

FOOD TRUCK VENDOR Rental Agreement

This Rental Agreement is between the Porter County Public Library System (Library) and the Food Truck Owner (Vendor) listed below. The Library agrees to provide the Vendor with food truck space and 220V electric at 106 Jefferson St. during the date and time listed below. The Vendor agrees to comply with the Food Truck Vendor Policies and Procedures below.

Date Of Agreement: _____ Rental Date(s): _____

Rental Time Beginning: _____ Rental Time Ending: 3:00 PM

Vendor's full legal name: _____

Vendor's Address: _____

Vendor's Telephone: _____

Vendor's Email: _____

Vendor's Proposed Services (Food, Beverages, Merchandise): _____

FOOD TRUCK VENDOR POLICIES AND PROCEDURES

1. Vendor will be present and fully operational to provide the agreed upon services at the time(s) and date(s) listed above. The Library will provide the Vendor with a designated space from which to provide services from the food truck. Vendor will have all required permits and licenses, including but not limited to, a Porter County issued health certificate.
2. Vendor will:
 - a. Provide all food, beverages, merchandise, and staff.
 - b. Follow all Library rules and instructions, including but not limited to the attached Terms and Conditions.
 - c. Work only from the assigned space and during the agreed upon rental period.
 - d. Obey all state and local ordinances, laws, and health regulations at all times.

- e. Return the space in the same condition prior to rental. 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 Vendor expense.
 - f. Remove all trash from Library grounds.
 - g. Clean all Library Garden tables and spaces utilized during the operation of the rental period.
 - h. Vendor must vacate Library Garden no later than 3:00 PM.
3. Vendor will only provide the food and/or beverages/merchandise listed on the Proposed Services listed above. Vendor will not sell or display/provide any other merchandise or food.
4. Alcohol, drugs, or tobacco are not permitted. This includes e-cigarettes and vaping.
5. The safety, and security of the food truck, food truck supplies, and employees, is the sole responsibility of the Vendor.
6. Vendor agrees to pay the Library \$10 for the use of the Library Garden Food Truck Gate for each separate date the space is rented. Fee is due 24 hours in advance of the reservation.
 - a. Library agrees to provide electricity and free public WiFi.
 - b. Vendor agrees to provide water, gas, and other utilities as needed.
 - c. Vendors are not allowed to dump any waste or byproducts on Library Grounds.
7. Any changes to this Agreement must be in writing and signed by both parties.

Terms and Conditions

Location: Food trucks for the rental period will be located at the Michigan Street Food Truck Gate located at 106 Jefferson St., Valparaiso Indiana, 46383.

Attendance: If Vendor is unable to provide services during the rental period, Vendor must notify the Porter County Public Library System - Administration Department as soon as possible prior to the rental. Failure to do so within 24 hours of the event will result in forfeiture of the \$10 rental fee.

Weather Policy: The rental period will be observed rain or shine; however, the rental period may be cancelled due to inclement weather as determined by the Library's sole and absolute discretion. Notification of cancellation will be provided by 8:00 a.m. on the date of the rental. The rental may or may not be rescheduled for a later date.

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

Operations and Damages: Vendor is fully responsible for ensuring that the assigned space is left in the same condition at the end of the rental period as when Vendor arrived. Any damage to

Library property, including but not limited to staining from the operation of the food cart or truck, will be fully remedied at Vendor's expense.

Health Inspections: Vendor must provide the Library with a copy of their mobile food license within two (2) business days from the date of this Agreement. Vendor is expected to follow all rules and regulations as set forth by Porter County. Vendor must comply with all County and City Health Inspectors and their agents.

Security: Vendor assumes all risk of loss or damage to merchandise or other property, regardless of cause. The Library is not responsible for property that is lost, stolen or damaged.

Trash: Trash receptacles in the Garden are for general library use. Library is unable to provide individual trash receptacles for Vendor. Vendor is expected to take trash with them at the end of the rental period and not use the Library's trash receptacles.

Indemnification: Vendor agrees to indemnify, defend, and forever save and hold harmless Porter County Public Library System 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 agreement.

Insurance: Prior to participation in the Event, Vendor shall deliver to Library copies of current certificates of insurance (and original additional insured endorsements with respect to the insurance described in clauses (ii) and (iii), below) which evidence that Vendor is carrying (i) workers' compensation insurance in statutory amounts, 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 the Porter County Public Library System and their respective directors, officers, employees and any agent of the foregoing (collectively, the "Library Parties") as additional insureds, shall be primary and non-contributing with any other insurance available to Library or the Library 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 Vendor shall be with financially responsible insurance companies having a rating of not less than A-/VII from A.M. Best & Co.

The Library reserves the right to remove the Vendor from the garden for violating any of the policies, procedures, or terms and conditions above and deny future rental applications.

By signing below, Vendor and Library agree to the foregoing agreement. Vendor's signature indicates Vendor has read, understood, and voluntarily accepts all the above covenant, conditions, terms, and agreements.

Vendor Signature: _____ **Date:** _____

Library Signature: _____ **Date:** _____