



City of Falfurrias
The Quarter Food Truck Park
Vendor License Contract (“Contract”)

Contract Details:

Effective Date of this Contract: _____ **Date(s) of the Event:** _____

Owner: City of Falfurrias

Owner Address: 215 E. Allen St., Falfurrias, TX 78355

Vendor will participate in (“Event”): _____

Food Truck/Mobile Food Unit (MFU) Vendor Commitment:

12 DAYS (1 Month) – Thursday, Friday, and Saturday (6 PM – 12 AM) – **\$600**

72 DAYS (6 Months) – Thursday, Friday, and Saturday (6 PM – 12 AM) – **\$3,000**

Acceptable forms of payment: Vendor Commitment payments shall be made by check, money order, electronic payment, or cash. In the event of a dishonored check, any future payments by Vendor must be made by money order.

Services provided by the City of Falfurrias per Food Truck/MFU:

- Electricity (Up to 550 kWh/month)
- Water (Up to 3,000 gallons/month)
- Servicing and Waste Discharge Area (Required by Texas Health and Human Services)

General Services provided by the City of Falfurrias at The Quarter Food Truck Park:

- High-Speed WiFi
- Security Camera Surveillance
- Restrooms for Vendors and Customers
- Hand Wash Station for Customers
- Tables and Seating Areas for Customers
- Live Band (Up to twice a month; subject to availability/feasibility)
- Trash receptacles throughout the Park

Vendor Information:

Vendor Business Name: _____

Vendor Business Responsible Party Full Name: _____

Vendor is (Check one only): ___ an individual a _____ (type of business) organized under the laws of (state) _____.

Vendor Address: _____

Vendor Telephone: _____ **Vendor Email Address:** _____

Approved Vendor Services: _____

Do you have (all that apply): __Facebook __Twitter __Instagram Other: _____

If yes, please provide social media handle(s)/name(s): _____

Website (if applicable): _____

Food Truck Information:

Description of Food Truck/MFU (Make, model, design/color) _____

Size of Food Truck/MFU: _____ License Plate Number: _____

Do you accept credit cards at your truck? Yes No

If so, which cards: _____

"You" means the Vendor(s). "We", "us" and "our" mean Owner, City of Falfurrias, and its employees, officials, volunteers, and agents. You and we agree that:

1. You will be present and fully operational to provide the services at the Event. We will provide you with a designated space from which to provide your services from your food truck.
2. You are entirely responsible for obeying and remaining compliant with all State of Texas Food Establishment Rules, including but not limited to operating from a Central Preparation Facility or other fixed establishment; and shall have obtained all required permits and licenses, including but not limited to a State Mobile Food Unit license and a Certified Food Manager Certification. Owner reserves the right to verify all State permit and other requirements are met by each Food Truck/MFU, and reserves the right to reject or close any Food Truck/MFU that does not meet such requirements.

For more information on State of Texas Department of Health and Human Services MFU requirements, call the State Public Sanitation and Retail Food Safety Unit at (512) 834-6753; or see <https://dshs.texas.gov/foodestablishments/pdf/GuidanceDocs/23-15129-Guidelines-for-MFU--w-Citations-04152019.pdf>.

3. You will:
 - a. Provide all food, merchandise and staff.
 - b. Follow our rules and instructions, including but not limited to the attached Terms and Conditions.
 - c. Provide services from _____ to _____ on the date of the Event.
 - d. Work from the space we assign to you and arrive at the time you are assigned.
 - e. Obey all laws, rules, and regulations.
 - f. Ensure your staff obeys all laws, rules, and regulations, and comports themselves in a professional manner.
4. You will leave your assigned space in the same condition as when you arrived. Any damage to the space, including but not limited to staining from the operation of the food cart or truck, will be fully remedied at your expense.
5. You will provide the food listed on your Proposal. You will not sell or display/provide any other kinds of merchandise. We can remove any merchandise that we have not approved. We will not be responsible for safeguarding any removed merchandise.
6. Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property, no matter how it is caused. You must obtain any insurance you want for your merchandise and other property. If your property is lost, stolen or damaged, you will not look to us or hold Owner, its agents, employees, volunteers, or officials, responsible for payment or reimbursement.

7. You agree to pay Owner \$_____, as set forth in the Proposal, for your participation in the Event.

Proposed Inventory - Please separately list or attach your anticipated menu and/or services.

Additional Terms and Conditions

Location:

Food trucks for the Event will be located at _____ between the City of Falfurrias Baseball Field and Kiddie Park.

Attendance:

If you are unable to provide services at the event, you must notify the City of Falfurrias office at (361) 325-2420 as soon as possible (during business hours), at least 72 hours prior to the Event. Owner will not refund payment if you cancel later than 72 hours prior to the Event or fail to show up for the term specified in this Contract.

Weather Policy:

The Event may be cancelled due to inclement weather as determined in the Owner's sole and absolute discretion. Notification of cancellation will be provided by 12 PM on the date of the Event, unless weather events could not be reasonably determined by that time. The Event may or may not be rescheduled for a later date.

Merchandise:

Owner reserves the right to approve and deny merchandise/produce/goods that have not been approved through the Proposal. Owner, its agents, or its employees will not be responsible for safeguarding merchandise.

Owner does not guarantee revenue or a certain number of customers to Vendors. Owner will not refund any fees received from Vendors for unsatisfactory business

Operations and Damages:

You are fully responsible for ensuring that your assigned space at the Event is left in the same condition at the end of the Event as when you arrived. Any damages to Owner's property, including but not limited to staining from the operation of the food cart or truck, will be fully remedied at your expense.

Health Inspection:

Vendors must provide Owner with a copy of their State-issued mobile food unit license within two (2) business days from the Effective Date of this Contract. Vendors are expected to follow all rules and regulation as set forth by Brooks County and the State of Texas. Vendors must comply with all City Health Inspectors and their agents.

Security:

You assume all risk of loss or damage to merchandise or other property, regardless of cause. The Owner is not responsible for property that is lost, stolen, or damaged.

Media Release:

By signing this Food Truck Vendor Contract and by participating in the Event, you agree to the following statement:

I hereby give my consent to all photographs, audio recordings, academic work, and/or video recordings taken of me or my staff. I understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of the Owner and may be used by Owner, or others, for educational, instructional or promotional purposes determined by Owner in broadcast and media formats now existing or created in the future. Further, I hereby give my consent to Owner to use my logo, organization name, website, social media accounts, and other marketing resources to be used for online or physical marketing of The Quarter Food Truck Park.

Trash:

Trash receptacles will be placed throughout Event for use by attendees. Owner is unable to provide individual trash receptacles for Vendors. Vendors are expected to dispose of their business' trash in the commercial trash receptacle provided (to be shared by all Vendors) and not

use trash receptacles for attendees. Receptacles are only available for trash aggregated during the Event.

Indemnification:

You agree to indemnify, defend, and forever save and hold harmless Owner and its affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors, and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses, (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, warranty, or representation made herein, or for claims not closely related to our duties under this Agreement, except to the extent such claims arise from our negligence or willful misconduct. The foregoing indemnification shall survive any termination or the expiration of the term of this Contract.

Insurance:

Prior to participation in the Event, you will deliver to Owner current certificates of insurance (and original additional insured endorsement with respect to the insurance described in clauses (ii) and (iii), below) which evidence that you are carrying (i) workers' compensation insurance in statutory amounts (if applicable), together with Employer's Liability coverage with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (policy limit) and \$1,000,000 bodily injury by disease (each employee); (ii) a commercial general liability insurance policy, including contractual liability coverage, in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (iii) automobile liability insurance covering all owned, non-owned and hired vehicles in an amount of at least One Million Dollars (\$1,000,000) per accident. The insurance policies described above in clauses (ii) and (iii) shall be endorsed to name Owner and their respective directors, officers, employees and any agent of the foregoing (collectively, the "Owner Parties") as additional insureds, shall be primary and non-contributing with any other insurance available to Owner and Owner Parties, shall be issued on an occurrence basis, and shall contain a full waiver of subrogation clause. All insurance referred to in this Section to be carried by you shall be with financially responsible insurance companies having a rating of not less than A-/VII from A.M. Best & Co.

Any changes to this Contract must be in writing and signed by both parties.

Owner:

Vendor:

City of Falfurrias

Falfurrias, TX 78355

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

For Office Use Only:

Date Received: _____ Received By: _____

Payment Date _____ Received By: _____

Date Insurance Received _____ Received By: _____