

## Commissary Contract

### Customer Information

CUSTOMER NAME(s): \_\_\_\_\_

DRIVERS LICENSE #: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMERGENCY CONTACT (Name &amp; Number): \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

RESALE #: \_\_\_\_\_

CREDIT LIMIT: \$ \_\_\_\_\_

### Truck Information

LIC#: \_\_\_\_\_ VIN#: \_\_\_\_\_ HEALTH DEPT #: \_\_\_\_\_

### Terms & Conditions

Please read the following terms and conditions carefully. Write your initials below each stated point and sign at the end.

1. The commissary fee for the Subject Mobile Food Facility is:

- \$ \_\_\_\_\_ per day
- \$ \_\_\_\_\_ per week, or
- \$ \_\_\_\_\_ per month

Commissary fee is payable:

- Daily, on the following day \_\_\_\_\_
- Weekly, on the \_\_\_\_\_ day of the week, or
- Monthly, on the \_\_\_\_\_ day of the month

\_\_\_\_\_

2. The term of this AGREEMENT shall be for \_\_\_\_\_(day/week/month/year/), commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

\_\_\_\_\_



3. Moody's Lunch Service is a commissary located in San Diego, CA. It is not by any means a "parking lot." Moody's Lunch Service offers their customers a variety of services which includes a space to store the food truck / trailer. The storing space assigned to you is not permanent and can be changed at any time for any reason. Other services offered by Moody's Lunch Service include: water and power connections, propane services, ice machines, security 24/7, surveillance cameras, trash containers, grease containers, dry storage space, refrigerated space, and freezer space.

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4. Account holder is responsible for all purchases made under the account/route number issued to him/her, including purchases made by load boy, wash boy, or any other agent authorized by account holder, if discrepancies are discovered on the daily bill, they need to be reported immediately and no later than seven days after the bill is generated.

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5. Customer is required to leave \$1,000 deposit. This deposit is refundable at the end of their contract date as long as no money is still owed to Moody's Lunch Service.

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6. Service fees are due at the beginning of each work week or month depending on the agreement that is established.

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7. Each customer has a weekly credit limit to purchase items on credit. The weekly balance must be paid off in full weekly or once customer has reached their credit limit if this occurs before the end of the week, whichever comes first. Balance must be paid off in full in order to continue to receive more credit. If the balance is not paid off by the end of business day Friday, a \$10 late fee will be charged to the account every week until the balance is cleared. Credit limit can be changed and even closed without notice as Moody's Lunch Service finds it necessary.

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# MOODY'S

8. Resale permit is needed in order to avoid tax charges on products. In accordance with the State Board of Equalization, if customer does not have a resale permit, we will charge tax on the products.

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9. Customers are required to have a food handler's permit at all times. If food handler's permit is not present, the Health Department has the right to close the business at any time.

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10. If for an invalid reason the customer must end the contract before the contract's termination date, the deposit that was given will not be returned to the customer.

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11. If for a valid reason such as customer moves out of the San Diego County Area or sells the truck / trailer, there is a possibility that the commissary deposit given may be returned to the customer as long as proof of any of these situations is provided. There is NO guarantee that the commissary deposit will be returned. Each situation is analyzed separately.

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12. When a customer decides to move from this commissary, customer must notify Moody's Lunch Service 30 days before moving and must also notify Moody's Lunch Service where they will be moving the truck to. This is a requirement of the Health Department.

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13. The Moody's Lunch Service address shown on the side of the truck / trailer must be removed the same day the customer leaves the commissary. If the name and address is not removed, the deposit will not be returned and service charges will continue to run on the account.

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# MOODY'S

14. Moody's Lunch Service is not responsible for any theft or damage done to the truck / trailer or items left in the truck. Please do not leave valuables in the truck and lock your truck for better safekeeping.

\_\_\_\_\_

15. If any person is caught stealing on commissary property, legal action will be taken and the thieves will be prosecuted.

\_\_\_\_\_

16. Commissary service charge fee is to begin running as soon as the food truck / trailer is on the lot.

\_\_\_\_\_

17. Moody's Lunch Service is not responsible for days that the food truck / trailer does not go out to work. Moody's Lunch Service will not give credit for any days that the truck does not go out to work.

\_\_\_\_\_

18. Please provide Moody's Lunch Service a copy of your keys (including keys for locks, doors and engine) to use in case of emergency. Please DO NOT give us the original keys. We are not responsible for any lost keys. By signing below you authorize Moody's Lunch Service to move your truck in case of emergency.

\_\_\_\_\_

19. Customer must provide their own extension cord, dishes, and utensils for the food truck. Customer must also provide their own water hose connector, ice shovel, trash bin, grease container, floor mats, and truck wheel stoppers - these do not come included in the truck rental.

\_\_\_\_\_

20. All trucks / trailers must have Workers Comp., Vehicle Insurance, and General Liability Insurance.

\_\_\_\_\_

# MOODY'S

21. Neither the customer nor any helper/cook working on the customer's food truck / trailer is an employee of Moody's Lunch Service. The customer is responsible for paying all helpers/cooks and reporting all income and taxes, and IS NOT eligible for any employment benefits from Moody's Lunch Service.

\_\_\_\_\_

22. Please remember there is no way the mechanic can work on your truck if you do not provide him with a copy of the keys to your locks and the engine.

\_\_\_\_\_

23. Remember to check your tires daily. When you get to the commissary, it is important to do a walk through of your truck to avoid any issues while out on the road. Remember to check your tires daily - these include the front and back inside/outside tires, check water in your back batteries, turn on all pilots and appliances to make sure they turn on and are functioning correctly.

\_\_\_\_\_

24. It is the customer's responsibility to make sure all waste water valves are closed prior to each time you leave the commissary.

\_\_\_\_\_

25. It is the customer's responsibility to pay any fines associated with illegal water spills or dumping on streets or areas on commissary property not designated for waste water. Any fines that go unpaid will be deducted from the customer's deposit.

\_\_\_\_\_

26. By initialing and signing below, I understand and acknowledge that I am coming into a risky work area. I understand that many things may be found on the floor/ground such as grease, water, oil, soap, trash, food, etc at any time due to the nature of the business. I will pay attention to where I am walking and watch my step. I also acknowledge that appropriate shoes should be worn at all times while on the property.

\_\_\_\_\_

# MOODY'S

27. I agree to maintain my space clean and trash-free every time I operate and wash the vehicle.

\_\_\_\_\_

28. I agree to not exceed 5 MPH while driving on the commissary property.

\_\_\_\_\_

29. I am aware I must keep my contact information updated with Moody's Lunch Service.

\_\_\_\_\_

30. I understand that the commissary fee is subject to change.

\_\_\_\_\_

31. In the event of any breach of the provisions of this AGREEMENT, Moody's Lunch Service reserves the right to terminate my commissary contract.

\_\_\_\_\_

32. If after 5 days, bills are not paid the following steps will be taken:

1. Phone call
2. Email
3. Note left on your food truck / trailer
4. If there is no communication after all of this and the bills still haven't been paid, the truck will be blocked in without an option to take it out. After 15 days of non-payment, and no agreement has been made, the truck will be repossessed and the commissary contract will be terminated and all deposits will be lost.

\_\_\_\_\_

By signing this agreement, you state that you have read and understand and agree to each and all of the terms and conditions listed above.

DATED: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

AMOUNT OF DEPOSIT GIVEN BY CUSTOMER: \$\_\_\_\_\_

PRINT NAME(s) \_\_\_\_\_

SIGNATURES(s) \_\_\_\_\_



**Credit Card Authorization Form**

CARDHOLDER NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CARD TYPE: \_\_\_\_\_ VISA \_\_\_\_\_ MC \_\_\_\_\_ DISCOVER \_\_\_\_\_ AMEX

CARD NUMBER: \_\_\_\_\_

EXP DATE: \_\_\_\_\_ SECURITY CODE: \_\_\_\_\_

WEEKLY CHARGE AMOUNT: \$ \_\_\_\_\_

I authorize Moody's Lunch Service to charge the agreed upon WEEKLY CHARGE AMOUNT listed above to my credit card provided herein. I agree that the amount listed above will be charged to my credit card once each week. I agree that the weekly charge will continue every week until I no longer use Moody's Lunch Service as my commissary and no longer utilize their services. I agree that I will pay for this charge in accordance with the issuing bank cardholder agreement.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

I also authorize Moody's Lunch Service to charge my credit card each week for purchases of merchandise including, but not limited to, propane, groceries, dry goods, etc.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from Moody's Lunch Service, Inc. of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:


6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

\_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

 \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER

DATE

(      )