

**College of The Albemarle  
Regulations and Applications Regarding Food Trucks/Carts  
Invitation Only**

College of The Albemarle (College) is dedicated to fostering an inclusive, diverse environment. We ensure equal opportunity across all facets - admissions, employment, and access - and prohibit discrimination or harassment of any kind, based on race, color, national origin, sex, age, religion, disability, or veteran's status. We actively recruit and support a diverse community of students, faculty, and staff.

Unless otherwise noted, these regulations are governed by Policy 2.2.3 Facility Use and Procedure 2.2.3.1 Facility Use.

**PRIORITY**

1. The use of the College's facilities cannot compete with any of the College's classes or events that are or could be offered. First priority for reserving campus facilities will be given for College sponsored activities.
2. Approval to use College facilities is not an endorsement by the College of the user's organization or group.
3. The College reserves the right to deny usage to any group or organization if there is reason to believe that activities may cause a material and substantial disruption to the College educational environment and/or operations or activities are deemed contrary to the College's educational mission or are in competition with the College.
4. Fundraising activities are not permitted without prior written approval by the College.

**APPLICATION PROCEDURES**

1. Each food truck/mobile cart vendor must complete and submit the College's "Food Truck/Mobile Cart Application" to include the following information: menu with prices, operational permit, health inspection and certificate of insurance. (See below for insurance guidelines.)
2. Applications will not be considered until all supporting documentation is received. Consideration is based on competing food categories and calendar availability. Submission of an application does not guarantee participation.
3. Agreements shall be revoked when the use interferes with regular College use, when facilities are misused or when the foregoing rules are violated. Future use shall not be considered for organizations which have misused facilities. In addition, The College reserves the right to terminate an approved application for any reason and at any time.
4. Application agreements are non-transferrable to any other person or agency.

**INSURANCE**

The College requires proof of liability insurance by the user based on the risks involved in the intended use. The College must be listed as an additional insured on the policy. Further, users shall be required to sign an indemnity agreement in favor of the College.

1. Vendors shall provide and maintain, at their own expense, a certificate of liability insurance as well as vehicle/property insurance with College of The Albemarle listed as additional insured.
2. Insurance coverage must meet the minimum coverage as outlined in the sample certificate provided by the College.
3. At the discretion of the College's Administration, the College retains the right to require additional insurance coverage, above and beyond that outlined in the provided sample.

## PERMITS

1. It is the vendor's responsibility to acquire all needed city and state permits, as well as, meet and maintain current Health Department regulations.
2. Applicants are required to follow all rules and regulations set forth by all city, county, state and national laws.

## EXPECTATIONS

1. In order to provide consistent and reliable service to the students, faculty and staff, the College expects approved applicants to be punctual and reliable. Expected calendar commitments will be outlined on each approved application.
2. All vendors must be self-contained. The College does not provide power, water or waste services.
3. The College does not charge vendors to park on campus or take a percentage of sales. The College does not guarantee minimum daily sales for any vendor. Vendors agree to provide their services with the understanding that revenues may fluctuate.
4. Vendors may not store or park their equipment overnight.
5. Vendors shall not play loud music or use sound equipment while on campus.
6. Vendors or the vendor's designee must be present at their station at all times, except in case of an emergency.

## CANCELLATION/WEATHER

When inclement weather or other conditions warrant a delay or closing of the College, students, employees and general public will be notified in the following manner:

1. The director of communications and marketing will send messaging through the Alert Notification System (Regroup). Messaging will include voice messages to landlines and cell phones, a text message and an email to "All COA" employees and "All Students." The College's voicemail will change to reflect which campus (or all campuses) are closed or delayed and which may be open under normal operating hours. Local media outlets will be notified to display closing or delay messages and updates.
2. Marketing staff will post a message on COA's website, phone and social media sites.

It is important to note:

1. The College is not responsible for acts that affect sales due to low participation or campus closings.
2. Students and members of the public are not permitted facility access during a College closure.

3. The College will work with vendors on notification procedures to provide campus-closing announcements.
4. In the event a vendor is unable to provide service on a scheduled day, please provide as much notice as possible to allow the College an opportunity to locate an available vendor if needed.

For more information, see Procedure 2.1.11.1 Adverse Weather-Emergencies.

## **ADVERTISING**

1. Vendors shall not advertise their location at the College until the agreement involving all parties has been executed or the appropriate college officials have approved the activity.
2. The College agrees to advertise and promote food truck availability internally with employees and students.

## **PROHIBITED ACTIVITIES**

1. The College is a tobacco product free campus. The use of tobacco products is prohibited in any College buildings, facilities, vehicles, or property owned, leased, or operated by the college including all outside areas. The sale or free distribution of tobacco products, including merchandise, is also prohibited. For more information, see Policy 2.2.1 Tobacco Free Campus and Procedure 2.2.3.1 Facility Use.
2. Drinking or possession of alcohol and/or unauthorized controlled substances on the College campus is prohibited. For more information, see Policy 2.1.7 – Alcohol and Drugs on Campus and Procedure 2.2.3.1 Facility Use.
3. Students, staff, faculty, and visitors are legally prohibited from carrying a weapon on campus unless a legal exception applies. For purposes of this policy, a "weapon" includes firearms, explosives, BB guns, stun guns, air rifles, or pistols and certain types of knives or other sharp instruments (see N.C.G.S. § 14- 269.2). For more information, see Policy 2.1.6 Weapons on Campus.
4. Any activity that violates federal, state or local laws is prohibited. Anyone found to be in violation of the College's policy and procedures and/or federal, state or local laws while on the College's premises shall be removed by the appropriate authorities.

## **CARE OF FACILITIES**

1. College furniture and/or equipment shall not be removed, altered, re-arranged, or displaced without permission from an authorized College employee.
2. Vendors shall be responsible for the payment of any and all damages to the College's buildings, furnishings, fixtures, or equipment whether caused by User or his/her patrons.
3. Nothing shall be affixed to any walls, curtains, seating, or other surfaces in any building without the College's prior written permission.
4. Vendors shall leave the premises in a clean, neat, and orderly manner.

## **SECURITY**



1. The College will be responsible for determining the supervision for each activity/event. Groups or individuals will not be allowed to employ or bring their own security personnel to the campuses unless approved by the Director of Facility Operations, Safety and Security.
2. If a vendor notifies the College's security of alleged illegal activities, sponsoring groups/individuals must describe the alleged crime and identify the alleged person(s) or provide a detailed description of the alleged person(s).

#### **CONTRACTUAL OBLIGATIONS**

1. In renting or making available for use of any college property, neither the College President, the Board of Trustees, nor any college personnel shall assume responsibility for loss or damage to any property placed on the premises by the user or participants, nor for personal injury, which may occur during the use of the facility.
2. Authorization shall be given for entrance to specific areas only and use of the specific facilities only.

**College of The Albemarle  
Food Truck/Mobile Cart Application**

Name of Food Truck/Cart \_\_\_\_\_  
Federal ID # \_\_\_\_\_ or SSN (if individual) \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_  
Onsite Contact \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Permitted restaurant/commissary \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Permit ID Number \_\_\_\_\_ Health Dept. Grade \_\_\_\_\_ Date of Last Inspection \_\_\_\_\_

The following documents must accompany this application: PDF menu with pricing, copy of health inspection grade card (if applicable) and certificate of insurance.

Provide availability below to include type of service, day of week available, start date, end date, start set up time, service start time, service end time, tear down time and preferred campus location (Currituck, Dare, Edenton-Chowan or Elizabeth City).

**Event Schedule & Set Up Directions:**

College of The Albemarle will provide an approval schedule and designated area. All vendors must be self contained. The College reserves the right to end this agreement at any time.

In Consideration for the use of the facilities, I hereby waive all claims or causes of action against the State of North Carolina, the Trustees of College of The Albemarle, the College, its auxiliary organizations and the officers, directors, employees and agents.

Signature of Organization Representative \_\_\_\_\_ Date \_\_\_\_\_

The undersigned certifies that he/she has read and agrees to the regulations governing facility usage as stated on the accompanying pages. The undersigned further certifies that he/she is the authorized representative to act for and accept responsibility for the use of the facility.

Signature of Organization Representative \_\_\_\_\_ Date \_\_\_\_\_



College of The Albemarle will not accept any transfer of liability for taxes due on admissions that the lessee has failed to charge and remit to the State of NC or other taxing jurisdictions. All users of facilities are solely responsible for collecting and remitting any and all applicable sales and use taxes to the North Carolina Department of Revenue and that the College assumes no obligation or responsibility for said taxes.

Signature of Organization Representative \_\_\_\_\_ Date \_\_\_\_\_

**For College Use Only**

Date Application Received \_\_\_\_\_ Received By \_\_\_\_\_

Availability Confirmed By \_\_\_\_\_

Menu with Prices Provided? \_\_\_\_\_ Yes \_\_\_\_\_ No Date Received \_\_\_\_\_

Certificate of Insurance Received? \_\_\_\_\_ Yes \_\_\_\_\_ No Date Received \_\_\_\_\_

Health Inspection Card Received? \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable Date Received \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Reason for Denial \_\_\_\_\_

Application Approved/Denied by \_\_\_\_\_

Date \_\_\_\_\_