

## **Food Truck Vendor Agreement**

THIS AGREEMENT, is by and between the GREAT PLAINS ART AND MUSIC FESTIVAL (“GPAMF”) and the party designated on the attached application (“FOOD TRUCK VENDOR”).

The GPAMF desires to permit FOOD TRUCK VENDOR to sell said items on attached application during the event. Now therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. FOOD TRUCK VENDOR agrees to pay the GPAMF 10% of total GROSS sales made at the GREAT PLAINS ART AND MUSIC FESTIVAL event to be held Saturday, October 15, 2022. Payment is due on the day to GPAMF at the end of the event.
2. RIGHT TO SELL: FOOD TRUCK VENDOR shall have the right to advertise as set forth on the application. Said sales are to occur only within the area designated by the GPAMF for the FOOD TRUCK VENDOR. The GPAMF has a zero-tolerance policy for the sale or display of product or advertising that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any FOOD TRUCK VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of GPAMF management.
3. BEVERAGES: FOOD TRUCK VENDORS shall not sell, distribute, or in any way disseminate alcoholic beverages, unless otherwise agreed upon in writing.
4. PRODUCTS: Absolutely no “GPAMF” merchandise may be sold at the event unless otherwise agreed upon in writing. FOOD TRUCK VENDORS shall not sell any item not identified on the application without prior written approval of the GPAMF.
5. HOURS OF OPERATION: FOOD TRUCK VENDORS must be fully staffed and open, and must remain fully staffed and open between the hours of 9 AM- 2 PM regardless of weather conditions. Closing early or opening late for any reason, may preclude FOOD TRUCK VENDOR from participating in future events. FOOD TRUCK VENDOR understands that the event will be held rain or shine, and no refunds shall be given. Food Trucks are encouraged to stay after 2 PM but understand it will cost \$35 dollars to enter the festival unless discounted.
6. TRUCK SPACE: FOOD TRUCK VENDOR understands that the GPAMF, at its sole discretion, will assign space for food trucks(ZOOM CALL CONSULTATIONS AVAILABLE and spots can be locked in!)
7. RENTAL EQUIPMENT: GPAMF does not provide any equipment to the FOOD TRUCK VENDOR including but not limited to chairs, tables, tents, etc. FOOD TRUCK VENDORS are required to provide their own equipment.
8. WEATHER SECURITY: FOOD TRUCK VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights and/or water barrels).
9. LOAD-IN/SET-UP: Load-in and set-up times vary based on truck location. Load-in and set-up must be completed between the hours of 6:00 a.m. – 9:00 a.m. on Saturday, October 15, 2022. All set up must be completed by 9:00 a.m. Vendor vehicles will have limited access to vendor area, please be prepared to move things by hand or self-provided dolly.
10. LOAD OUT: All FOOD TRUCK VENDOR materials and GARBAGE must be removed from event site by 8:00 p.m. on Saturday, October 15, 2022 UNLESS YOU HAVE MADE OTHER ARRANGEMENTS WITH GPAMF TO STAY LATER.

11. **SIGNAGE:** All FOOD TRUCK VENDOR signs and banners must be contained within the assigned booth space. Each FOOD TRUCK VENDOR is responsible for supplying their own signage for their booth.
12. **CONDUCT:** FOOD TRUCK VENDOR may not consume alcoholic beverages within any assigned booth space. Vendors must be suitably attired at all times. Behavior unsuitable for the GPAMF, or which constitutes a public nuisance, will not be permitted.  
VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT.
13. **STORAGE:** All FOOD TRUCK VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.
14. **ELECTRICAL SERVICE:** FOOD TRUCK VENDOR agrees to purchase electrical service, if necessary, from the GPAMF. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the GPAMF and designated in writing as part of this agreement. It is the FOOD TRUCK VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.
15. **CANVASSING:** FOOD TRUCK VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible and FOOD TRUCK VENDOR shall be liable for immediate closure and removal from the event with loss of all submitted monies. Canvassing MAY NOT be done in the street or road outside the event.
16. **SITE INSPECTION:** FOOD TRUCK VENDOR is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the GPAMF, charges to repair or correct any damage or alteration. Vendor is responsible for returning the booth space site to its original physical condition by 8:00 p.m. on October 15<sup>TH</sup>, 2022 unless allowed to stay open later.
17. **GOVERNING LAWS:** This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the GPAMF of LAWRENCE, KS., County of DOUGLAS, and State of KANSAS.
18. **SECURITY:** FOOD TRUCK VENDORS are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. The GPAMF shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
19. **INDEMNITY:** FOOD TRUCK VENDOR shall indemnify and hold the GPAMF, the GPAMF staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of FOOD TRUCK VENDOR under this agreement, and shall reimburse the GPAMF for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
20. **VIOLATIONS:** FOOD TRUCK VENDOR acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in the event. In the event this agreement is terminated as a result of any breach by the FOOD TRUCK VENDORS, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
21. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing, and executed by the parties to be bound hereto.

22. **AGREEMENT DEADLINE:** This agreement shall be signed by the FOOD TRUCK VENDOR and returned to the GPAMF on or before SEP. 15, 2022. This agreement shall become effective when received and signed by the GPAMF management.
23. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
24. **CANCELLATION:** FOOD TRUCK VENDOR understands that if the vendor cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
25. **SITE ACCESS:** The GPAMF and its agents or assigns shall have access to the aforesaid described space and premises at all times. Food truck space cannot be assigned or leased by any organization other than GPAMF management.
26. **EVENT DISPLAYS:** The GPAMF reserves the right to locate, or relocate any exhibit or display where it is in the best interest of the GPAMF. The GPAMF reserves the right to cancel any exhibit or display that is not in the best interest of the GPAMF.
27. **LICENSES:** All FOOD TRUCK VENDORS must obtain a license from ALL THE PROPER LOCAL AND STATE Departments before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement.
28. **FIRE PERMIT:** Fire Department Permits are required for the use of any temporary power sources (propane, charcoal, generators, etc.) or any large tents or canopies.
29. **LIABILITY INSURANCE:** FOOD TRUCK VENDORS must provide the GPAMF with a liability policy.
30. **WATER:** Non-potable water will not be made available at the event. FOOD TRUCK VENDORS are responsible for providing water.
31. **WASTE WATER:** Please do not dispose of wastewater anywhere other than GPAMF designated locations. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed.
32. **GREASE:** Grease splattering is an area of highest concern. Make sure to lay down carpet remnants underneath cooking area and ensure grease-catching sheets extend beyond the primary cooking area to catch splatters.

By signing this agreement, FOOD TRUCK VENDOR acknowledges that:

- a. Vendor has had the opportunity to review this agreement;
- b. Vendor has enclosed **All** required documentation and payment;
- c. Vendor has had the opportunity to consult with legal counsel if desired; and
- d. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

\_\_\_\_\_  
Printed Name of Vendor

\_\_\_\_\_  
Name of Food Truck

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date