

FOOD TRUCK VENDING AGREEMENT

1. 1. Parties and Vending Site

This Food Truck Vending Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [PROPERTY OWNER OR ORGANIZER NAME], a [ENTITY TYPE] with an address at [OWNER ADDRESS] (the "Site Operator"), and [VENDOR BUSINESS NAME], a [ENTITY TYPE] with an address at [VENDOR ADDRESS] (the "Vendor"). The Site Operator grants the Vendor permission to operate the mobile food unit described in Section 2 at the location known as [SITE ADDRESS], in the specific space designated as [SPACE DESCRIPTION, e.g., the two parking spaces nearest the north entrance, marked on the site map attached as Exhibit A] (the "Vending Site"). Contacts for operations are [SITE CONTACT NAME AND PHONE] and [VENDOR CONTACT NAME AND PHONE]. This Agreement grants a revocable license to use the Vending Site and does not create a lease or any interest in real property.

2. 2. Mobile Unit and Menu

The Vendor will operate the following unit: [UNIT DESCRIPTION, e.g., a 24-foot food truck, trailer, or cart], license plate [PLATE NUMBER], with dimensions of [DIMENSIONS] including any awning, service window, and generator. The Vendor will serve the following menu: [MENU DESCRIPTION AND PRICE RANGE], and will not add menu categories that conflict with Section 8 without written approval. The Vendor will keep the unit clean, in good repair, and presentable, will maintain the exterior appearance including signage, and will not modify or expand the footprint at the Vending Site without approval. Ancillary equipment such as tables, tents, coolers, trash receptacles, or A-frame signs may be placed only within the designated space and must comply with [SIGNAGE AND SETUP RULES]. Generators must comply with the noise and emissions limits in Section 5.

3. 3. Term, Service Days, and Hours

This Agreement begins on [START DATE] and continues [TERM, e.g., for a season ending on a stated date / month to month] until terminated. The Vendor will operate on [SERVICE DAYS] with service hours of [SERVICE HOURS], and may access the Vending Site for setup no earlier than [SETUP TIME] and must complete teardown and depart by [DEPARTURE TIME]. The Vendor will be open and serving for the full posted hours, and any early closure or missed service day requires notice to the Site Operator at least [ABSENCE NOTICE, e.g., 24 hours] in advance, except for mechanical failure or emergency. Repeated failure to appear without notice, defined as more than [MISSED DAY LIMIT] occurrences in any [PERIOD], allows the Site Operator to terminate on written notice. The Site Operator will notify the Vendor at least [SCHEDULE CHANGE NOTICE, e.g., 7 days] before any change to site hours or closure for maintenance or a private event.

4. 4. Fees: Flat Rate, Percentage of Sales, or Both

The Parties select one of the following: (a) a flat fee of [FLAT FEE] per [DAY / WEEK / MONTH], payable [FLAT FEE TIMING, e.g., in advance on the first of each month]; (b) a percentage fee of [SALES PERCENTAGE] of gross sales, excluding sales tax, payable within [PERCENTAGE PAYMENT PERIOD, e.g., three business days] after each service day or reporting period; or (c) the greater of a minimum guarantee of [MINIMUM GUARANTEE] and [SALES PERCENTAGE] of gross sales. Where a percentage applies, the Vendor will report gross sales using [REPORTING METHOD, e.g., a point-of-sale summary report or a Z-report from the register] within [REPORT DEADLINE] of each service day, and the Site Operator may audit sales records on [AUDIT NOTICE, e.g., 10 days] written notice no more than [AUDIT FREQUENCY, e.g., twice] per year, with the Vendor paying audit costs if an audit reveals underreporting greater than [AUDIT THRESHOLD, e.g., 3 percent]. Late payments accrue [LATE FEE] per month or the legal maximum, whichever is less. A refundable

damage and cleanup deposit of [DEPOSIT AMOUNT] is due before the first service day.

5. 5. Utilities, Waste, Parking, and Site Conditions

The Site Operator will provide the following: [PROVIDED UTILITIES, e.g., a 30-amp electrical connection, potable water access, or none]. Where power is provided, the Vendor will not exceed [POWER LIMIT] and will pay [UTILITY CHARGE] per [PERIOD] toward usage. Where power is not provided, the Vendor may use a generator that stays below [NOISE LIMIT, e.g., 65 decibels at 20 feet] and is positioned away from customer seating and building intakes. The Vendor is responsible for all waste generated by its operation: grease and cooking oil will be removed to the commissary and never poured into drains, grates, planters, or the parking lot; food waste and customer trash within [TRASH RADIUS, e.g., 25 feet] of the unit will be collected and removed at the end of each service day. Use of Site Operator dumpsters is [DUMPSTER POLICY, e.g., not permitted / permitted for bagged customer waste only]. The Vendor will use [VENDOR PARKING AREA] for staff vehicles and will not block fire lanes, accessible parking, entrances, drive aisles, or loading zones.

6. 6. Permits, Licenses, and Health Compliance

Before the first service day, and at each renewal, the Vendor will provide copies of: a current mobile food facility permit issued by [HEALTH AUTHORITY]; a business license for [JURISDICTION]; any required vending, peddler, or special event permit for the site; a fire department inspection certificate covering the suppression system, fire extinguishers, and propane installation; a valid food protection manager certification for at least one person on the unit during service; food handler cards for all staff; a current vehicle registration and inspection; and a sales tax permit. The Vendor will operate within the scope of those permits, will post them as required, will submit to health department inspection at any time, and will notify the Site Operator in writing within [COMPLIANCE NOTICE PERIOD, e.g., 24 hours] of any inspection failure, permit suspension, closure order, or foodborne illness complaint. Operating without a current permit is a material breach permitting immediate termination.

7. 7. Commissary, Food Safety, and Water

The Vendor will operate from an approved commissary at [COMMISSARY NAME AND ADDRESS] under a written commissary agreement, a copy of which will be provided to the Site Operator, and will service the unit at that commissary as required by the health authority, including potable water filling, wastewater disposal, food storage, warewashing, and unit cleaning. The Vendor will not fill potable water tanks or discharge greywater at the Vending Site unless the Site Operator has expressly approved a designated connection in writing at [WATER AND WASTE APPROVAL]. The Vendor will maintain safe food temperatures, functioning handwashing facilities with hot water and single-use towels, sanitizer at required concentration, and daily temperature logs. The Vendor will not prepare or store food at the Vending Site outside the unit, and will not use residential kitchens for any food handled by the operation.

8. 8. Exclusivity, Menu Conflicts, and Competing Vendors

The Parties select the exclusivity terms that apply: [EXCLUSIVITY TERMS, e.g., the Vendor is the only food vendor permitted at the Site during its service hours / the Site Operator may host other food vendors provided no more than one serves the same primary cuisine on the same day / no exclusivity applies]. Where an on-site restaurant, bar, or concession operates, the Vendor will not sell [RESTRICTED ITEMS, e.g., alcoholic beverages, packaged non-alcoholic beverages, or any item on the restaurant menu] without written approval. The Vendor will not sell alcohol of any kind unless separately licensed and approved in writing by the Site Operator. Neither Party will solicit the employees or the confirmed booked dates of the other with the intent to divert business. Where the Site Operator hosts a private event, the Site Operator may require the Vendor to relocate, adjust hours, or stand

down for that day with [EVENT NOTICE, e.g., 7 days] notice, with the fee prorated accordingly.

9. 9. Insurance and Indemnification

The Vendor will maintain, at its own cost, commercial general liability insurance of at least [GENERAL LIABILITY AMOUNT, e.g., \$1,000,000 per occurrence and \$2,000,000 aggregate] including products and completed operations coverage appropriate for food service, commercial auto liability of at least [AUTO LIABILITY AMOUNT] covering the unit, workers compensation as required by law for its employees, and [ADDITIONAL COVERAGE, e.g., liquor liability where applicable]. The Site Operator, and any property manager or landlord identified at [ADDITIONAL INSURED], will be named as additional insureds on a primary and non-contributory basis, and the Vendor will deliver certificates before the first service day and at each renewal, with [CANCELLATION NOTICE, e.g., 30 days] notice of cancellation. The Vendor will defend, indemnify, and hold harmless the Site Operator from all claims arising from the food, the operation, the unit, the equipment, or the personnel of the Vendor, including foodborne illness, burns, fire, fuel or grease spills, and injuries to customers in the service area. The Site Operator will indemnify the Vendor for claims arising from the condition of the premises or the negligence of the Site Operator.

10. 10. Damage, Cleanup, and Site Restoration

The Vendor will protect the surface of the Vending Site, using drip mats or absorbent material under the unit and around any fryer, grease trap, or generator. The Vendor is responsible for the cost of removing grease, oil, or food stains from pavement, for repairing damage to landscaping, curbs, bollards, lighting, or utility connections caused by its operation or vehicles, and for any cost the Site Operator incurs to clean the area after a service day. The Vendor will restore the Vending Site to its original condition at the end of each service day and at the end of the Term. The damage deposit under Section 4 will be applied to any such cost, with the balance refunded within [DEPOSIT RETURN PERIOD, e.g., 21 days] after the Term ends, accompanied by an itemized statement. Damage exceeding the deposit remains the responsibility of the Vendor.

11. 11. Independent Business Relationship

The Vendor is an independent business and not an employee, agent, partner, joint venturer, or concessionaire of the Site Operator. The Vendor sets its own menu, prices, hours within the agreed window, staffing, and business practices, collects and remits its own sales tax, and retains all revenue subject only to the fees in Section 4. The Vendor is solely responsible for its employees, including wages, payroll taxes, scheduling, training, and any required workers compensation coverage, and the Site Operator has no authority over Vendor personnel. Neither Party may bind the other or represent that a partnership or endorsement exists. The Vendor may use the name and location of the Site in its own marketing to announce service times, and the Site Operator may list the Vendor in site communications, subject to reasonable brand guidelines exchanged in writing.

12. 12. Termination and Suspension

Either Party may terminate for convenience on [TERMINATION NOTICE, e.g., 30 days] written notice. Either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., five days] of written notice. The Site Operator may suspend or terminate immediately, without a cure period, for: operation without a current health permit; a closure order or failed inspection that is not corrected before the next service day; failure to maintain the required insurance; a fire, fuel, or grease incident caused by the Vendor; conduct by Vendor personnel that endangers people or property; or nonpayment beyond [NONPAYMENT PERIOD, e.g., 10 days]. On termination, the Vendor will remove the unit and all equipment within [REMOVAL PERIOD, e.g., 48 hours], settle all fees owed, and restore the Vending Site. Termination does not affect indemnity, insurance, or payment obligations that accrued before it.

13. 13. Weather, Force Majeure, and Event Cancellation

Neither Party is liable for failure to perform caused by events beyond reasonable control, including severe weather, natural disaster, fire, utility failure, road closure, civil disturbance, or an order of a public authority. Where a service day is cancelled for weather or site closure by the Site Operator, the fee for that day is [WEATHER FEE TREATMENT, e.g., waived or credited to a future day]. Where the Vendor cancels a service day for weather while the Site remains open, the fee is [VENDOR CANCELLATION TREATMENT, e.g., still payable / waived once per month]. For event bookings, cancellation by the organizer more than [EVENT CANCELLATION NOTICE, e.g., 14 days] before the event releases both Parties without penalty; later cancellation entitles the Vendor to [EVENT CANCELLATION COMPENSATION, e.g., retention of the deposit or a stated percentage of the guaranteed minimum] to cover food purchased and staffing committed. If a public authority prohibits mobile vending, either Party may terminate without penalty.

14. 14. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after the Parties attempt informal resolution and, if needed, mediation in [MEDIATION LOCATION]. This Agreement, with the site map and any exhibits, is the entire agreement between the Parties and replaces all prior proposals and conversations; amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without written consent, except to a successor of substantially all of its business. If any provision is unenforceable, the remainder stays in effect. SITE OPERATOR: [PROPERTY OWNER OR ORGANIZER NAME]. Signature: _____. Title: [TITLE]. Date: [DATE]. VENDOR: [VENDOR BUSINESS NAME]. Signature: _____. Title: [TITLE]. Date: [DATE].

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Mobile food vending is regulated at the state, county, and city level, and requirements for mobile food facility permits, commissary agreements, fire inspections of suppression systems and propane, distance restrictions from schools or brick-and-mortar restaurants, hours of operation, and sales tax collection differ significantly between jurisdictions and sometimes between neighboring cities. Review and adapt this document with your local health department and fire marshal requirements in hand, and consult a licensed attorney and your insurer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.