



Auburn Farmers Market

FOOD TRUCK VENDOR AGREEMENT

THIS AGREEMENT is by and between the CITY OF AUBURN FARMERS MARKET, 113 E. Elm St., Auburn, MI 48611 (“AFM”) and the party designated on the attached application (“FOOD TRUCK VENDOR”). The CITY desires to permit FOOD TRUCK VENDOR to sell said items on attached application during Market hours (Tuesdays and Thursdays 4:00-7:00 pm) and/or during special events. 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 must have approved application, proof of insurance and license/certification if applicable, on file with the City prior to selling at the Market. Payment is due on the day of to designated Market Manager or Market representative 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 CITY for the FOOD TRUCK VENDOR. The CITY 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. Enforcement of this is at the sole discretion of the Market Board.
3. BEVERAGES: FOOD TRUCK VENDORS shall not sell, distribute, or in any way disseminate alcoholic beverages, unless otherwise agreed upon in writing.
4. HOURS OF OPERATION: FOOD TRUCK VENDORS must be fully staffed and open and must remain fully staffed and open during Market hours of 4:00 pm and 7:00 pm for the duration of Market hours on open Market days. Closing early or opening late without prior approval may result in FOOD TRUCK VENDOR’s ineligibility to participate in future events. FOOD TRUCK VENDOR understands that the Market will be open rain or shine.
5. TRUCK SPACE: FOOD TRUCK VENDOR understands that AFM, at its sole discretion, will assign space for food trucks.
6. RENTAL EQUIPMENT: AFM does not provide any equipment to the FOOD TRUCK VENDOR including but not limited to chairs, tables, tents, electricity, etc. FOOD TRUCK VENDORS are required to provide their own equipment.
7. 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).
8. LOAD-IN/SET-UP: Load-in and set-up times vary based on truck location. All setup must be completed no later than the time the Market opens. Vendor vehicles will have limited access to vendor area, please be prepared to move things by hand or self-provided dolly.
9. LOAD OUT: All FOOD TRUCK VENDOR materials and GARBAGE must be removed from Market area no later than 1 hour after the Market closes.

10. SIGNAGE: All FOOD TRUCK VENDOR signs and banners must be contained within the assigned space. Each FOOD TRUCK VENDOR is responsible for supplying their own signage for their booth.
11. CONDUCT: FOOD TRUCK VENDOR and staff may not consume alcoholic beverages within any assigned booth space. Vendors must be dressed appropriately and professionally for food service. Behavior unsuitable for the AFM, or which constitutes a public nuisance, will not be permitted. VENDORS SHALL NOT PLAY ANY MUSIC FROM WITHIN THEIR SPACE DURING THE EVENT.
12. STORAGE: All FOOD TRUCK VENDOR'S property shall be kept within the assigned space. Storage of supplies, equipment or inventory outside the space will not be permitted.
13. ELECTRICAL SERVICE: AFM will not be providing electrical needs of any kind. It is the responsibility of FOOD TRUCK VENDORS to provide their own electricity, generators, trailers, or other such devices.
14. CANVASSING: FOOD TRUCK VENDORS may conduct business only from inside their space. Canvassing from outside of the space is not permissible and FOOD TRUCK VENDOR shall be liable for immediate closure and removal from the event. Canvassing MAY NOT be done within the confines of Auburn Park.
15. SITE INSPECTION: FOOD TRUCK VENDOR is responsible for returning the space site to its original physical condition. Failure to do so will result in, at the sole discretion of the AFM, charges to repair or correct any damage or alteration. If the site is found in unsuitable condition, it is to be reported to Market Management.
16. GOVERNING LAWS: This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the City of Auburn, County of Bay, and State of Michigan.
17. SECURITY: FOOD TRUCK VENDORS are responsible for the safety and security of their own property and equipment at all times. The AFM shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
18. INDEMNITY: FOOD TRUCK VENDOR shall indemnify and hold the City of Auburn, the AFM 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 City and AFM for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
19. 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 market.
20. 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.
21. AGREEMENT DEADLINE: This agreement shall be signed by the FOOD TRUCK VENDOR and returned to AFM. This agreement shall become effective when received and signed by AFM Management.
22. 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.
23. SITE ACCESS: AFM 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 AFM Management.

24. **EVENT DISPLAYS:** AFM reserves the right to locate or relocate any exhibit or display where it is in the best interest of the AFM and reserves the right to cancel any exhibit or display that is not in the best interest of the Market.
25. **LICENSES:** All **FOOD TRUCK VENDORS** must obtain a license from the Bay County Health Department before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement.
26. **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.
27. **LIABILITY INSURANCE:** **FOOD TRUCK VENDORS** must provide Market Management with a \$500,000 liability policy with Auburn Farmers Market named.
28. **WATER:** Potable water will be made available at the event. **FOOD TRUCK VENDORS** are responsible for providing a means of transporting water from the source to the assigned booth space.
29. **WASTE WATER:** Please do not dispose of wastewater anywhere within the Park confines. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will not be considered for future Market rights.
30. **GREASE:** Grease splattering is an area of 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 checking the boxes associated with this agreement, **FOOD TRUCK VENDOR** acknowledges that:

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

Vendor Name Printed: _____ Date: _____

Vendor Signature: _____

Market Board Signature: _____ Date: _____