



One Trinity Place, San Antonio, TX 78212

TRINITY UNIVERSITY
MASTER FACILITY USE AGREEMENT for Food Vendors

This Master Facility Use Agreement ("Facility Use Agreement" or "agreement") is made and entered into effective _____, by and between Trinity University, (hereinafter called "TRINITY"), and _____, (hereinafter called "USER"), whose principal place of business is _____, telephone _____, e-mail, _____.

Whereas TRINITY owns and operates, or lawfully controls the use of, the property ("PROPERTY") described in Exhibit A, and USER desires to use said PROPERTY, TRINITY agrees to make said PROPERTY and no other available to USER at the date(s) and time (s) and for the purposes referenced in Exhibit A and no other, and in consideration for being permitted to use PROPERTY for the stated purposes, USER agrees to provide the Services set out in Exhibit A and abide by the terms and conditions set out in this Agreement.

TERMS AND CONDITIONS

1. USER shall be solely responsible for all taxes, assessments and similar charges resulting from any revenue generated by User's use of the Property under this Facility Use Agreement, whether or not such revenue was collected by USER, TRINITY or a third party.
2. **LIMITED ACCESS.** USER, its employees, permitted subcontractors and agents, will have the right to access only those Trinity facilities that may be reasonably necessary to perform its obligations hereunder and will have no right to use or access any other Trinity facilities, including but not limited to Trinity kitchens and equipment. Trinity will provide to USER reasonable access to the its facilities, and will otherwise cooperate with USER, only as reasonably necessary for USER to perform its obligations under this Agreement.
3. **INDEPENDENT CONTRACTOR:** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties as creating the relationship of principal and agent, or partnership, or a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Fees, or any other provision contained herein, nor any of the acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than that of TRINITY and USER. This Facility Use Agreement is not and shall not be construed as a lease.
4. **INGRESS/EGRESS:** All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by USER and must not be used by USER for any purpose other than ingress to or egress from the premises.
5. **DAMAGE AND REPAIRS:** USER shall be solely responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. USER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of TRINITY.
6. **COMPLIANCE WITH LAW AND UNIVERSITY POLICY:** USER agrees to use and occupy the PROPERTY in accordance with all applicable municipal, state and federal laws, regulations, ordinances, rules, including but not limited to fire codes and the City of San Antonio Metro Health District codes. USER shall not be entitled to use the

PROPERTY for any unlawful purpose or for any purpose not agreed upon. USER and their employees and agents shall comply with all policies, rules and written or unwritten directives of TRINITY, including but not limited to Alcohol, Drugs, Weapons, Tobacco-Free, Anti-harassment, Sexual Misconduct, and Information Technology. TRINITY policies are available on its website.

7. SALES AND SOLICITATION: USER will not engage in sales or solicitation of sales of goods or services except as described in the "Purposes of use", above. All sales and solicitation will be conducted in accordance with TRINITY policies and procedures.
8. **NON-DISCRIMINATION: The parties to this Agreement will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of their status as protected veterans or individuals with disabilities, and prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**
9. PCI DSS COMPLIANCE: If USER is approved to process payment card transactions on campus, all transactions must be processed outside of TRINITY's network through the USER's own mobile Wi-Fi hotspot. TRINITY ITS must approve of the equipment/device for processing. USER represents and warrants that it is Payment Card Industry Data Security Standard ("PCI DSS") compliant and shall remain compliant during the Term of the Agreement, ensuring that the environment for the processing of transactions is done in compliance with PCI DSS. Should USER become PCI DSS non-compliant during the Term, USER shall promptly notify Trinity of its non-compliance status. USER agrees that no transactions will be processed using Trinity's network.
10. CERTIFICATIONS AND PERMITS: USER is responsible for obtaining and maintaining all required permits, licenses and certifications. USER is responsible for providing current health inspection report and copies of permits/licenses to TRINITY. All required permits, licenses and certifications must be clearly posted. If approved by TRINITY to serve alcohol, USER represents, warrants and agrees that alcoholic beverages will be (a) served in completion of the Services only when service of alcohol has been approved in writing by TRINITY prior to the specific catered event; (b) in compliance with the University's Alcohol Policy, accessible at <https://policies.trinity.edu/>. USER will require that all employees serving alcoholic beverages in completion of the Services have prior TABC certified server training and provide proof of training at each function.
11. ABANDONED PROPERTY: Any property left on the PROPERTY shall, after a period of ten days from the last day of the use under this agreement, be deemed abandoned and TRINITY may dispose of such property in TRINITY'S sole discretion. USER shall reimburse TRINITY for any costs associated with disposal or remediation of such property in any abandoned property.
12. NO ASSIGNMENT: This agreement is personal and USER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of TRINITY.
13. TERMINATION/CANCELLATION: TRINITY may terminate this agreement at any time in its discretion. To cancel this Agreement, TRINITY must be notified no later than two days prior to the event. Failure to notify by this deadline will result in the assessment of an administrative fee and any other cost, Additional Fees or other expense incurred by TRINITY.
14. FORCE MAJEURE: If the PROPERTY is rendered unsuitable for the conduct of the USER'S activity by reason of force majeure, TRINITY and the USER are released from their obligations under this contract. Force majeure

means fire, earthquake, hurricane, flood, act of God, strikes, pandemic, epidemic, or other outbreaks of disease or other infections, riots or civil commotions, war or any other cause like or unlike any cause mentioned which is beyond the control of TRINITY.

15. RELEASE AND INDEMNIFICATION:

A. TRINITY shall have no responsibility for the safety and/or security of any property belonging to USER or to those persons participating in the use of the PROPERTY by USER. USER expressly releases and discharges TRINITY for any and all liabilities for any loss, injury, including work-related claims, illness, including outbreaks of contagious or infectious disease, or damages to such persons or property.

B. USER agrees to hold TRINITY harmless and clear of any and all liabilities in connection with USER'S use of the PROPERTY. To the fullest extent permitted by law, USER agrees to indemnify, defend, and hold harmless TRINITY, its trustees, officers, employees, agents, and volunteers from any and all liabilities, claims, all injuries, including work-related claims, outbreaks of contagious or infectious disease of USER and their independent contractors, subcontractors, and agents, all auto liability claims of USER and its independent contractors, subcontractors, agents, demands, expenses or costs, including attorneys' fees, arising out of any breach by the USER of the USER's obligations or representations and warranties under this Agreement, and the acts or omissions of the USER or any of their suppliers, officers, agents, guests, affiliates, independent contractors or subcontractors with respect to providing the Services contemplated herein. Such right to indemnity under this Agreement shall be in addition to, rather than to the exclusion of, the rights of TRINITY at law or in equity. This Section shall survive any termination of this Agreement. USER further agrees to hold harmless and unconditionally indemnify TRINITY in any matter arising out of or related in any way to the use of the PROPERTY, against and for all liability, cost, expenses, claims and/or damages which TRINITY may at any time suffer or sustain or become liable for by reason of any accidents, damages, injuries or illnesses of any type or kind either to the persons or property or both (i) of USER, (ii) of any third parties, or (iii) of Trinity.

16. INSURANCE: USER shall maintain, at its sole cost, and provide evidence of the following types and limits of insurance throughout the term of this Agreement.

*Commercial General Liability insurance in the amount of at least two million dollars (\$1,000,000) per Occurrence; no sexual abuse exclusion; combined single limit for bodily injury and property damage with Trinity University endorsed as an Additional Insured;

*Products Liability insurance in an amount of at least two million dollars (\$2,000,000) per Occurrence with Trinity University endorsed as an Additional Insured;

*Business Auto Liability insurance in the amount of at least one million dollars (\$1,000,000) per Occurrence, combined single limit for Any Autos including owned, leased, non-owned and hired vehicles;

*Workers' Compensation insurance as required by law (Statutory Benefits) and Employer's Liability coverage of one million dollars (\$1,000,000) per occurrence covering all of USER's employees, agents, subcontractors. Neither TRINITY nor TRINITY's workers' compensation insurance shall cover USER or USER's employees, subcontractors or agents for any injuries or harm incurred by USER or USER'S employees, subcontractors or agents while performing services under this Agreement.

The insurance policies required under this Section, require notice to TRINITY 30 days before termination or restrictive amendment; must contain a waiver of subrogation rights as to TRINITY, contain cross-liability and severability of interests coverage, and be primary and non-contributory. USER shall provide TRINITY with Certificates of Insurance for all of the insurance policies required under this section with written endorsement of Trinity University as an Additional Insured where applicable and other evidence of the required coverage as requested at least 5 business days prior to the effective date of this Agreement.

If USER does not subscribe to Workers' Compensation, USER agrees to self-insure for injuries or illnesses to its employees, contractors, subcontractors, consultants, agents, etc. arising out of the scope of work for the Services rendered under this Agreement.

Such insurance shall be in full force and effective at all times USER, and any of their employees, agents, contractors is or are at the PROPERTY and shall name TRINITY as an additional named insured.

17. **BACKGROUND CHECKS:** As required by TRINITY policy, USER agrees that it will conduct local, state, and national criminal background checks and review of the national sex offender database, in addition to any other background checks required by applicable law and consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other possible factors, prior to allowing an employee to perform services on campus or to have access to TRINITY's Confidential Information, as determined by TRINITY, and will require the same of any subcontractors, agents, or consultants assigned to do work for TRINITY. A credit history report is also required for individuals who may be assigned to finance and accounting positions. Any individuals who have criminal or civil convictions may not be assigned to TRINITY without consultation with TRINITY in accordance with local, state, and federal law, including the Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions. TRINITY reserves the right to not allow assignment to Trinity. Any individuals with civil convictions related to financial wrongdoing including, but not limited to, embezzlement, fraud, money laundering, theft or other acts indicating dishonesty may not be assigned to TRINITY if such assignment would involve access to financial information, private personal information, social security numbers, or other types of confidential or proprietary information as determined by TRINITY. Any individuals who have criminal convictions that suggest that they could pose a threat to the health and safety of children may not be assigned to TRINITY if such assignment would involve access to or interaction with children. For any individuals who will have access to residence halls or other secure areas a criminal background check is required. This group includes, but is not limited to residence hall assistants, supervisors and counselors; Physical Plant and janitorial staff; food services, concessions, and auxiliary services personnel. Any individuals who have a criminal history may not be assigned to TRINITY if such assignment would involve access to residence halls or secure areas. This check must also include a social security trace to ensure identity.
18. **INDEPENDENT CONTRACTOR:** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third parties as creating the relationship of principal and agent, or partnership, or a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Fees, or any other provision contained herein, nor any of the acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than that of TRINITY and USER. This Facility Use Agreement is not and shall not be construed as a lease.
19. **RECITALS INCORPORATED:** All recitals in this Facility Use Agreement are incorporated into this Facility Use Agreement and constitute terms and conditions of this Facility Use Agreement.
20. **SEVERABILITY:** If any provision of this Facility Use Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Facility Use Agreement shall not be affected thereby.
21. **NO WAIVER.** Any failure or delay in the enforcement of the rights detailed in this Agreement by USER or TRINITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. USER and TRINITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.
22. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties. In the event of a conflict or inconsistency, the terms and provisions of TRINITY's Facility Use

Agreement shall govern and control.

23. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or electronic signature of a party shall have full force and effect.
24. GOVERNING LAW: This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. Each of the parties hereby consents to the jurisdiction of the state and federal courts in the State of Texas. Venue for its enforcement shall be in Bexar County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives as indicated by their signatures below, effective as of the date written above.

USER

TRINITY UNIVERSITY

SIGNATURE

SIGNATURE

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Note: Fully executed agreements are required for payment. Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative of Trinity University. To view the Authorized Representatives for Trinity please see the [Contract Policy and Procedures](#).

Department Review: _____ Date: _____
Print Name and Department

EXHIBIT A STATEMENT OF WORK

This Statement of Work is entered into pursuant to the Master Facility Use Agreement for Food Vendors between _____ (“USER”) and Trinity University (“TRINITY”) dated _____ between the parties. Except as otherwise expressly agreed in this Statement of Work, all terms and conditions set forth in the Master Facility Use Agreement for Food Vendors shall govern.

Department and Individual Requesting Food Services:

Professional Services/Deliverables:

Expected Attendance: _____

Property (Location): _____

Start Date: _____ Completion Date: _____

Start Time: _____ End Time: _____

Cost: _____

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their duly authorized officers or representatives as indicated by their signatures below, effective as of the date written above.

USER

Trinity University

Signature

Signature

Name

Name

Date

Date

This Exhibit is hereby incorporated into the Master Facility Use Agreement between Trinity and USER.