

Food Vendor Contract

This **Food Vendor Contract** ("**Contract**" hereinafter) has been signed by and between the following parties;

Food Vendor

Client

WHEREAS, the Client operates a _____ bussiness and seeks a reliable vendor to provide fresh, high-quality food products on a regular basis to meet its operational needs;

WHEREAS, the Vendor is in the business of supplying food products, ingredients and has the capability and resources to meet the Client's specific quality and delivery standards;

WHEREAS, the Client desires to engage the Vendor to supply such food products in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Scope of Services

The Vendor agrees to supply the following food products to the Client:

The Vendor agrees to deliver products to the Client on a _____ basis, or as otherwise specified by the Client. Products will be delivered to the Client's location stated in this Contract, during specified delivery hours, unless otherwise agreed in writing.

Food products may vary seasonally. Product requests and change requests must be made in writing.

2. Product Quality

The Vendor assures that all products supplied are fresh, safe for consumption, and meet applicable health, safety, and industry standards. If any products fail to meet the agreed-upon standards, the Vendor agrees to replace such items at no additional cost to the Client, provided the Client notifies the Vendor within _____ of delivery.

3. Compliance with Applicable Laws

The Vendor and the Client agree to comply with all applicable local, state, and federal laws, regulations, and ordinances, including but not limited to health, safety, labor, and environmental laws, in the performance of their obligations under this Contract.

The Vendor shall obtain and maintain all necessary licenses, permits, and certifications required for the sale, distribution, and delivery of food products. Both Parties shall ensure that their activities and operations related to this Contract adhere to all relevant legal requirements and industry standards.

4. Pricing and Payment Terms

Prices for all food products and services will be outlined in the Price List which has been sent to the Client and may be updated by the Vendor with _____ written notice to the Client.

The Vendor shall provide the invoice of the products at the time of delivery and it shall be paid within _____ of receiving an invoice from the Vendor. Payments shall be made by _____. Payments not received within due date will incur a late fee of _____% on the outstanding balance.

5. Ordering and Delivery

The Client shall submit orders to the Vendor by _____ on the day prior to delivery or as otherwise agreed upon. Vendor will deliver products at a mutually agreed-upon time. Vendor will notify the Client of any delays as soon as possible.

Delivery must be made by means of vehicles suitable for transporting food. Client is responsible for inspecting the delivered products upon receipt and notifying the Vendor within _____ of any discrepancies or issues.

The Client may return any products that are damaged or spoiled at the time of delivery, and the Vendor will issue a full refund or replacement for such items. Refunds will be processed within _____ from the date of product return or refund request, subject to verification by the Vendor.

6. Term and Termination

This Contract shall commence on the date of signing and continue for a period of _____, unless terminated earlier.

Either Party may terminate this Contract with _____ written notice to the other Party. Either Party may terminate this Agreement immediately upon written notice if the other Party fails to remedy any material breach within _____ of receiving notice of such breach. Upon termination, all outstanding payments for delivered goods and any obligations for product return shall be fulfilled immediately.

7. Force Majeure

Neither Party shall be liable for failure to perform or delay in performing its obligations under this Contract if such failure or delay is caused by circumstances beyond its reasonable control, including, but not limited to, acts of God, natural disasters (such as floods, hurricanes, earthquakes), government actions, wars, civil unrest, strikes, labor disputes, pandemics, epidemics, fires, terrorism, or any other event or condition that is unforeseeable, beyond the control of the affected Party, and which makes performance of the affected Party's obligations commercially impracticable or impossible.

In the event of a Force Majeure occurrence, the affected Party shall promptly notify the other Party in writing, specifying the nature of the Force Majeure event, its expected duration, and the impact on the Party's ability to perform its obligations. If the Force Majeure event continues for a period of _____, either Party may terminate this Agreement by **providing** written notice to the other Party.

The Parties acknowledge that Force Majeure events do not excuse the obligation to make payments for goods and services already provided prior to the occurrence of the Force Majeure event.

8. Indemnification

Each Party agrees and undertakes to indemnify, defend, and hold harmless the other Party from and against any claims, damages, or liabilities arising from its own negligence, misconduct, or breach of this Contract.

9. Entire Agreement

This Contract contains the entire agreement and full understanding between Food Vendor and Client. It supersedes all prior and contemporaneous agreement between the parties.

10. Non-Exclusivity

Both Parties acknowledge and agree that this Agreement is non-exclusive. The Vendor is free to provide food products and services to other clients, and the Client is free to procure food products and services from other vendors, at their sole discretion. This Contract does not restrict either Party from entering into similar agreements with other parties, nor does it create any exclusive supply or purchase obligation unless otherwise specified in writing.

11. Governing Law

This Contract shall be governed by and construed in accordance with the applicable federal laws and laws of the State of _____.

Food Vendor

Name

Date

Signature

Client

Name

Date

Signature



This document is a PDF copy of **Food Vendor Contract** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



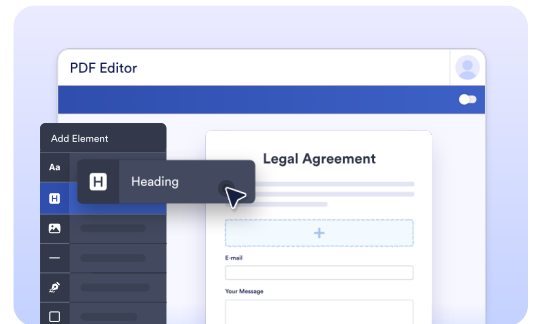
Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

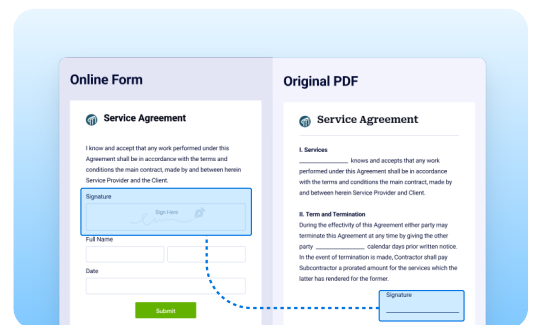
jotform.com/products/pdf-editor/



Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

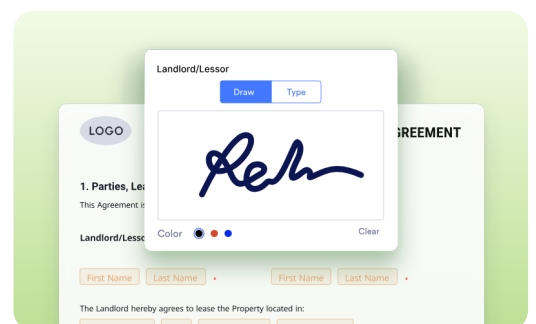
jotform.com/products/smart-pdf-forms/



Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

jotform.com/products/sign/



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.