

**University of Massachusetts Boston – Service Agreement**  
**Campus Center and Event Services - UL 330 – 100 Morrissey Blvd, Boston, MA 02125**  
617-287-4800 (phone) – 617-287-4810 (fax)

These are the Terms of Agreement between the University of Massachusetts Boston and a Service Provider to establish the policies of hosting an event or activity at the University of Massachusetts Boston.

**1. License to use Space:** It is understood by the parties that this Agreement constitutes a license, not a lease, and that the relationship of the parties hereunder is that of licensor and licensee, and not that of landlord and tenant. The University may terminate this Agreement by written notice if Service Provider, in University's discretion, no longer meets eligibility requirements for using University resources. Assigned space may be changed to make best use of the facilities for all University purposes.

**2. Event Details and Contact Information:** Please refer to your quote and forthcoming event confirmation for specific spaces, locations, dates, times and resources. The sales quote and space confirmation should be considered part of this event agreement.

**Event Name:** SAEC's First Friday  
**Event Date/Time:** September 9, 2022  
**Arrival Time:** 5:30p.m.  
**Event Time:** 6:00p.m.-9:00p.m.  
**Guest Count:** 500  
**Service Description:** 350 – Appetizer Sampler: Classic Pork & Cabbage dumpling, crispy spring roll, sea salt edamame  
150-Vegetarian Appetizer Sampler- Tofu Teriyaki sticks, crispy spring roll, sea salt edamame  
(can be made vegan upon request)

**Location:** UMB Campus Center Front Lawn (on sidewalk)  
**Service Provider:** Moyzilla - Food Truck Catering  
**Contact Name:** Jonathan Moy  
**Contact Phone:** 781-640-2361  
**Email Address:** jon@moyzillaboston.com

**3. Deposits and Payments:** UMass Boston will not pay deposits to hold space or secure services. The University agrees to pay 100% to Service Provider within 30 day of receipt of signed Service Agreement. Payment by University Check. Other payment terms may be arranged upon agreement.

Quantity	Description	Price	Total Cost
350	Appetizer Sampler	\$6.00	\$2,100.00
150	Vegetarian Appetizer Sampler	\$6.00	\$900.00
	Transportation Cost		\$208.00
	Gratuity		\$540.00
	Additional Service Hours		\$150.00
Total			\$3,898.00

**4. Damages and Loss:** Upon conclusion of the event, University facilities, property and equipment will be checked for damages or loss. The Service Provider is responsible for repair and replacement including the reasonable costs to secure the replacement or repair.

**5. Outside Vendors:** The Service Provider agrees to honor the established union-organized staff of the University and if required, engage University labor for work covered by bargaining unit agreements. Third part vendors are required to sign a separate contractual agreement with the University. This agreement establishes the vendor's legitimacy, their awareness of our policies and facility fees, and their need to provide proof of liability insurance coverage. If the Service Provider enters into 3rd party contractual agreement(s) for services or equipment to be provided for the event, the University must review the contract for compliance for University standards, policies, laws and regulations. The University reserves the right to reject, in whole or in part, any provisions of 3rd party agreements.

6. **Permits:** Depending on the event type, the University may require a copy of related permits or contracts, including food service and alcohol.

Please provide UMB with a copy of your Food Truck Permit.

7. **Insurance:** Service Provider agrees to maintain and provide proof of insurance coverage in the minimum amounts listed below for the duration of the Agreement:

- I. Workers Compensation in the statutory amount required by Law;
- II. Employer's liability having a single limit of not less than \$500,000 per occurrence;
- III. Commercial General Liability having a combined single limit (bodily injury, property damage and personal injury) of at least \$1,000,000. (\$3,000,000 aggregate per project) including Liquor Law Liability;
- IV. Automotive Liability having a single limit of \$1,000,000;
- V. Certificate of Insurance naming the University as additional insured must be received at the University two weeks prior to the event;

Note: The University is otherwise subject to the liability limits in Massachusetts General Law c.258

Please provide UMB with a copy of your Certificate of Insurance

8. **Assignment:** This Agreement cannot be assigned to another party without the written permission of the University.

9. **Affiliation:** Service Provider shall not represent or imply that it is affiliated in any way with the University other than as a licensee.

10. **Indemnification:** Service Provider agrees to and will indemnify, defend, and save harmless the Commonwealth of Massachusetts, the University of Massachusetts, its trustees, officers, employees and agents, from any and all claims, lawsuits, costs, judgments and expenses of every nature arising out of and resulting from personal injury including but not limited to, any legal costs, fees or expenses, for personal injury or damage to real or tangible personal property which the University may sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Agreement by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Service Provider, its agent(s), officers, employees or subcontractors .

11. **Failure to Perform:** Neither party will be responsible for the performance of its obligations under this Agreement if such party is unable to perform such obligations due to circumstances beyond its control, including without limitation acts of God, fires, floods, wars, and civil disturbances, acts of terrorism or governmental actions. In the event of such an occurrence, this agreement will be terminated.

12. **Governance:** The validity, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The laws of the Commonwealth of Massachusetts shall govern all rights, remedies, obligations, and liabilities arising pursuant to this agreement. The Service Provider is subject to all applicable state and federal laws and University rules and regulations, including but not limited to those contained in the agreement.

**13. Other Provisions:**


All propane tanks and fuel must be a minimum of 50 feet from university buildings. A fire extinguisher must be present on vehicle.

14. **Severe Weather or Emergency Cancellation:** Severe weather or other states of emergency may require the shutdown of the University campus. Snow cancellations are routinely announced through Boston television and radio including WBZ-TV and radio, WCVB, and WHDH, television, and WRKO radio and on the University's website. University event staff monitor weather conditions routinely and will contact Service Provider if there is cause. If cancellation is by the University or the Service Provider due to inclement weather or other emergency conditions, an alternate date based upon availability will be arranged.

Signed:

  
Signature – Service Provider

August 30, 2022  
Date

  
Signature – University of Massachusetts Boston  
Geoffrey Combs 8-30-22  
Date

Please review and return a signed original with:

☒ Certificate(s) of Insurance (see section 7)

☐ Tax-Exempt Certificate (ST-2 or ST-5), if applicable

☒ Food Truck Permit Received