



Graham Convention & Visitors Bureau  
**Food Truck Championship of Texas**  
Saturday, June 3<sup>rd</sup>, 2017

## **Food Truck Vendor Contract**

THIS AGREEMENT is executed by the undersigned vendor for the benefit of The Graham Convention and Visitors Bureau. Vendor is participating in The Food Truck Championship of Texas to be held on Saturday, June 3, 2017.

**Vendor hereby agrees as follows:**

As a Participating Food Truck you commit to be prepared to serve the maximum number of people possible. The expected attendance is 10,000 – 12,000 people. For the safety of the event attendees, all trucks must be in place ready to serve by 10 a.m. Saturday, June 3<sup>rd</sup> and cannot leave the event until 5 p.m. Any food truck not in place by 10 a.m. will not be able to participate. Food trucks have the option of arriving Friday, June 2<sup>nd</sup> between the hours of 5 p.m. to 8 p.m.

Participating Food Truck vendors will be expected to accept up to \$200 and Dessert Food Trucks are expected to accept up to \$100 in food coupons. The food coupons (in \$10 per coupon increments) will be distributed to sponsors and key volunteers of the event. Other coupons that are redeemed over and above this \$200 commitment by food trucks will be reimbursed to the food truck operator at face value. Only one prize awarded per truck.

There will be no commission charged on vendor sales. The event will be open to the public from 11 a.m. to 5 p.m. No other food items will be sold during this event other than what is sold by the participating food trucks. Food truck vendors are **NOT** allowed to sell any type of beverages. The Graham Convention & Visitors Bureau will sell all beverages.

**Food License** - You must have a valid Texas Mobile Food Service License or you must apply for a Temporary Mobile Food Service License. The Graham Convention & Visitors Bureau will schedule inspections by the Young County Health District on the morning of the event. Please present your current food license with the State of Texas or a local Texas municipality. If you do not have a current license the Young County Health District will inspect your vehicle on site and issue a permit.

Vendors must be positioned for the event and ready for inspection by 10 a.m. on the day of the event. The food truck must be fully self-contained in regard to water and sewage. There will be water fill up available but not for on-going hook up. You must have your own potable water hose. Please note – gray water will not be allowed to be dumped on the site of the event.

**Miscellaneous** - Sound systems are not permitted. Each food truck must have an approved fire extinguisher and first aid kit in the truck at all times. Cash drawers will be set up by the Food Truck. We are expecting 10,000 – 12,000 people so please plan your change accordingly. Limited change will be available from the Graham Convention and Visitors Bureau. It is the responsibility of the Food Truck Vendor to collect all sales tax and account for it. Each vendor should possess its own State Board of Equalization Seller's Permit or maintain proper documentation showing proof that appropriate sales tax has been paid on the purchases. Food Truck Championship of Texas will provide 50amp outlet. It is YOUR responsibility to provide conversion to connect to 50amp.

**Social Media** - We would like to blast social media with the details of the event to get the most coverage and to give you, the truck participant the maximum exposure! Please help us do that. We request each truck post to their social media outlets 6 times the week of the event to the following: Twitter, Facebook, Instagram, and Snapchat. Please

use the hashtag #FTCTX. This will be monitored to determine the "Best Food Truck Spirit" award.

**Graham Convention & Visitors Bureau Responsibilities** – If approved for a \$200 travel stipend, the stipend will be mailed in form of a check and any balance owed for food truck coupons the Monday following the event. The Graham Convention and Visitors Bureau will provide patron inspections, security, and award the prizes.

**Liability Insurance** – Vendor is required, at its sole expense and cost, to carry and maintain, for the mutual benefit of itself, the Graham Chamber of Commerce and Convention & Visitors Bureau, and their boards of directors, officers, agents, and employees, a policy of general liability insurance against claims for personal injuries, wrongful death, or property damage occurring on or about the Graham Downtown Square premises with minimum amount of coverage of one million dollars (\$1,000,000) per occurrence on account of bodily injury and/or death to one person, and/or on account of damage to property. Vendor shall also carry business automobile liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence. Vendor agrees to deposit said policy or policies (certificates thereof) with the Graham Convention & Visitors Bureau one month prior to June 3, 2017. Said policies will name the Graham Chamber of Commerce and Convention & Visitors Bureau as additional insured. These policies will be issued by an insurance company reasonably acceptable to the Graham Chamber of Commerce and Convention & Visitor Bureau and shall bear an endorsement to the effect that the insurer agrees to notify the Graham Chamber of Commerce and Convention & Visitors Bureau not less than thirty (30) days in advance of the event of any modification or cancellation of said policy.

**RELEASE AND INDEMNIFICATION** - In consideration of Vendor's acceptance to participate in the Event, Vendor hereby voluntarily assumes responsibility for, and releases, waives, acquits, and forever the Graham Chamber of Commerce and Convention and Visitors Bureau and their respective boards of directors, officers, agents, employees, members, sponsors, contributors, and volunteers (collectively, the "Releasees"), of and from, and agrees not to sue the Releasees on account any and all liability, demands, losses, claims, and damages of every kind whether now or hereafter existing, arising out of, or in any way connected, directly or indirectly, with the Event or Vendor's participation in the Event, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE), GROSS NEGLIGENCE, INTENTIONAL CONDUCT OF ANY OF THE RELEASEES.

Vendor further agrees to indemnify, defend, and hold harmless the Releases from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property, or any other claim resulting from, arising out of, or in any way related to (i) Vendor's use and occupancy of the Premises, (ii) Vendor's participation in the Event, or (iii) an act or omission of Vendor, its agents, employees, or independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OF ANY OF THE RELEASEES

**Cancellation Policy:** Cancellations must be made before May 1, 2017 as the Convention & Visitors Bureau will be advertising the participating Food Trucks.

In executing this Agreement, Vendor acknowledges and represents that Vendor has read the foregoing Agreement including the foregoing Release of Liability and Indemnity agreement and will be bound by this Agreement.

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I am an authorized agent of (food truck vendor):** \_\_\_\_\_