

Monaco Elementary PTO
2019 Fall Fest Food Truck Contract

This Food Truck Contract Agreement (“Agreement”) is entered by and between Monaco Elementary School PTO (hereinafter “PTO”) and _____ (hereinafter “Vendor”).

WHEREAS, PTO is hosting a Fall Fest on Friday, October 25, 2019, from 5:00 p.m. to 7:30 p.m. (hereinafter “Event”). PTO 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 County of Denton, TX and Town of Providence Village, TX under all applicable laws, statutes and ordinances. Vendor shall provide to PTO 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 Texas 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 provide the sample menu and prices by October 11, 2019 via email to Stephanie Roach at ptomonaco@gmail.com.
- e. Vendor shall provide own power source to operate Food Truck effectively.
- f. Vendor shall arrive at PTO no earlier than 4:00 p.m., set up in the space assigned, be fully set up and ready to serve the food as listed on sample menu and at the prices listed on sample menu from its Food Truck by 5:00 p.m., on October 25, 2019, and shall remain open serving food until 7:30 p.m.
- g. Vendor shall post payment options in a visible location on Food Truck for customers.
- h. Vendor shall provide logos/pictures for the Event promotions as soon as possible via email to ptomonaco@gmail.com
- i. 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. PTO Responsibilities. PTO agrees to the following in staging the Event:

- a. PTO shall invite and actively promote this event to all PTO students (K-5th grade) and their families.
- b. PTO 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(g) above.
- c. PTO shall make every effort to limit the number of "like trucks."

3. Sales Reporting/Donation. In consideration of PTO entering this Agreement and permitting the Vendor to participate in the Event at no cost, Vendor does hereby agree that in lieu of a vending fee that Vendor shall donate 10% of its total sales from the Event to the Monaco Elementary School PTO. Before leaving the Event, Vendor shall record and submit sales information to the designated PTO Food Truck Coordinator,

Stephanie Roach, (which sales are strictly confidential). At the conclusion of the Event and determination of actual sales, the amount to be donated will be calculated and donated by Vendor prior to the Vendor leaving the Event premises. The donation shall be tax deductible. PTO shall provide to Vendor a proper donation receipt for tax reporting purposes.

4. Cancellation of Event. PTO reserves the unilateral right to cancel the Event due to adverse weather conditions. PTO shall provide to Vendor any such decision on cancellation by 12:00 p.m., on Friday, October 25, 2019. Further, if adverse weather affects the Event, PTO may, at its discretion, terminate the Event prior to 7:30 p.m.

5. Insurance.

- a. PTO 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 PTO at least one week prior to the Event an individual Property and Liability Insurance Certificate of Insurance. As part of its insurance requirements, Vendor shall also maintain and provide to PTO Product Liability Insurance for the sale or distribution of any food products at the Event. Liability coverage should be in an amount no less than \$1,000,000.00.
- c. The Certificate of Insurance for the coverage in subsection (b) above shall name "Monaco Elementary School" as an "additional insured."

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 PTO, 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 PTO'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 PTO, 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. In order to be part of the Event, this Agreement shall be signed and returned contact to ptomonaco@gmail.com no later than Friday, October 4, 2019. If you have any questions/concerns, please contact Stephanie Roach at ptomonaco@gmail.com

VENDOR:

Vendor Name: _____

Vendor Signature: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Tax ID: _____

Monaco Elementary PTO

By: _____

Date: _____