



VENDOR CONTRACT
("Contract")

Date of this Contract: _____, 2021

Date of the event: _____

Owner: CITY OF ELSA EDC

Owner address: 102 S. DIANA STREET

Vendor will participate in ("Event"):

THE GARDEN AT PACIFIC TRAILS

VENDORS COMMITMENT:

FOOD TRUCK:

3 DAYS Thursday, Friday and Saturday 6pm – 12am \$250 _____

12 DAYS (Month) Thursday, Friday and Saturday 6pm – 12am \$500 _____

72 DAYS (6 Months) Thursday, Friday and Saturday 6pm – 12am \$2,500 _____

NON-FOOD TRUCKS:

3 DAYS Thursday, Friday and Saturday 6pm – 12am \$150 _____

12 DAYS (Month) Thursday, Friday and Saturday 6pm – 12am \$500 _____

72 DAYS (6 Months) Thursday, Friday and Saturday 6pm – 12am \$2,500 _____

WATER AND ELECTRICITY PROVIDED

Vendor's full legal name:

Vendor is (check one only) an individual a _____ organized under the laws of (state) _____.

Vendor's address:

Vendor's telephone: _____

Approved Vendor services: See attached Proposal or Estimate _____

"You" means the Vendor. "We", "us" and "our" mean Owner and its employees and/or 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. You will have all required permits and licenses, including but not limited to, a mobile food license.
2. 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 **6** p.m. to **12** a.m. 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.
3. You will return 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.
4. 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 for payment or reimbursement.
7. You agree to pay Owner \$, as set forth in the Proposal, for your participation in the Event.
8. Any changes to this Contract must be in writing and signed by both parties.

Owner:

Vendor:

**City of Elsa EDC,
Elsa Tx. 78543**

By: _____
Name:
Date:

By: _____
Name:
Date:

Proposed Inventory: Please list your anticipated menu and/or services:

Terms and Conditions

Location

Food trucks for the Event will be located at 315 E. VFW, across Elsa Police Department.

Attendance

If you are unable to provide services at the Event, you must notify Jessica Garza as soon as possible prior to the Event at 956-262-2127.

Weather Policy

The Event will operate rain or shine; however, 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** p.m. on the date of the Event. 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.

Operations and Damages

You are fully responsible for ensuring that your assigned space in at the Event is left in the same condition at the end of the Event as when you arrived. Any damage 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 Inspections

Vendors must provide Owner with a copy of their mobile food license within two (2) business days from the date of this Contract. Vendors are expected to follow all rules and regulations as set-forth by Hidalgo County. 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 Owner and may be used by Owner, or others with their consent, for educational, instructional or promotional purposes determined by Owner in broadcast and media formats now existing or created in the future.

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 take their business' trash with them at the end of the Event and not use Owner's trash receptacles.

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 endorsements 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, 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 or the 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.