENCE

The following rules summarize the key operational requirements for all food truck vendors operating on Lee College property. These rules are incorporated by reference into this Agreement and are binding on the Vendor and all employees.

RULE 1 — DIRECTOR APPROVAL

- Written approval from the Director of Auxiliary Services is required before any operations begin.
- Approval must be renewed annually and is not transferable.
- The Director may revoke approval at any time for violation of this Agreement or campus policies.

RULE 2 — PROOF OF PERMITS & LICENSES

- A current City of Baytown Mobile Food Vendor Health Permit must be maintained and displayed at all times.
- Copies of all current permits, licenses, and food handler certifications must be submitted to the Director of Auxiliary Services before operations begin and at each renewal.
- Failed health inspections must be reported to the Director immediately.
- Operations may not continue if any required permit is expired or suspended.

RULE 3 — POS SYSTEM

- A functioning electronic POS system is required at all times during campus operations.
- The POS must accept cash, debit, and major credit cards.
- Monthly sales reports generated from the POS must be submitted to the College by the 10th of each month.
- POS records must be retained for three (3) years and available for audit upon request.

RULE 4 — REVENUE SHARE

- 20% of gross sales generated on campus must be remitted to Lee College monthly.
- Revenue share payments accompany the monthly POS sales report.
- Failure to submit timely reports or payments may result in suspension of operating privileges.

RULE 5 — LIABILITY INSURANCE (UPDATED)

- Lee College's institutional coverage does NOT extend to food truck vendors. Vendors must carry independent coverage.
- Commercial General Liability: minimum $1,000,000 per occurrence / $2,000,000 aggregate — must include product liability and foodborne illness coverage.
- Commercial Automobile Liability: minimum $1,000,000 Combined Single Limit (CSL) — must cover all owned, hired, and non-owned vehicles.
- Workers' Compensation as required by Texas law.
- A Certificate of Insurance naming Lee College as Additional Insured must be on file before operations begin and renewed annually.
- Copies of all policy declarations pages and endorsements must be submitted to the Director of Auxiliary Services.
- Coverage may not lapse at any time during the Agreement term. Lapse = immediate suspension of operations.

RULE 6 — CAMPUS CONDUCT & SITE STANDARDS

- Vendor and employees must be professional and courteous at all times.
- The food truck area must be cleaned and left free of waste and debris after each service day.
- No amplified sound without prior written approval.
- Alcohol, tobacco, and controlled substances are prohibited on campus during operations.
- Vendor must remain within the designated operating footprint at all times.
- Fire lanes, ADA pathways, and emergency access must remain clear at all times.

SECTION 10: SIGNATURES & EXECUTION

By signing below, the parties agree to be bound by all terms and conditions of this Food Truck Vendor Lease Agreement & Rules. The Vendor affirms that it has read, understands, and accepts all provisions, including the insurance requirements, strict liability notice, and the acknowledgment that Lee College's institutional coverage does not extend to Vendor operations.

FOR LEE COLLEGE:	**FOR VENDOR / LESSEE:**
_____	_____
Signature	Signature
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

For office use only — received and processed by:
Director of Auxiliary Services | Lee College | Baytown, Texas 77520