

DINE-OUT FUNDRAISING FOOD SERVICE AGREEMENT

For each item sold \$_____ Dollar Amount [Or percentage] goes to _____ (VENDOR) and \$_____ Dollar Amount [Or percentage] goes to the _____ (DISTRICT ORGANIZATION).

1. This DINE-OUT FUNDRAISING FOOD SERVICE AGREEMENT (AGREEMENT) is made between Catalina Foothills Unified School District No. 16, (DISTRICT) and VENDOR. The food service/sale period shall begin on [_____] MM/DD/YYYY at _____ [A.M./ P.M.] and end on [_____] MM/DD/YYYY at _____ [A.M./ P.M.]
2. The food is to be sold at _____
[e.g., Restaurant name and location].
3. VENDOR'S sole compensation shall be its share of the menu item price, as set forth above. There shall be no other charges to DISTRICT. VENDOR shall maintain records of the number of menu items sold. The division of the sale proceeds shall be determined and the District's share of the sales shall be paid to the District within 30 days after the conclusion of the event.
4. VENDOR shall be solely responsible for preparing and selling the menu items, as well as the use of its equipment and the supervision of that use and equipment and will be solely responsible for any damage to its equipment.
5. VENDOR agrees to follow all applicable laws, ordinances and regulations, including but not limited to all applicable requirements of the Pima County Health Department.
6. VENDOR shall indemnify, defend, and hold harmless DISTRICT, DISTRICT ORGANIZATION, and its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, DISTRICT ORGANIZATION, and its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by VENDOR and/or its employees, agents, representatives, or subcontractors, injuries occurring on VENDOR's premises or in whole or in part out of the failure of or defects in equipment and menu items provided.
7. This AGREEMENT may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference. This reference states either party may cancel anytime within three years.
8. This contract shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the mandatory contract provisions of state agencies and political subdivisions required by statute, administrative code, or executive order.
9. This AGREEMENT constitutes the full agreement between VENDOR and DISTRICT.

VENDOR NAME: _____

By my signature, I accept the terms of this food service agreement and have the authority to do so.

VENDOR: _____ Date: _____

By my signature, I accept the terms of this food service agreement.

DISTRICT REPRESENTATIVE: _____

Date: _____

TITLE: _____

Authorized Representative for Catalina Foothills Unified School District No. 16