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Date

**Letter of Permit**

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES ("UNF") will permit \_\_\_\_\_ (hereinafter "PERMITTEE") to use space more particularly identified on attached Exhibit A, located on the campus of The University of North Florida, for the limited purpose(s) and the limited time period(s) described in Exhibit A, and at the charge to PERMITTEE set forth in Exhibit A, *provided that this permit is granted upon the following conditions (including those, if any, set forth on Exhibit A), which PERMITTEE accepts by executing this Letter of Permit:*

- PERMITTEE will abide by all applicable laws and regulations, and by the regulations and policies of The University of North Florida in connection with PERMITTEE's use. UNF's regulations and policies: [http://www.unf.edu/president/policies\\_regulations/A-to-Z.aspx](http://www.unf.edu/president/policies_regulations/A-to-Z.aspx) and Environmental Health & Safety Food Regulations: <https://www.unf.edu/ehs/catering-and-foodservice.html>
- PERMITTEE is fully responsible for all damage to, and the cost of any repair of UNF's property in any way occasioned by PERMITTEE's use.
- PERMITTEE will not bring on to the UNF campus any Hazardous Substance. "Hazardous Substance" includes, without limitation, any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to applicable law. "Hazardous Substance" includes, but is not limited to, asbestos, polychlorobiphenyls ("PCB's"), chlorofluorocarbons, petroleum, and any substance for which any applicable law requires a permit or special handling in its use, storage, treatment, or disposal.
- UNFBOT assumes no risk whatsoever for the safety of PERMITTEE's employees or invitees using UNF space or for the condition, safety, or security of any equipment or other property stored on UNF's campus by PERMITTEE, its employees, or invitees. To the full extent permitted by law, PERMITTEE releases UNFBOT and the State of Florida from any liability for loss or damage arising in any connection whatsoever with PERMITTEE's use.
- If, and to the full extent permitted by law, PERMITTEE will indemnify and hold harmless UNFBOT, the State of Florida, their officers, employees, and agents from and against any claims, damages, liabilities, losses, including attorneys' fees and costs of suit, that arise in any connection whatsoever with PERMITTEE's use.
- PERMITTEE will comply with the rules regarding use set forth in Exhibit B to this Letter of Permit.

- PERMITTEE will provide to UNFBOT proof of general and automobile liability insurance (if applicable) and workers' compensation insurance coverage set forth in Exhibit C on standard ACORD certificates. The University of North Florida Board of Trustees must be named "additional insured" on these certificates.
- PERMITTEE will provide proof of licensure from the Department of Business and Professional Regulation (DBPR) or the Florida Department of Agriculture and Consumer Services (FDACS).

THIS LETTER OF PERMIT CONSTITUTES A PERMIT ONLY TO USE THE SPACE FOR LIMITED PURPOSES AND A LIMITED TIME. THIS LETTER OF PERMIT DOES NOT VEST IN PERMITTEE ANY RIGHT, INTEREST, OR ENTITLEMENT AND DOES NOT IMPOSE ON UNFBOT ANY DUTY OR OBLIGATION. THIS PERMIT IS NOT EXCLUSIVE TO PERMITTEE. THIS PERMIT IS REVOCABLE WITH IMMEDIATE EFFECT UPON WRITTEN NOTICE BY UNFBOT AT THE SOLE OPTION OF UNFBOT, PROVIDED THAT IN THE EVENT OF A REVOCATION, EXCEPT FOR CAUSE, PERMITTEE WILL NOT BE RESPONSIBLE FOR THE CHARGE SET FORTH IN EXHIBIT A. UPON REVOCATION OF THIS PERMIT, PERMITTEE WILL IMMEDIATELY VACATE THE PREMISES AND REMOVE ANY AND ALL PROPERTY STORED AND LEAVE THE PREMISES USED CLEAN AND FREE OF DEBRIS.

Please acknowledge the terms of the Letter of Permit by signing below. Your signature constitutes your representation of your authority to bind PERMITTEE.

Sincerely,

THE UNIVERSITY OF NORTH FLORIDA  
BOARD OF TRUSTEES

George Androuin  
Assistant Vice President, Administration & Finance

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By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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Date

## **EXHIBIT A**

UNF Space:

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Purpose of Use:

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Period of Use:

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Charge to PERMITTEE for Use:

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Additional conditions or restrictions:

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**UNFBOT Initials**

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**PERMITTEE Initials**

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## **EXHIBIT B**

### **Rules Regarding Use**

- PERMITTEE must be self-contained (no utilities / facilities / storage provided by venue)
- Following use, PERMITTEE must remove all trash, litter, compostables, and recyclables associated with food truck operations from campus. PERMITTEE cannot utilize UNF trash or disposal facilities
- PERMITTEE will not dump or dispose of any materials, including grease or wash waters into streets, gutters, storm drains, lakes, or other parts of UNF campus
- All PERMITTEE's employees' vehicles parked on campus shall have proper parking permits.
- Only food & beverage sales are permitted. No other product sales are allowed.
- No alcohol sales are allowed.
- Sales and distribution of beverages (including water) are limited to Pepsi and Red Bull products. *This limitation is strictly enforced.*
- Use of amplified sound is not permitted.
- The presence of animals, other than registered service animals, is not permitted.
- All signage, posted menus, and the like must be professional in appearance.
- Each PERMITTEE food truck must post name, address and telephone number of the owner / operator.

**UNFBOT Initials**

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**PERMITTEE Initials**

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## **EXHIBIT C**

### **Insurance Requirements**

**General Liability Insurance** – PERMITTEE shall provide ISO Commercial General Liability policy for general liability coverage for limits equal to the greater of

- Each occurrence: \$1 million
- Products: \$1 million
- Damage to premises and third party property: \$1 million
- Products-Completed Operations Aggregate: \$2 million
- Personal & Advertising Injury: \$1 million
- Fire Damage: \$50,000
- Professional liability to include errors and omissions, malpractice, sexual abuse & molestation: \$2 million
- General aggregate: \$2 million
- The "COMMERCIAL GENERAL LIABILITY" box must be checked
- The "OCCUR" box must be checked

**Worker's Compensation** - PERMITTEE shall provide valid Worker's Compensation Insurance as required by §440, Fla. Stat.

**Automobile Liability** - PERMITTEE shall provide Automobile Liability insurance on all PERMITTEE's vehicles when at the University of North Florida against bodily injury and property damage:

The box(es) that is/are checked must include a check in the box for Any Auto or All Owned, Hired and Non-Owned Autos

- Combined Single Limit coverage: \$1 million.
- If separate Bodily Injury and Property Damage limits are purchased, each must be \$1 million.

**UNFBOT Initials**

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**PERMITTEE Initials**

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