



## FOOD TRUCK / MOBILE CONCESSIONS AGREEMENT

This agreement (the "Agreement") is made between FoodStock Music Festival Organization, P.O. Box 53 Lititz, PA 17543 ("FoodStock" or "we") and \_\_\_\_\_ ("Contractor" or "you"):

### SCOPE

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Contractor hereby agrees to provide, operate, and maintain a mobile food concession at FoodStock Music Fest, and FoodStock consents to such operation, only for the Event and/or during the Time specified in this Agreement.

### EVENT DETAILS

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This Agreement applies to the following Event:

**Event:** 2020 FoodStock Music Fest

**Date:** June 20<sup>th</sup>, 2020

**Beginning and Ending Times:** 11 AM to 7 PM

**Location:** Buchanan Park, 901 Buchanan Avenue, Lancaster PA, 17603

### LOCATION

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To the extent a precise parking location is not specified in this Agreement, FoodStock staff will direct Contractor to an approved parking site, which Contractor will use. Because the Event may generate heavy foot and vehicular traffic, Contractor's vehicle shall be in position *at least* thirty minutes before the start of the Event. Contractor is prohibited from operating in locations other than the one specified by FoodStock.

### SAFE OPERATION

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Contractor shall operate his vehicle and any cooking equipment therein in a safe fashion at all times. Contractor shall take all steps necessary to ensure sanitation of his equipment, neat appearance of his vehicle and equipment, and the safety of food offered by Contractor at the Event. Contractor shall not leave the vehicle unattended. When the vehicle is in motion Contractor shall be mindful of the possibility of heavy foot and vehicular traffic at the Event.

### COMPLIANCE WITH LAW

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Contractor is responsible for compliance with all applicable laws. **This includes but is not limited to all health and safety rules related to food preparation and service, including state, DHEC or local requirements; business licensure; and safe operation of Contractor's vehicle. Contractor must also have a Pennsylvania Department of Revenue (717-845-6661) sales tax license.**

### LIABILITY INSURANCE; LIMITATION OF LIABILITY

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Contractor shall obtain and maintain in full force and effect during the Event a general liability insurance policy covering Contractor's operation pursuant to this Agreement, in an amount not less than One Million Dollars (\$1,000,000.00). Such general liability insurance policy shall include FoodStock as additional named insured and shall provide for not less than thirty (30) days' prior, written notice directly to FoodStock of any termination or cancellation of such coverage. Upon FoodStock's request, Contractor shall provide a certificate evidencing such insurance coverage to FoodStock. FoodStock shall not be liable to Contractor for any loss,

injury, death or damage to persons or property which may occur during or in connection with Contractor's operation of a mobile food concession for the Event.

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#### **ALCOHOL**

**FoodStock policy prohibits the presence or service of beer, wine or liquor on the property by any other parties, businesses or Contractors other than those granted the permission to serve it by the PLCB and FoodStock.**

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#### **EMERGENCIES**

Dial 911 to reach public authorities for any health or safety emergency. Lancaster City Police may be reached directly for non-emergency security or safety matters by dialing **(717) 664-1180**.

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#### **FOODSTOCK STAFF**

Contractor will direct all questions concerning this Agreement or operation hereunder that arise during the Event to FoodStock Staff who are present during the Event, and will follow their directives concerning operation under this Agreement.

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#### **NO FACILITIES PROVIDED**

FoodStock will not provide any kitchen access, nor storage for contractor's food or ice. Contractor will be responsible for setting up any staging or food preparation areas needed outside Contractor's vehicle, in a pre-approved location adjacent to the function site. No cooking is allowed on sidewalks or under covered porticos.

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#### **SET-UP AND CLEAN-UP**

Contractor is responsible for Contractor's own set-up and complete clean-up after the event. It is the responsibility of the Contractor to return the rental space to the condition in which it was found. Waste, ice and beverages may not be dumped anywhere on the Event site, but must be removed by Contractor. Trash receptacles will be provided for participants in the Event, but these are not to be used by Contractor for Contractor's clean-up. FoodStock may charge, and Contractor shall pay, a reasonable fee for costs incurred by FoodStock as a result of Contractor's failure to clean up as specified herein.

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#### **DURATION, TERMINATION, AND CANCELLATION; NO LIABILITY**

This Agreement terminates automatically at the end of the Event, or the ending Time, specified in this Agreement, plus a reasonable period to allow for Contractor's post-Event clean-up.

Contractor must provide, and FoodStock must actually receive, at least 48 hours' notice of cancellation. This notice must be given in writing by mail or email, to the contact address provided in this Agreement.

FoodStock has the right to terminate this Agreement at any time and for any reason. This includes the right to direct Contractor to leave Buchanan Park and/or the Event site during the Event. In the event of termination by FoodStock, FoodStock shall not be responsible or liable to Contractor for any damages of any nature, including claims of lost profits or reliance damages.

FoodStock is not responsible for inclement weather, for acts of God, for government or regulatory rulings or orders (including denial of a required permit), for accidents such as fire, for utility outages, or for other problems beyond its reasonable control, which may hinder, delay, interrupt, interfere with, or prevent Event or Contractor's participation.

As an explicit and necessary condition of this Agreement, Contractor waives any claim against the FoodStock Music Festival Organization, its trustees, officers, and employees for direct, incidental or consequential damages of whatever kind arising from the cancellation of Event, regardless of whether cancellation is by Contractor, by FoodStock, or by some

third party; notwithstanding the foregoing, if Event is cancelled by FoodStock, FoodStock will refund to Contractor any amount or fee paid by Contractor to FoodStock to secure the right to operate a mobile food concession at the Event. FoodStock makes no guarantee to Contractor of any level of revenue or volume of food to be served at the Event.

**CONTACT INFORMATION**

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Communications to FoodStock shall be mailed or emailed, addressed to:

FoodStock Music Festival Organization PO Box 53, Lititz, PA 1754

Or Email at:

info@foodstockpa.org

Attn: Thomas Hayden

Communications to Contractor shall be addressed to: (Please complete below)

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**NO LICENSE TO USE MARKS**

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Nothing in this Agreement gives Contractor permission or a license to use the FoodStock’s name, logo, trademarks, or other intellectual property or to state or represent that Contractor is endorsed by or affiliated with the FoodStock.

**ENTIRE AGREEMENT; RELATIONSHIP OF PARTIES**

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This Agreement contains the entire agreement of the parties concerning the subject matter hereof. No relationship between the parties is created or implied, beyond the permissions and terms set forth herein. Neither party is the agent, partner, or joint-venturer of the other. Subject to any obligations created hereunder, **Contractor may retain all revenues from operations pursuant to this Agreement after paying a flat fee of \$35.00 to FoodStock. Checks are made payable to “FoodStock.”**

**CHOICE OF LAW and VENUE; SEVERABILITY**

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This agreement is made at Lititz, Pennsylvania, and shall be governed by the laws of Pennsylvania. Any lawsuit arising out of or relating to this Agreement or the Event may be filed and maintained only in Lancaster County, Pennsylvania; the Parties submit to the jurisdiction of courts in Lancaster County, and waive all rights to any other venue. Any portion of this contract found to be invalid shall be severable from the remainder of the contract, which shall remain in full force and effect.

*The Undersigned Agree to the Terms of This Agreement.*

**CONTRACTOR:**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FOODSTOCK MUSIC FESTIVAL ORGANIZATION:**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_