

**Food Truck Contract of Agreement**  
Milford United Methodist Church  
Strawberry Festival Food-Truck and Vender Event  
June 29, 2019 10:00AM to 6:00PM

This Food Truck Contract Agreement (“Agreement”) is entered by and between Milford United Methodist Church (hereinafter “MUMC”) and \_\_\_\_\_ (hereinafter “Vendor”).

WHEREAS, MUMC is hosting a “Strawberry Festival Food-Truck and Vendor Event”, June 29, 2019, from 10:00 a.m. to 6:00 p.m. (hereinafter “Event”). MUMC desires to contract non-exclusively with Vendor to provide food truck services at the Event in accordance with this Agreement.

WHEREAS, Vendor operates a commercial food-truck which it prepares and sells food (hereinafter “Food-Truck”) and desires to offer its food-truck services in accordance with this Agreement.

NOW THEREFORE, for good and sufficient consideration, the parties hereby agree as follows:

1. Vendor Responsibilities. As a Food-Truck participant at the Event, the Vendor shall comply with and perform as follows:

a. Vendor shall be **fully permitted and licensed** to prepare, serve and sell food in the State of Pennsylvania, County of Pike, under all applicable laws, statutes and ordinances. Vendor shall provide to MUMC **copies** of all mobile food, business and health licenses. Vendor shall comply with all health and fire codes, permits and restrictions.

b. Vendor shall be responsible for the collection, reporting and payment of all Pennsylvania sales tax related to products sold at the Event.

c. Vendor shall have prominently posted for viewing for all customers and visitors at the Event all inspection grades for the Food-Truck, along with the name, address and telephone number of the Food Truck owner, operator, permit holder or operating business.

d. Vendor shall arrive at MUMC in sufficient time, set up in the space so assigned, be fully set up and ready to serve food by 10:00 a.m., and shall remain open serving food until 6:00 p.m.

e. Vendor shall be equipped to accept cash and credit card for purchases from the Food-Truck.

f. Vendor shall provide logos/pictures for the Event promotions as soon as possible via email to [mumc@ptd.net](mailto:mumc@ptd.net)

g. Vendor certifies by its signature below that the information provided by the Vendor, including its legal authority to conduct the food-truck business, is true and accurate. Vendor further agrees to and shall follow all Terms and Conditions attached hereto and incorporated into this Agreement.

2. MUMC Responsibilities. MUMC agrees to the following in staging the Event:

a. MUMC shall invite and actively promote this event to all MUMC family members.

b. MUMC shall promote the Vendor's name and logo on all Event and pre-Event promotions (social media, website, printed signage, and internal communications) provided Vendor complies with and provides logos/pictures as per Section 1(f) above.

c. MUMC shall limit the number of food trucks at the Event to a maximum of ten (10) food trucks.

3. The registration fee is \$150, but a discount of \$25 is being offered for our inaugural event! So your registration will cost \$125, with the hope you will join us in the fall for our second fair, also \$125. If you would like to make another donation to the MUMC, the donation shall be tax deductible. MUMC shall provide to Vendor a proper donation receipt for tax reporting purposes. (This is not a requirement)

4. The event is rain or shine.

5. Insurance.

a. MUMC assumes no liability or responsibility for loss or damage to the Food Truck, its property, employees or guests.

b. Each Food-Truck must supply to MUMC, at least one week prior to the Event, an individual Property and Liability Insurance Certificate of Insurance.

6. General Release. The undersigned Vendor, individually and/or on behalf of the entity of the Vendor so named does hereby discharge, release, indemnify, hold harmless and agree to defend MUMC, its Board, officers, employees, principals, members, employees, representatives, 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 patrons, guests, visitors, other food trucks, or any other person or entity present at the Event may suffer or incur arising from Vendor's acts or the breach of any agreement, obligation, warranty or representation made herein, or for claims not related to MUMC's duties under this Agreement. Vendor shall assume and defend at Vendor's sole expense any and all suits or defenses of claims made against MUMC, related to the acts, omissions, or activities of every kind and nature at the Event, including but not limited to any claim directly or indirectly related to the preparation and consumption of any food, the operation of the Food-Truck, or any act for which the Vendor is involved at the Event. The foregoing indemnification of Vendor shall survive any termination or the expiration of the term of this Agreement.

7. Deadline for Submission to Participate. We will be accepting registrations from the first ten food trucks vendor registrations that arrive with payment and required documentation. If you have any questions/concerns, please contact Linda Torborg (845-825-3393) or MUMC (570-296-6124)

## **TERMS AND CONDITIONS**

### Use of Event Space

Vendor shall set up at the Event at the location designated by MUMC.

Vendor shall provide all of its required electrical needs.

Upon the conclusion of the Event, Vendor shall return its assigned space in the same condition as when it arrived. Any damage to the space, including but not limited to staining from the operation of the Food-Truck, will be fully remedied at the Vendor's expense.

### Health Inspections

Prepared food vendors must provide MUMC with a copy of their mobile food license. Vendors are expected to follow all rules and regulations as set forth by the Milford Borough, the Commonwealth of Pennsylvania. All Vendors must comply with all City and County Health Inspectors and their agents.

### Security

Vendor assumes all risk of loss or damage to its property, regardless of cause. Vendor may obtain insurance to insure its property. MUMC is not responsible for property that is lost, stolen or damaged.

### Safety

Vendor shall maintain an approved fire extinguisher and first aid kit in the Food-Truck at all times. Vendor shall ensure that grease and abrasives will not be disposed of on MUMC's property.

### Tobacco and Alcohol Policy

MUMC is a tobacco and alcohol free campus. No alcoholic beverages may be sold, served or consumed while on the MUMC premises. Vendor will not sell, display, serve, consume or advertise on its Food-Truck for any alcohol or tobacco products. No employee or staff shall consume or have the presence of alcohol at the Event. Use of any tobacco products at the Event is prohibited. Violation of this condition shall result in the shutting down of the Food-Truck.

### Media Release

By signing the Agreement and by participating in the Event, the Vendor, for itself and its staff, employees, contractors or agents, hereby give consent to all photographs, audio recordings, academic work and/or video recordings taken of the Vendor or any of its staff, employees, contractors or agents. The Vendor, and for its staff, employees, contractors or agents, does understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of MUMC and may be used by MUMC, or others with their consent, for educational, instructional or promotional purposes determined by MUMC in any broadcast and media formats now existing or created in the future.

### Trash

Vendors are expected to take their business' trash with them at the end of the Event and not use communal trash receptacles.

Compliance with Laws

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations, now in effect or hereafter adopted in the performance of its work and services so provided. Vendor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior the Event. Vendor shall at all times observe all safety measures necessary and required.

**VENDOR**

Name of Food Truck: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Tax ID: \_\_\_\_\_

**Milford United Methodist Church**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance received: \_\_\_\_\_ Date: \_\_\_\_\_

License received: \_\_\_\_\_ Date: \_\_\_\_\_