



FOOD TRUCK APPLICATION

The following information must be provided for an application to be reviewed by the Fort Bend ISD Enterprise Funds Department. All fields are required. Incomplete forms will not be considered. The vendor will be notified of approval status via email. Please submit the application and required documentation to:

Carmen Torres, Carmen.torres@fortbendisd.com with the subject line reading "FOOD TRUCK APPLICATION FORM"

Registered Company Name:

Company Classification (check one): Sole Proprietor Corporation Partnership

Address: City: State: Zip:

Company Authorized Representative's Name: Title:

Phone #: Fax #:

Cell #: Email:

Company Web Site: Toll Free Phone #:

Supervisor: Phone #:

References of other Texas school districts / governmental entities that you have conducted business with:

District/Gov't Name		Contact Name	
Business Address		Phone #	
Email Address		Event Type	
District/Gov't Name		Contact Name	
Business Address		Phone #	
Email Address		Event Type	
District/Gov't Name		Contact Name	
Business Address		Phone #	
Email Address		Event Type	

Company Representative's Initials



The following information shall provide the District with a basic understanding of the product or service being offered. All information must be completed for the application to be considered.

1. Basic description of company and the types of products or services offered (attach copies of product descriptions, promotional literature, sales, etc.):

2. The food truck menu with retail prices (can attach as an exhibit):

3. List cities / counties that your company holds a food permit with (include city name, permit number and attach permit copies to this form):

4. Are compostable, recyclable serving materials used? Provide examples of the serving materials you use.

5. List what events your company is interested in working (fundraisers, professional meetings, athletics, etc.):

6. Size of your food truck and type of equipment used on the truck (kitchen equipment, generator, plumbing, etc.):

7. What source(s) do you use for your food products (local, national, international, etc.)?

Company Representative's Initials



8. Share a success story for a governmental event you worked at. How did your participation benefit that organization?

9. List any legal claims and/or permit violations you've encountered in the past three years:

Requirements for insurance limits of liability:

COMMERCIAL GENERAL LIABILITY

GENERAL AGGREGATE	\$2,000,000
PRO/COMP/OPS AGGREGATE	\$1,000,000
AUTO LIABILITY	\$1,000,000
SEX ABUSE/CHILD MOLESTATION	\$300,000 Aggregate
PERSONAL & ADVERTISING	\$500,000
EACH OCCURRENCE	\$1,000,000
FIRE DAMAGE	\$100,000
MEDICAL EXPENSE	\$5,000
WORKERS COMPENSATION	Statutory Limits

Company Representative's Initials



FORT BEND ISD
Terms and Conditions for Food Truck Registration

1. APPROVED VENDOR. FBISD campuses and departments may utilize food trucks on District property for various reasons such as employee morale events or campus student/parent events. Approved Food Truck vendors for these activities will be listed on the District Enterprise Funds Department website. This approval will be effective for one (1) school year – July 1 through June 30. Each vendor must renew their status every July 1. A new application must be submitted each school year a vendor wishes to be listed on the approved list of food trucks.

2. FOOD TRUCK SELECTION PROCESS.
 - 2.1. Food truck companies are required to pay a non-refundable \$50 application fee to be considered for placement on the FBISD approved food truck vendor list. Applications will not be accepted nor reviewed without receipt of payment. The fee applies to each application a vendor submits.
 - 2.2. To obtain approved status, a food truck vendor must possess all required food handler’s permits, have no citations or permit violations on record, submit all required exhibits to this application and demonstrate proven customer satisfaction according to the references.
 - 2.3. Campuses and departments will determine, from the list of approved vendors, which Food Truck Company they wish to use based on the following criteria, but not limited to: suitability of use to their need, company’s capability, company’s product quality, reputation of the company; and whether the use of the company’s services will be beneficial to the campus/department and its community.
 - 2.4. Placement on the approved list of vendors for food truck events does not guarantee use of said services at events.
 - 2.5. Placement on the approved list of vendors for food truck events does not authorize companies to have access to facilities. Food Truck Companies shall be selected by FBISD campuses, departments or affiliated parent organizations through FBISD established processes in order to have access to FBISD facilities.

3. DISTRICT ACCESS.
 - 3.1. Food Truck Companies are not authorized to make unsolicited contacts with individual campuses, departments or parent organizations. If/when FBISD staff or affiliated parent organizations have an interest in a particular food truck product/service, they will make the initial contact with the Food Truck Company.
 - 3.2. Once services are requested by FBISD staff, Food Truck Companies shall limit their contact with District representatives to only those times necessary to conduct appropriate activities for the planned/ongoing event.
 - 3.2.1. Food Truck Companies shall not contact a campus or department at any time. It is the option of the District personnel to contact a Food Truck Company to determine if the permit holder will be granted approval to occupy District property and/or to coordinate an approved activity.
 - 3.2.2. Food Truck Companies will be responsible for conducting criminal history record searches for any company representative to be sent to a Fort Bend ISD campus and as an approved vendor certifies that appropriate clearance has been obtained.

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- 3.2.3. Food Truck Companies cannot have unsupervised direct contact with students. Vendors are directed to contact the Assistant Director of Risk Management for guidance related to criminal history, felony conviction or insurance requirements set herein.
- 3.3 Food trucks may only occupy District property if a campus or department has obtained approval from the Enterprise Funds Department for an activity OR the food truck has obtained an approved rental contract from the Enterprise Funds Department.
- 4. PAYMENT TERMS. The \$50 non-refundable application fee shall be paid by way of cashier’s check, payable to Fort Bend ISD and attached to the company’s application form.
- 5. SIGNED CONTRACTS OR AGREEMENTS.
 - 5.1. District Policy GKD (Local) states that “The Superintendent or Designee is authorized to approve requests for use of any District facility. After the agreement has been approved and signed by the appropriate District officials and individual or representatives of an organization or group, it shall become a binding contract.” No other District personnel are authorized to permit non-school use of District facilities – final authority rests with the Superintendent or his designee, the Director of Enterprise Funds.
 - 5.2. The District is not liable for any contracts or agreements signed by or verbally agreed to by any District employee other than the Superintendent and/or his designee and any contracts or agreements so signed or verbally agreed to shall be considered null and void.
- 6. GIFTS AND CONTRIBUTIONS. No gifts or contributions will be allowed under this contract from the Food Truck Company to a District employee.
- 7. CANCELLATION OF APPROVAL. Failure to abide by these guidelines or complaints received from campuses/departments, District affiliated parent organizations, or community members during the approval period will result in the cancellation of approved status, removal of the company from the approved list, and prohibition from future business with the District.

Hold Harmless Agreement and Facility Use Terms and Conditions

To the extent permissible by the Constitution and laws of the State of Texas, the user(s) of a School District facility agrees to protect, indemnify and hold free and harmless, Fort Bend Independent School District, its Board of Trustees, officers, employees, and agents from and against any and all claims, demands, causes of action, or other litigation (including all costs thereof and attorney’s fees) of every kind and character on account of personal injuries, deaths, bodily injury or damage to property, of the public, Fort Bend ISD or the user herein, or their guest, employees, supervisors, vendors and agents whether resulting from the performance of its obligations hereunder or the quality or safety of the programs used and/or the equipment or property of the user herein, all of these without regard to fault, even if any indemnified or injured party is negligent in whole or part.

By signature on this agreement, I, as the contact person, duly authorized to act on behalf of the above-named organization, I acknowledge and agree that:

Company Representative’s Initials



1. All facility use scheduling shall be coordinated between the FBISD representative and the Enterprise Funds Department. The FBISD event representative will be expected to coordinate event details with all participants of their event, i.e. Food Truck Companies.
2. The District shall have first priority of facility use and may cancel any reservation of any facility prior to the event (48 hours except in case of emergencies) if the District determines that it must use the facility for a function/event directly related to the operation of the District. This is applicable also to changes in the UIL schedule that may create conflicts with facility reservations.
3. The District reserves the right to adjust or restrict the hours of use by any group or organization in order to accommodate the greatest number of requests.
4. The use of the facility requested will be restricted to the areas designated and approved for the reservation and to individuals associated with the organization in order to maintain security. Subleasing is prohibited. All facility use must be requested in advance and approved by the Enterprise Funds Department. Rental fees apply to the requesting organization.
5. Children under the age of eighteen (18) shall not operate a food truck alone, but are required to have adult supervision at all times while on District property.
6. The use, sale or possession of any weapons, firearm (including concealed or open-carry handguns without specific authorization), illegal drugs, alcoholic beverages, and pyrotechnics (including fireworks) and the use of tobacco products and e-cigarettes on any Fort Bend ISD property are prohibited.
7. The use, possession, or storage of any pesticide or herbicide on any Fort Bend ISD property is prohibited.
8. Performances, exhibitions, or activities that are deemed indecent, obscene, immoral, or in any manner publicly offensive are not allowed. School property shall not be used for the teaching, promoting, disseminating or furtherance of any theory or doctrine of subversive nature, intended or threatening to undermine or overthrow the constituted form of government of the United States or of the State of Texas.
9. Individuals/Groups/Organizations using a Fort Bend ISD facility may not post any signage on District property without prior authorization of the Enterprise Funds Director. All signs authorized, (inside and outside) must be freestanding or suspended from existing hardware.
10. Individuals/Groups/Organizations using a Fort Bend ISD facility shall conduct their business in an orderly and professional manner.
11. Contracting organization(s) will provide a certificate of insurance meeting the criteria set forth in Board Policy GKD Local.
12. Fort Bend ISD reserves the right to require any additional personnel deemed necessary for the safe and proper use of the facilities.
13. All federal, state and local laws and rules of police and fire departments must be complied with by the organization using FBISD facilities.
14. All decoration used within the facility must be fireproof, in accordance with the National Fire Prevention Association guidelines, and are subject to the approval of the Director of Enterprise Funds. No open flame decoration shall be permitted, and no decorations shall be fastened to floors, walls, fences, poles, buildings or ceilings with nails, screws, scotch tape, wax or other fasteners. No outside elements shall be allowed indoors such as hay, soil, foliage, etc.
15. Anyone using FBISD facilities shall leave the facility in the same order and cleanliness as found and will remove all personal items immediately upon conclusion of the event. No items are permitted to be stored on District property at any time.
16. Any individual/group/organization using FBISD facilities is responsible for reading the Fort Bend ISD policies GKD (Legal), GKD (Local) and GKD (Regulation) prior to using a Fort Bend ISD facility.

Company Representative's Initials



Failure to adhere to Fort Bend ISD policies and procedures may result in forfeiture of the approved vendor status and any future use of District facilities.

- 17. The Director of Enterprise Funds must authorize any changes to facility use agreements. Changes must be requested by the contracting organization in writing within 48 hours of the event. This includes occupying additional or different areas than originally approved.
- 18. All terms and conditions are governed by Board policies GKD (legal), GKD (Local) and GKD (Regulation) as they now exist or may hereafter be amended. In the event of any conflict between the terms and conditions of this Agreement and Board policy, Board policy will control.
- 19. Responsibility for Damages: District facilities are designed for educational purposes and for that reason we ask all those who we share our facilities with to do so in a way that preserves their condition, providing a safe and healthy place for our children to learn. We ask that you please help us by placing trash in appropriate receptacles, be considerate of other patrons and avoid any activity that could damage or alter school property. All persons or groups using District facilities are expected to leave them in the same order and cleanliness as found. Also, please be sure to remove all personal property immediately at the conclusion of your scheduled event – items cannot be stored on District property. The assigned custodian(s) is the District liaison, providing general cleaning and communication services – they are not present to continuously collect trash from seating, sidelines, fields or parking lots.
- 20. All groups and organizations using District facilities will be held responsible for any damages to District property during their use. The individual or group using the building or facility will be responsible for restoring the facility to its original and equivalent condition. The Executive Director of Maintenance and Operations or the Director of Enterprise Funds has sole authority to make this determination. The Executive Director of Maintenance and Operations or the Director of Enterprise Funds shall also have the authority to determine the amount and extent of damages to be assessed.

The undersigned, as a representative of the company listed in the application above having signatory authority, has reviewed and understands the Fort Bend ISD “Terms and Conditions for Food Truck Registration”, the Fort Bend ISD “Hold Harmless and Facility Use Terms and Conditions”, and agrees to conduct business with the District in accordance with the requirements as stated.

Signature:

Date:

FBISD OFFICE USE ONLY

Approved Denied ; Reason Denied: _____

Director of Enterprise Funds: _____

Date: _____ Fee Received: _____ Posted on Web: _____

Company Representative's Initials