



FOOD TRUCK VENDOR AGREEMENT

This Agreement is between the Vendor identified below and the City of Grosse Pointe Woods ("City"), a Michigan municipal entity located at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236, for the Event indicated below.

Date(s) of the Event: _____ **Schedule Event Time:** _____

Name and location of the Event: _____
_____ ("Event").

To be completed by Food Truck Vendor:

Vendor's Name: _____

Name of Food Truck: _____

Address: _____

Phone Number: _____ **Email Address:** _____

Time to provide services on event date: _____ to _____ **Power Requested:** Yes No

1. Vendor will be present and fully operational at the Event on the date(s) indicated above. Vendor will be provided with a space from which to sell your goods from your food truck. Vendor is responsible to secure all required permits and licenses.
2. Vendor will:
 - (a) Provide all food merchandise and staff.
 - (b) Provide services at times stated above on the date of the Event.
 - (c) Follow all local, state, and federal laws and regulations.
 - (d) Work from the space you are assigned.
 - (e) Provide a quality food product and a food truck that is staffed by clean, professional and courteous personnel.
 - (f) Plastic food gloves shall be used by Vendor personnel. No contact with money shall be allowed by persons handling food.
 - (g) Appropriate fire extinguisher equipment must be inside the truck and readily accessible during the Event.
3. Operations and Damages: Vendor is 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 damage to the Event location caused by Vendor or Vendor employees or agents will be fully remedied at Vendor's expense. If Vendor does not repair the damage to the condition it was in upon Vendor's arrival at the

Event, the City will make all necessary repairs and/or replacements and Vendor shall reimburse the City for all costs associated with repairing or replacing the damaged property within thirty (30) days from the date the City sends Vendor written notice of the damage with copies of paid receipts for all such work.

4. Trash: The City will provide one trash receptacle for Vendor use. Any additional trash shall be removed by the Vendor at the end of the Event.
5. Licensing: Vendor is expected to comply with all local, county, and state rules and regulations, including all regulations applicable to the sale of food and beverages, and shall cooperate and comply with all health inspectors and their agents. Copies of licensing shall be provided to the City at least fifteen (15) days prior to the event.
6. Weather Policy: The Event will operate rain or shine; however, the Event may be canceled due to inclement weather as determined in the City's sole and absolute discretion. Notification of cancellation will be provided by the City. The Event may or may not be rescheduled for a later date.
7. Security: Vendor assumes all risk of loss or damage to merchandise or other property, regardless of cause. The City is not responsible for property that is lost, stolen, or damaged.
8. Media Release: By signing this Food Truck Vendor Agreement 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 City and may be used by the City, or others with their consent, for educational, instructional or promotional purposes in broadcast and media formats now existing or created in the future.

9. Indemnification: Vendor shall indemnify, defend, and hold the City, its elected and appointed officials, officers, employees and agents harmless from any and all claims, losses or damages arising by virtue of its occupancy of the assigned space and participation in the Event.
10. Insurance: At least fifteen (15) days prior to the Event, Vendor will deliver to the City current certificates of insurance (and original additional insured endorsements with respect to the insurance described in clause (ii), below) which evidence that Vendor is carrying (i) workers' compensation insurance in statutory amounts, (ii) a commercial general liability insurance policy in an amount of at least One Million Dollars (\$1,000,000) per occurrence; 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 policy described above in clause (ii) shall be endorsed to name the City, its elected and appointed officials, officers, employees, and agents as additional insureds. The insurance company shall have an A rating or better. The City shall be notified of any changes to the insurance coverage and any such changes must meet the requirements stated herein.
11. The City shall provide an assigned space at the Event. If power is requested at least fifteen (15) days prior to the event, the City shall provide a power source. The City shall not be required to provide any additional services than provided in this section.
12. The City may require Vendor to leave the Event prior to its completion for failure to follow any of the above terms and conditions.

The undersigned has read and agrees with the terms and conditions of this Agreement and certifies that it is authorized to sign on behalf of and bind the Vendor.

Vendor

By: _____
Its: _____

Date:

OFFICE USE ONLY	
CITY ADMINISTRATION APPROVAL _____	DATE _____