

Food Truck Vendor Agreement

THIS AGREEMENT, is by and between GRACE UNITED METHODIST CHURCH, 1245 Heights Blvd., Houston TX, 77008 (“GRACE”) and the party designated on the attached application (“VENDOR”). By this agreement, Grace and the Vendor (collectively, the “Parties” and each a “Party”) mutually agree as follows:

Term

1. The initial term of this Agreement shall begin on () and ends on (). The initial term may be extended upon the mutual agreement of the Parties. However, either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. The initial term of this Agreement, along with any and all extensions thereof, shall be referred to herein as the “Term.”
2. During the Term, the Vendor shall have the right to operate a food truck on the Grace campus. The schedule of permitted location(s), available operating days and hours shall be determined by Grace. Operating days and hours will be booked by the Vendor through Grace’s online form in accordance with rules provided to the Vendor in writing at the time of this agreement. The Vendor shall comply with the terms of said schedule and all other directives of Grace authorities while on Grace property. If Grace closes the campus for issues of extreme weather or emergency, food trucks shall not operate. If the campus is otherwise open, the Vendor shall make every reasonable attempt to operate pursuant to the schedule, taking into account safety guidelines. The Vendor shall ensure all parking locations are safe and accessible, do not block sidewalks, fire lanes or streets, do not interfere with traffic or Grace activities, and are consistent with all Grace rules and policies.
3. The Vendor must be on site and fully staffed during their booked hours of operation. The Vendor is responsible for opening and closing on time. Opening late, closing early, or failing to operate on campus during designated hours will still incur the full rental charge for any booked hours of operation. The Vendor understands that bookings are honored rain or shine, and no refunds shall be given. Failure to operate 3 times without notification may result in termination of this agreement and forfeiture of future bookings.

General Provisions and Responsibilities

4. **RIGHT TO SELL:** The Vendor agrees to use the designated space for the sole purpose of providing for the sales of such food and products as the Grace has approved. Sales are to occur only within the area designated by Grace for the VENDOR. Grace has a zero-tolerance policy for the sale or display of product or advertising that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any VENDOR found to be in violation is subject to termination of this agreement and forfeiture of future bookings without any refund. Enforcement of this is at the sole discretion of Grace management.
5. The VENDOR shall have the right to advertise on their social media accounts. Physical signs may be placed on the property during booked hours of operation only. Flyers or other physical ads may be distributed directly to people during booked hours of operation and within the designated space only. Advertisement may not be placed on vehicles or left outside of booked hours of operation.

6. The Vendor shall display their menu and pricing and shall clearly post the name and telephone number of the owner, operator and/or business on Vendor's food truck. Appearance of the Vendor's food truck, trade dress, employee uniform, menu boards, hours of operation and all other operating issues shall be subject to the oversight of Grace. The contractor shall comply with any reasonable request by Grace.
7. The Vendor shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation. The Vendor shall fully comply with all applicable federal, state, and local laws and regulations as well as all Grace policies relative to The Vendor's conduct on Grace property. An approved fire extinguisher and first aid kit must be in the truck at all times.
8. The Vendor shall obtain and maintain all required licenses, permits, and insurance, including, but not limited to, all permits required from the City of Houston and the State of Texas. The Vendor shall provide proof of such permits to Grace prior to operating on Grace property and from time to time as requested by Grace.
9. No music or amplified sound may emit from food trucks on Grace property other than as approved by Grace.
10. The VENDOR may not consume alcoholic beverages during booked hours of operation. Vendors must be suitably attired at all times.
11. The Vendor shall be responsible for the collection and payment of all applicable sales tax.
12. The Vendor shall not park secondary vehicles on Grace's property.

Provided Equipment and Services

1. Grace provides visible and accessible space on Heights Blvd, at least 2 outdoor tables with benches, dumpster service, and bathroom usage for Vendor employees only.
2. Grace does not provide any equipment to the VENDOR including but not limited to chairs, moveable tables, tents, etc. VENDORS are required to provide their own equipment.
3. The VENDOR is responsible for packing all materials and disposing of GARBAGE at the end of their booked hours of operation.
4. The VENDOR is responsible for the safety and security of their own property and equipment at all times. Grace shall not be held responsible for loss, theft, or damage to any property left at Grace at any time.
5. WASTE WATER: Please do not dispose of wastewater anywhere other than designated locations. Please make provisions immediately to mop up any standing water. Any VENDOR found to be in violation is subject to termination of this agreement and forfeiture of future bookings without any refund.
6. GREASE: Grease splattering is an area of highest concern. Make sure to lay down carpet remnants underneath cooking area and ensure grease-catching sheets extend beyond the primary cooking area to catch splatters.

Liability

1. This is not a brokerage agreement, agreement of joint venture, partnership, or condition of

employment with Grace. The Vendor is solely responsible for the management, preparation, and distribution of its food, including set-up, take-down, and clean-up, as well as all financial obligations and liabilities in connection with or necessitated by this Agreement. In the performance of this Agreement, both parties are acting as independent contractors. Neither Party shall order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in the other Party's name or purporting to be on the other Party's behalf.

2. Licensee agrees to defend, indemnify, and hold Grace, its employees, volunteers, visitors and representatives harmless from and against any and all claims, suits, damages and liabilities, as well as costs and expenses connected therewith, including reasonable attorney's fees, where it is alleged in such claims or suits that the services provided by the Vendor, or acts or omissions on the part of the Vendor's agents or employees have caused damage or injury in any way to persons or property, including, but not limited to, any damage to or loss of Grace's possessions, equipment or premises, ordinary wear and tear excepted.
 - a. Contractor further agrees to defend, indemnify, and hold Grace, its employees, volunteers and representatives harmless from and against any and all claims, suits, damages and liabilities, as well as costs and expenses connected therewith, including reasonable attorney's fees, where it is alleged in such claims or suits that the advertising furnished by the Licensee infringe the rights of any third party, including without limitation claims of trademark or copyright infringement or have caused damage or injury in any way to persons or property.
 - b. Grace assumes no liability for damage or loss to Vendor's equipment. The Vendor shall be solely liable for any and all damage or loss of equipment furnished by the Vendor and for any and all loss of money or product resulting from vandalism or theft.
3. Neither party shall be liable nor deemed in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, fires, explosions, hurricanes, floods, failure of transportation, strikes or other work interruptions, or any similar cause that is beyond the reasonable control of either party.
4. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing, and executed by the parties to be bound hereto.