



## Food Trucks / Covered Services

Food trucks would arguably **not be** subject to Article 5/Regents Policy 5402 in the following circumstances:

- There is no formal agreement/contract with the food truck operator(s) to provide specific services.
- Any agreement with the food truck operator would be limited to permitting the food truck operator to operate on UC space but does not set specific service levels (for example, days/hours of operation, food to be provided). Terms may include requirements regarding the use of space such as compensation for use, appropriate behavior while on UC property, or maintenance of occupied space.

Food trucks would generally **be subject** to Article 5/Regents Policy 5402 when any of the following applies:

- The location enters into an agreement with a food truck operator, or a third party who contracts with a food truck operator, to cater a specific event.
- The location enters into an agreement with a food truck operator, or a third party who contracts with a food truck operator, to supplement or replace existing food service operations and the agreement requires the food trucks to meet specific service requirements (see 14.a.ii. above).
- The location receives revenue from the food truck operation (the degree to which the campus is recovering more than its costs likely increases the perception that the contract with the food truck operator is a contract for food services).