

FOOD SERVICE CONTRACT

MENU ITEMS TO BE SOLD AND PRICE:

Menu Attached	Food Item	\$	Price
	Food Item	\$	Price
	Food Item	\$	Price
	Food Item	\$	Price

(For each item sold \$_____Dollar Amount goes to VENDOR and \$_____ Dollar Amount goes to the DISTRICT ORGANIZATION)

1. This Contract is made between Catalina Foothills Unified School District No. 16, (the "DISTRICT") and Jozarelli's Italian Food Truck (Vendor Name) 3175 W Starr Galaxy DR. Tucson, Az 85745 (Vendor Address), (the "VENDOR"), for the provision, preparation and sale of the above listed menu items. The food service/sale period shall begin on 8/11/23 (Month, Day, Year) at 6:30 A.M./P.M. and end on 8/11/23 (Month, Day, Year) at 9: A.M./P.M.
2. The food is to be sold at CFHS4300 E Sunrise Dr.Tucson, Az.85718 Location (e.g., School Name and School Address). DISTRICT grants VENDOR the right to enter the property at the said address for the delivery and removal of VENDOR'S equipment as well as the preparation and sale of the menu items. VENDOR agrees to have all equipment delivered, set up and ready for sales by the start time of the food service/sale period and to remove VENDOR's equipment within two hours of the end time of the food service/sale period. VENDOR is solely responsible for all of its equipment at all times.
3. VENDOR'S sole compensation shall be its share of the menu item price, as set forth above. There shall be no charges to DISTRICT, including no charge for the delivery or removal of VENDOR's equipment. 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 at the end of the food service/sale period, before VENDOR leaves the premises on the day 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, unless such damage is caused by the DISTRICT'S negligence.
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. Indemnification.

- A. VENDOR shall indemnify, defend, and hold harmless the DISTRICT and any of 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 the DISTRICT, 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 or in whole or in part out of the failure of or defects in equipment, menu items or food services provided.
 - B. The DISTRICT shall indemnify, defend, and hold harmless VENDOR and any of 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 VENDOR, 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 out of any act or omission by the DISTRICT and/or its employees, agents, representatives, or subcontractors.
7. Insurance. VENDOR, at its sole expense, shall provide and maintain a liability insurance policy with the minimum limits of one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage for any incident related to the services provided pursuant to this Contract. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. The foregoing coverage shall be effective at all times during the food service/sales period. The policy of insurance shall (1) be written as primary insurance and be non-contributing to any coverage of the DISTRICT, including any coverage provided by the Arizona School Risk Retention Trust, Inc.; (2) waive the VENDOR's Insurer's right of subrogation, or similar rights, against the DISTRICT, its officers, employees, agents, and representatives; and (3) name the DISTRICT and its officers, employees, agents, and representatives as additional insureds.
8. Entire Agreement. This Agreement constitutes the full agreement between VENDOR and the DISTRICT.
9. Weather Policy. During periods of severe weather conditions (i.e., rain, high winds, etc.), either party may cancel the reservation. In the event that the reservation is canceled due to severe weather prior to the set up of the equipment, the DISTRICT is entitled to a full refund of any deposit and/or fees paid in advance, if any.

VENDOR NAME: Joseph Sotomayor

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

VENDOR: Joseph Sotomayor Date: _____

Authorized Representative for Joseph Sotomayor (Vendor Name)

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

DISTRICT REPRESENTATIVE: 

Date: 7/28/2023

TITLE: Director of Finance

Authorized Representative for Catalina Foothills Unified School District No. 16

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company, S.I. If selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001



Insured's Name and Address
 Jozarellis Llc
 3175 W Starr Galaxy Dr
 Tucson, AZ 85745

Agent's Name, Address and Phone Number (Agt./Dist.)
 Randy Gene Cole
 1131 S LA CANADA DR STE 101
 GREEN VALLEY, AZ 85614
 (520) 393-7300 (133/408)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo Day Yr)	EXPIRATION (Mo Day Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory
				Each Accident \$,000
				Disease - Each Employee \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	02-XC3341-01	10/07/2022	10/07/2023	General Aggregate \$ 2,000,000
				Products - Completed Operations Aggregate \$ 2,000,000
				Personal and Advertising Injury \$ 1,000,000
				Each Occurrence \$ 1,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
				Businessowners Liability
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

Listed as Additional Insured

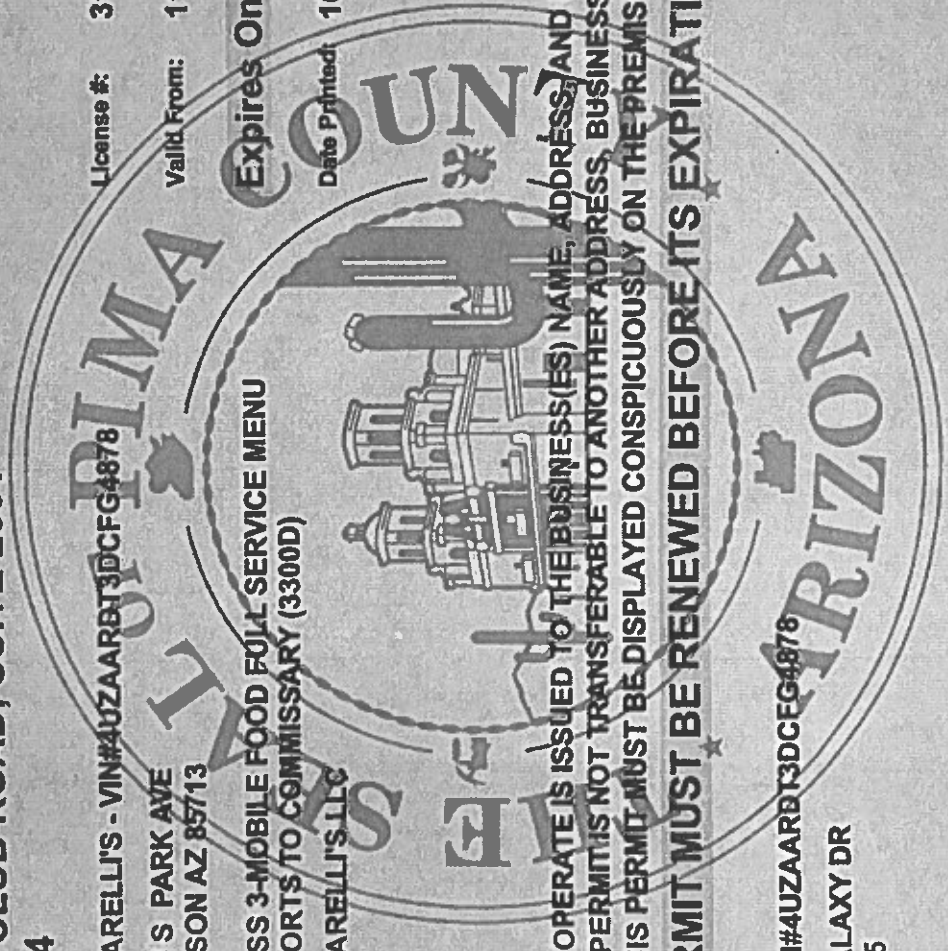
†The individual or partners Have shown as insured elected to be covered under this policy Have not
 ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
Catalina Foothills School District Number 16 2101 E. River Road Tucson, Arizona 85718	<input type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives *10 days unless different number of days shown.
	<input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue
DATE ISSUED 07/27/2023	AUTHORIZED REPRESENTATIVE Randy Cole

Permit to Operate

PIMA COUNTY HEALTH DEPARTMENT
ABRAMS PUBLIC HEALTH CENTER
3950 S. COUNTRY CLUB ROAD, SUITE 2301
TUCSON, AZ 85714

Name of Business: JOZARELLI'S - VIN#4UZAARB13DCFG4876 License #: 3120783
4525 S. PARK AVE Valid From: 11/01/2022
TUCSON AZ 85713
Type of Business: CLASS 3-MOBILE FOOD FULL SERVICE MENU Expires On: 10/31/2023
REPORTS TO COMMISSARY (3300D)
Owner of Business: JOZARELLI'S LLC Date Printed: 10/13/2022



THIS PERMIT TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS PERMIT IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON. THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.

THIS PERMIT MUST BE RENEWED BEFORE ITS EXPIRATION DATE.

JOZARELLI'S - VIN#4UZAARB13DCFG4876
3175 W STARR GALAXY DR
TUCSON AZ 85745

Loni Anderson
Loni Anderson, REHS, RS, Division Manager