

FREE EXCERPT

MOBILE COFFEE CONTRACT GUIDE

SAMPLE NOT FOR USE AS ISSUED

An editable educational starting point for a mobile coffee business in any state. Review with a local attorney is required before you put it in front of a client.

Free

NO CARD NEEDED

2

CLAUSES IN FULL

29

IN THE FULL SAMPLE

Any

STATE — ADAPT LOCALLY

WHAT IS INSIDE

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WHAT THIS SAMPLE IS, AND WHAT IT ISN'T

This contract sample is an educational planning resource. It is **not** a legal opinion, a food-safety or permitting opinion, a tax strategy, an insurance recommendation, or a guarantee of regulatory approval or business results. It has not been drafted for your business, your county, your venue rules or your service model.

ATTORNEY REVIEW REQUIRED

Have **an attorney licensed in your state** who understands mobile food and beverage service review and adapt this document before you use it with a paying client. Clauses that are enforceable in one state, county or service model may be unenforceable – or illegal – in another.

LOCAL RULES CONTROL

Alcohol, licensing, health, fire, zoning, transportation, insurance and special-event requirements vary by jurisdiction and by operating model. Confirm current requirements directly with the authorities and qualified professionals responsible for your business – their answers govern, not ours.

YOU OWN THE INPUTS

Fees, deposits, refund windows, guest minimums, clearance dimensions and service windows in this sample are **illustrative**. Replace every one of them with numbers you can defend from your own pricing, insurance and operating reality before an attorney reviews it.

You may adapt this sample for use in your own business. You may not reproduce, resell, teach or repackage it. The **SAMPLE** watermark appears on every page of this document by design – remove it only after your attorney has approved your adapted version for use.

READ THIS FIRST

THE CLAUSES THAT DECIDE WHO PAYS WHEN THE POWER IS NOT THERE

This is a free excerpt from our Mobile Coffee Service Agreement sample. It is not a usable contract — it is enough of one that you can judge whether the full sample is worth buying, and enough that you know what your own agreement is missing.

WHAT IS IN HERE

- ▶ What a mobile coffee service agreement has to cover, and why each part exists.
- ▶ The complete clause list from the paid sample, so you can audit your own contract against it.
- ▶ Two clauses reproduced in full — power, and food safety and allergens.
- ▶ The five clauses most coffee operators are missing.
- ▶ What the full sample adds, if you decide you want it.

WHY A COFFEE CONTRACT IS NOT A BAR CONTRACT

Coffee service fails on different things. A mobile bar argues about alcohol liability; a coffee trailer argues about a twenty-amp circuit shared with a DJ, a setup window too short for the machine to reach temperature, and a guest with a dairy allergy. Those are the clauses that carry the risk, and a repurposed bar contract does not have them.

THIS IS STATE-NEUTRAL ON PURPOSE

Contract enforceability, liability limits and food-service rules differ by state. Nothing here is drafted for your state, your county or your service model. Governing law, venue and arbitration appear as blanks you complete with an attorney licensed where you operate.

SAMPLE DOCUMENT

Educational sample. Not legal advice. Have any agreement reviewed by an attorney licensed in the state where you operate before you use it with a paying client.

THE STRUCTURE

WHAT A COFFEE SERVICE AGREEMENT HAS TO COVER

FOUR JOBS, IN ORDER

A working agreement identifies who is party to it and what event it covers, fixes the money, allocates risk, and says what happens when something goes wrong. Most homemade coffee contracts do the first two and skip the second two — which is backwards, because the first two rarely cause disputes.

1 WHO AND WHAT

- ▶ Parties, with your entity named and the state it was formed in.
- ▶ Client details, and who is authorized to approve anything that costs money on the day.
- ▶ Event details: date, service window, arrival and teardown times, venue and exact service location.
- ▶ Guest count, any stated minimum, and a written deadline for the final count.
- ▶ The menu and services being provided, specifically enough to prove later.

2 THE MONEY

- ▶ Fees, non-refundable deposit, and when the balance is due.
- ▶ A cancellation and refund schedule tied to how far out the cancellation happens.
- ▶ Rescheduling, and whether amounts paid transfer.
- ▶ Per-guest overage rate if the actual count exceeds the confirmed count.
- ▶ Additional hours, and applicable sales tax.

THE STRUCTURE, CONTINUED

RISK, AND WHAT HAPPENS WHEN IT GOES WRONG

3 THE RISK – AND THIS IS WHERE COFFEE DIFFERS

- ▶ Power: the exact receptacle, amperage, dedicated circuit and distance, plus what happens if it is not there.
 - ▶ Site access and placement: cleared area, gate width, surface, grade, turning room, tow vehicle parking.
 - ▶ Setup and teardown windows, with equipment warm-up time named.
 - ▶ Water source and lawful waste disposal.
 - ▶ Food safety and allergens, with a stated limitation on what you can guarantee.
 - ▶ Indemnification paired with a limit on your liability.
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4 WHAT HAPPENS WHEN IT GOES WRONG

- ▶ Weather, safety and force majeure – with a backup location and a decision deadline.
 - ▶ Conduct, and your right to refuse service or end it early.
 - ▶ Termination, and what happens to money already paid.
 - ▶ Dispute resolution, governing law and venue.
 - ▶ Notices, severability, waiver and the entire-agreement clause.
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THE PATTERN

Every clause in the risk group exists because the client controls something you need and cannot verify until you arrive. The contract is where you make their description of the site into their responsibility.

THE PAID SAMPLE

EVERY CLAUSE IN THE FULL SAMPLE

AUDIT YOUR OWN CONTRACT AGAINST THIS

Twenty-nine clauses, plus fill-in sections and signature blocks. Mark what your current agreement does not have.

- 1–3 Term · Fees, deposit and payment · Guest count and minimum
- 4–5 Cancellation and refund · Rescheduling
- 6–7 Weather, safety and force majeure · Site access and placement
- 8 Setup and teardown, including equipment warm-up time
- 9–11 Power · Water and waste · Venue permissions and permits
- 12–14 Standard of service · Food safety and allergens · Additional hours and services
- 15–17 Client responsibilities · Equipment and damage · Conduct and refusal of service
- 18–20 Branded materials and client-supplied assets · Photo and video release · Insurance
- 21–24 Indemnification and limitation of liability · Independent contractor · Termination · Assignment
- 25–28 Notices · Dispute resolution · Governing law and venue · Attorney's fees
- 29 Severability, waiver, entire agreement, headings

PLUS THE PARTS THAT ARE NOT CLAUSES

- ▶ Client, event, menu and equipment details as fill-in fields.
- ▶ Eight client initial points, and signature blocks with an effective-date line.

SAMPLE DOCUMENT

Clause numbering in the full sample. Your attorney may add, remove or renumber clauses for your state and service model.

SAMPLE CLAUSE

CLAUSE 9 – POWER

The clause that prevents the most common ruined coffee event. Reproduced exactly as it appears in the full sample.

9 POWER

Client shall provide access to electrical power meeting the following specification:

_____ receptacle, _____ amperes, on a circuit dedicated to Company's use, located not more than _____ feet from the service location. Client warrants that the circuit is not shared with other vendors, lighting, sound equipment or catering equipment.

If adequate power is not available, Client shall notify Company not later than _____ days prior to the event so that a generator may be arranged. Client acknowledges and accepts the noise associated with generator operation and shall be responsible for any generator fee stated in this Agreement.

Company shall not be liable for delay, reduced menu or interruption of service caused by inadequate, shared or failed power at the venue.

CLIENT INITIALS – POWER REQUIREMENT _____

WHY IT IS WRITTEN THIS WAY

The three parts do three jobs. The specification makes the requirement checkable rather than a conversation. The dedicated-circuit warranty is the important sentence – venues routinely offer an outlet that is technically adequate and already carrying a band, and this puts that on the client. The final paragraph means a shared breaker is not your refund.

Fill in the specification from your own equipment, not from a template. It is the one clause where a wrong number is worse than a blank.

SAMPLE DOCUMENT

Your power specification must come from your own equipment nameplates and a licensed electrician, not from a sample contract.

SAMPLE CLAUSE

CLAUSE 13 – FOOD SAFETY AND ALLERGENS

The clause most coffee contracts do not have at all, and the one with the largest exposure behind it.

13 FOOD SAFETY AND ALLERGENS

Company handles dairy, alternative milks and flavoring products in a compact mobile environment in which cross-contact is possible. Company does not represent that any beverage is free from any allergen, and Company's equipment is not dedicated to allergen-free preparation.

Client shall inform Company in writing of known allergen concerns in advance. Client acknowledges that guests with severe allergies should not rely on Company's beverages and that final responsibility for a guest's dietary decisions rests with that guest.

COMPANY CANNOT GUARANTEE THAT ANY BEVERAGE IS FREE FROM ALLERGENS, INCLUDING MILK, SOY, NUTS OR GLUTEN. CLIENT IS RESPONSIBLE FOR COMMUNICATING THIS LIMITATION TO GUESTS.

CLIENT INITIALS – ALLERGEN LIMITATION _____

WHY IT IS WRITTEN THIS WAY

Honest rather than reassuring. A trailer with one steam wand, shared pitchers and a syrup rail cannot promise an allergen-free drink, and pretending otherwise is where the liability sits. Stating the limitation, in capitals, with a separate client initial, is what makes it defensible.

It also does operational work: it obliges the client to tell you about allergen concerns in advance, which is when you can actually do something about it.

AUDIT

THE FIVE CLAUSES MOST COFFEE OPERATORS ARE MISSING

1 A POWER SPECIFICATION WITH A DEDICATED-CIRCUIT WARRANTY

Not “client will provide power.” The receptacle, the amperage, the distance, and an explicit warranty that the circuit is not shared. Without it, an outlet already carrying the DJ becomes your reduced menu and your refund conversation.

2 A SETUP WINDOW THAT NAMES WARM-UP TIME

Espresso equipment needs time to reach and hold temperature. A contract that gives you access fifteen minutes before service has agreed to something you cannot deliver. The clause should state the minimum access time and say plainly that insufficient setup time may reduce the menu.

3 SITE ACCESS DIMENSIONS IN WRITING

Cleared area, gate width, surface, grade, turning room and tow vehicle parking — as numbers the client warrants, not a description you took over the phone. This is the clause that decides who pays when the trailer physically cannot reach the spot.

4 AN ALLERGEN LIMITATION

Reproduced in full on the previous page. Most homemade coffee contracts say nothing about allergens, which leaves the exposure entirely with you.

5 A NAMED EVENT-DAY DECISION MAKER

Someone with authority to approve extra hours or a menu change. Without one you spend the event trying to reach a host who has gone home, and then argue afterwards about who authorized what.

IF YOU WANT THE REST

WHAT THE FULL SAMPLE ADDS

THE MOBILE COFFEE SERVICE AGREEMENT SAMPLE

- ▶ All twenty-nine clauses in full, state-neutral, with blanks for your state and county.
- ▶ Fill-in client, event, menu and equipment sections formatted for paper or e-signature.
- ▶ Eight client initial points positioned on the highest-risk terms.
- ▶ Signature blocks with an effective-date line.
- ▶ A “how to adapt this” page: what to replace before an attorney sees it, and the specific questions to ask them.
- ▶ SAMPLE watermarked on every page, so you cannot accidentally hand a client an unreviewed draft.

AND IF YOU ARE BUILDING THE BUSINESS, NOT JUST THE CONTRACT

The Mobile Coffee Trailer Course covers the nine areas this contract touches: foundations and compliance, the trailer and equipment, coffee craft and workflow, menu and pricing, locations and public events, private and corporate events, marketing, launch and suppliers, and the business plan.

ONE LAST THING

Whatever you use — ours, a competitor’s, or something you write yourself — have an attorney licensed in your state read it before a client signs it. A contract you have not had reviewed has never been tested, and the first time it gets tested is the worst possible time to find out.

SAMPLE DOCUMENT

Educational sample. Not legal advice. mobilebusinessbuilders.com