



# Food distribution contract template

# **Straight Bill of Lading**

BILL #:	8
BILL DATE:	

#### SHIP TO

Street

City, ST. Zp.

Consignee Name	
Company	
Street	
City, ST, Zip	
Phone	
BILLING INFORMATION	
Name	
Company	

Sompany	
Xigin	
Ry, ST, Zp	
hone	
HIPPING OR SPECIAL INSTRUCTIONS	

	PKG TYPE	164	DESCRIPTION OF ARTICLES	WEIGHT	RATE	CHARGES
	-	+				
	+	+	-	-		
		+				
	+	++		-	+	
		++		-	+	
		++		-	+ +	
		++		-		
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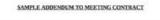
FROM

Shipping Name

The property described above is in apparent good order, except as noted. If on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the BM of Lading terms and conditions in the governing classification on the date of shipment.

Shipper Company	Carrier		
Per	Trailer #	Date	
Shipper Signature			

MARK 'X' IN HM COLUMN FOR HAZARDOUS MATERIALS



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University of California, Merced

Application for Caterer Permit

### Section 1: Introduction

The University of California, Merced ("UC Merced" or "University") maintains a list of opproved cateren eligible to receive orders to prepare and deliver food and beverages for University events. Campus departments are required to select exteres from this list to order to ensure that they are contracting with a supplier that merce UC Merced's standard requirements.

#### Sustainable Catering

As outlined in UC Mexand's Instainability Practices, the University alone to become clickets neutral (not reso impact on riterate) by 2020. University-approved category are encouraged to carefully nutrainable business practices such as:

- Using environmentally preferable products, locally produced goods and erganic foods.
- Composting fired waste, recycling, officing use-disposable nating statistic, flatware and glassware and using hybrid or han-factual delivery schedes, etc.

# Section 2: Becoming a University Approved Caterer

In addition to this application, caleter must provide the University with a valid "Certificate of Insurance" and a current "County Health Paralit". Applicants are added to the "UC Merced Approved Cataran List" after the submitted documentation is found to be conforming. The University makes no guarantees or representations that any catarar will in fact be salicated to provide cataring services to the catapas for any fature over(s).

## **Required Documents**

- UC Merced Application For Caurer Permit.
- · Current County Health Permit (Coge)
- Corrent Alcoholic Beverage License (Caps. If applicable)
- EC Merced Schettan, Yooks, W-9 Form

 Current Certificate of Insurance per the requirements of Section 5 (The certificate must name The Regents of the University of California as an additional insured and be accompanied by the policy endorsement.)

Expiration of Health Permit, Alesholic Beverage License (if applicable), insurance coverage or other violation of the requirement described in the application will result in immediate removal from the UC Mercoil Approved Caterory List.

# Section 3: Doing Business with the University

UC Merced works to easure that all conduct relating to the procuriment of Goods and Services on behalf of the University is in accordance with the policies and procedures set firstly by The Regents of the University of California and the applicable laws of the State of California.

Individuals ordering outering services on behalf of UC Messed are required to issue a University Porchase Order. Approved Category should not accept or deliver redets without receiving a UC Merced Parchase Order in advance-

Business Name:	Insince Photic ()
Physical Address:	Primary Contect:
	Primary Contact Phone: ()
Website Address	Primary Consisct Ensul:



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Dept. Contact		Erest		Pt
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- Content may not accept or delegate this Perrol to any first party softwart specific articles permanent of the University.
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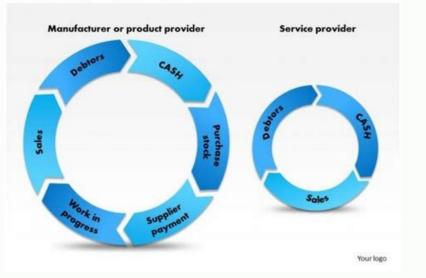
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Special Events Calency Status #	Signature	Date:
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- 2) Department read inter- sales of a signature on the UCBE Department and advect it, story with a says of the outeren's central and or investes to both UCan Catering permits (power and esta) and 19870. Special Events Catering (contragenetic previous and esta).
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#### Working Capital Cycle



Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction. be ineffective to the extent of such provision in any other jurisdiction. Successors and Assigns. All sales by Company shall be in accordance with the terms and conditions of this Agreement. Effective Date and Duration. Such Prices shall only be subject to increase once per year on each anniversary date of this Agreement, provided (i) Company provides Distributor with at least [Days written notice] days prior written notice of any such increase, and (ii) such increase does not exceed [Percent] of the preceding year's Prices and Volume Discount Prices and Vo for shipment in accordance with Distributor's instructions. Distributor will promptly inspect the Products upon receipt at Distributor's facility to determine whether any Products included in the shipment are in short supply, defective, or otherwise not in conformance with this Agreement. In the event that the parties cannot agree upon an arbitrator within a [Number day period] day period] day period, each party shall designate an arbitrator shall choose a third arbitrator serving as the sole arbitrator, with that third arbitrator serving as the sole arbitrator and those two arbitrator serving as the sole arbitrator of the dispute. The Products manufactured and sold by Company to Distributor for distributor of the Products in the Territory, and Distributor as its exclusive distributor of the Products in the Territory, and Distributor of the Products in the Second Action of the Product Action of the Pro the foregoing, and of the mutual benefit contained herein, the Parties, intending to be legally bound, agree as follows: Agreement of the Party ("Indemnifying Party") and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnifying Party relating to this Agreement, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in this Agreement, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of applicable laws or regulations, (iv) infringement or violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other intellectual property of any third party, and (v) any breach of any express or implied warranties relating to the Products, including implied warranties of merchantability and fitness for a particular purpose.b. Limitation of Liability. This Agreement shall become effective on the date first written above and shall continue in effect for a period of [Number of years in effect] years b. Distributor Option to Renew. All orders shall be fulfilled by Company within [Number business days of order acceptance] business days of order acceptance. Distributor of this Agreement. Subject to the terms and conditions of this Distributor Agreement, Company hereby appoints and grants Distributor the exclusive right to sell and distributor for Company as set forth herein. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, relating to such transactions.h. Exhibits and Schedules. All such communications shall be sent to the addresses for each Party as first set forth above, or to such other addresses or numbers as any Party may inform the others by giving [Days prior notice.j. Severability. Company's execution of this Distributor Agreement, and Company's performance of its obligations and duties hereunder, do not and will not violate any agreement to which Company's performance of its obligations. shall have [Number days to accept] business days after its receipt to accept (or reject for a legitimate business reason) any order submitted by Distributor. This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing. B. Governing Law. Distributor shall be free to resell the Products for such prices and upon such terms and conditions as Distributor may see fit in its sole discretion. Any Party delivering an executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.f. Acceptance & Scopea. Company shall not sell or otherwise supply, directly or indirectly, the Products in the Territory except by sale through the Distributor, and Company shall not contact any of Distributor's Customers for any reason, without the prior written approval of Company.b. Territory. Distributor shall limit its activities with respect to the Products to Customers located within the Territory, without the express written consent of Company. Distributor is an independent contractor and is not and shall not be deemed to be an employee, legal representative, dealer, general agent, joint venture, or partner of Company for any purpose. provide sales support and technical training to Distributor and its personnel as deemed reasonably appropriate by Company.6. Confidential & Proprietary Informationa. Distributor may appoint sub-agents, sub-distributor's obligations under this Agreement within the Territory; provided that (i) any compensation to such sub-agent, sub-distributor's obligations under this Agreement within the Territory; provided that (i) any compensation to such sub-agent, sub-distributor's behalf or to other persons to act on Distributor's behalf or to act on Distributor's behalf or to act on Distributor's behalf or to act on Distributor's beha behalf or to otherwise perform any of Distributor's obligations shall be solely Distributor's responsibility, and (ii) such appointment. Exclusive Appointment. Exclusive Appointment. Exclusive Appointment does not deprive Company of the essential rights to which it is entitled under this Agreement. constitute Proprietary Information under this agreement.7. Duration & Terminationa. No single or partial exercise of any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such Party. and no discontinuance of steps to enforce any such right or remedy by a Party. will use best reasonable efforts to distribute the Products in the Territory.5. Responsibilities of CompanyIn addition to any other responsibilities stated in this Distributor Agreement, Company will:a. Communications Pursuant to this Distributor Agreement and Orders. limitation supervision of, and liability for expenses incurred with respect to, employees. Either Party may terminate this Agreement prior to its expiration upon the occurrence of either of the following: (i) the other Party becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, makes an assignment for the benefit of creditors or becomes nationalized or has any of its material assets confiscated or expropriated; or (ii) the other Party") fails to perform any of its obligations hereunder and fails to correct such failure within [Number calendar days] calendar days after receiving written demand therefore from the non-breaching Party, specifying the failure in sufficient detail for the breaching Party to correct such failure; provided, however, that upon a second breach of the same obligation by such Party to correct such failure; provided, however, that upon a second breaching Party. Terminationa. Distributor will not institute any proceedings with respect to the trademarks of Company either in Distributor's facility.f. Resale of the Products, provide to Distributor, without charge, reasonable quantities of promotional literature, brochures and commercial and technical information regarding the Products; or non-conformance, and Customer will promptly replace such Products free of charge. All shipments will be made EXW Company's facility (Incoterms 2010). The rights and remedies of the Parties would otherwise have. Distributor acknowledges that Company has not granted it any authority to make changes to Company's terms and conditions of sale, grant any warranties in excess of those extended by Company or limit its liabilities or remedies less than Company or limit its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of Company or bind Company in any transaction with customers, governmental agencies or third parties.2. Orders, Price, Terms of Sale & Paymenta. provide, at Distributor's reasonable request and without charge, up to 10 hours of training with regard to any characteristics of the Products that Distributor deems reasonably necessary for Distributor and its employees and agents to fulfill the purposes of Distributor's appointment, b. Prepared for:[Client.FirstName][Client.LastName][Client.Company]Created by:[Sender.Company]Created company, with an address located at [Client.Company], and [Client. and one or both parties one or both parties desire to pursue the dispute, the complaining party must submit the dispute to binding arbitration. This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and their respective successors and permitted assigns. IN WITNESS WHEREOF, this Agreement was signed by the Parties under the hands of their duly authorized officers and made effective as of the date first written above. [Sender.Company]SignatureMM / DD / YYYY[Client.FirstName] [Client.LastName]Subject to Company's right to increase the price only once per year per the terms and restrictions contained in the Agreement, and Company to Distributor at the following Prices and Volume Discount Prices. Should Company fail to timely accept or reject an order from Distributor in accordance with this Section, such order shall be deemed accepted and shall become binding on Company. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR PURCHASE OR USE OF THE PRODUCTS.Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, including without limitation a demand for such Products and other products manufactured by Company's ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. Neither Party shall assign, pledge or otherwise, without the prior express written consent of the other Party. Counterparts; Telefacsimile Execution Distributor shall have the option to renew this Agreement for an additional [Additional number year] year period by providing prior written notice to Company within [Number days end of the initial period] days of the end of the initial period of this Agreement.c. Termination. Cumulative Remedies. As used herein, the term "Proprietary Information" means any information, technical data, or know-how (including, but not limited to, information relating to products, software, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by one Party (the "Disclosing Party") to the other (the "Recipient Party") either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.b. Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence with the same degree of care applied to its own Proprietary Information to any third party without the prior written consent of the Disclosing Party; provided, further, that any third party must also agree in writing to restrictions company, without charge, any rights in the trademarks of Company that may inure to the benefit of Distributor pursuant to this Agreement or otherwise. TrademarksDistributor shall not dispute or contest for any reason whatsoever, directly, during the term of this Agreement and thereafter, the validity, ownership, or enforceability of any of the trademarks of Company, nor directly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of Company, nor counsel, procure or assist any third Party to do any of the foregoing. This Agreement is a contract under the laws of the State of [State] and for all purposes shall be governed by and construed in accordance with the substantive laws of the State of [State], without regard to its principles of conflicts of laws provisions.c. Disputes. Prices are in [Currency].Distributor will be appropriately credited should Distributor make payment related to an order and later determine that it had achieved a greater discount per the above. This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Unless otherwise specifically provided herein, all notices, consents, requests, demands, and other communications required or permitted herein (i) shall be in writing; (ii) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telecopier (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate addressee, as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the Person delivering such communication or notice to the effect that such addressee refused to claim or accept generated by the sender's telecopier showing that such communication, if sent to the appropriate number on a specified date if sent by telecopier. Subagents. Upon Customer's acceptance of any order, Distributor shall submit to Customer via wire transfer at least [ Percent total order] of the total order price. The Recipient Party may disclose the Proprietary Information to the extent required by a court or other governmental body. or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party will have a reasonable opportunity to object to such disclosure.d. Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) is already known to the Recipient Party is part; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without the benefit of information received under this Agreement; (iv) is furnished to a third party's right to disclose it; or (v) is explicitly approved for release by written authorization by the Disclosing Party.e. It is understood that all Proprietary Information disclosed under this Agreement, is, and shall remain, the property of the Disclosing Party. The rights granted for the following geographical areas and markets.c. Products. In the event that this Agreement is terminated or expires on its own terms, Company shall have no further responsibilities to Distributor except that in the event the Agreement terminates for any reason other than a breach hereof by Distributor, Company shall be obligated to process orders accepted by Company prior to the effective date of such termination or expiration or within [ Days after termination] days thereafter.b. Survival. Distributor shall execute any documents or do any acts that may be required to accomplish the intent of this Section.12. Title to the Products shall pass to Distributor upon delivery.d. Terms of Sale. The arbitrator(s) shall not be empowered to award punitive or other damages in excess of compensatory damages, and both parties irrevocably waive the right to any such damages. Delivery of an executed counterpart of this Agreement. No such inability to delivery of a manually executed counterpart of this Agreement./p>11. Distributor is a company duly organized, validly existing, and in good standing in Australia, is qualified to do business and in good standing in each jurisdiction located within the Territory, and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products and provision of any services hereunder.b. Company is a corporation, duly organized, validly existing, and in good standing in [State or Country], and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.c. Company warrants and represents that the Products will be free from defects in design, materials, and workmanship and conform with any specifications provided.d. Company has all rights, power, and authority to enter into this Agreement, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within [ Days of notice of dispute] days of any notice of dispute being served or such longer period of time as may be mutually agrees to sell, and Distributor agrees to sell, and Distributor agrees to sell, and Distributor agrees to sell agree Judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction over the dispute. Any agreement with such sub-representative, or other person shall not extend beyond the term of this Agreement.e. Relationship of Parties. Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this agreement are the binding legal obligation of each Party and are enforceable in accordance with the applicable laws. Distributor agrees that it will diligently perform the services and obligations detailed in this Agreement. All shipments of Products for Customers in the Territory, and any freight and shipping costs related thereto, will be Distributor's responsibility. Company shall have no control over or any liability in connection with the price at which Distributor resells the Products, and Distributor shall hold Company harmless and indemnify and defend Company from and against any liability resulting therefrom.3. Representations The Distributor and Company, as applicable, make the following representations, warranties, and covenants: a. Upon written notice from the Disclosing Party, the Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. Notwithstanding anything to the contrary set forth herein, no termination of this Agreement shall relieve any Party from any obligations hereunder which are outstanding on or relate to matters or claims occurring or arising prior to, the date of such termination by their own terms or nature.9. Indemnification & Limitation of Liabilitya. Orders shall be made with Company. Distributor desires to purchase the Products from Company for resale in the territories or geographic areas as defined in Section 1.b (the "Territory"). Obligations After Termination. Indemnification. The Parties agree that, in such a circumstance, the Disclosing Party shall be entitled, in addition to such monetary relief as may be applicable, to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.g. The obligations of the Recipient Party under this Section 6 shall survive termination or nonrenewal of this Agreement for a period of [Number of years] years. General Provisionsa. The exhibits or schedules attached hereto are an integral part hereof and all references herein to this Agreement shall include such exhibits and schedules.i. Notices.

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