



# Food Truck Vendor/Caterer Agreement

THIS AGREEMENT, is by and between The Dole, 401 Country Club Road, Crystal Lake, IL 60014 (DOLE) and

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The DOLE desires to permit FOOD TRUCK VENDOR to sell said items on attached application during Open Air Farmers Market+ (OAFM). Now therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. FOOD TRUCK VENDOR agrees to pay The DOLE Farmers Market 10% of gross sales made at the OAFM Event to be held Sunday, \_\_\_\_\_. Payment is due on the day of, to The DOLE Farmers Market at the end of the event. A \$50.00 deposit is required per date listed, due upon return of signed agreement to secure date/s. This per date deposit will be applied towards the 10%. ***IE: You sign up for 4 dates you will provide a \$200 (4 x \$50ea) deposit. Date #1 you make \$1000 and owe \$100. The \$50 deposit will be applied to your 10% and you will provide an additional \$50 for the balance. You now have \$150 in deposit left for the remaining 3 dates.***
2. RIGHT TO SELL FOOD: FOOD TRUCK VENDOR shall have the right to advertise. Said sales are to occur only within the area designated by The DOLE for the FOOD TRUCK VENDOR. The Dole has a No-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 FOOD TRUCK VENDOR found to be in violation of these policies will be asked to leave the event. Enforcement of this is at the sole discretion of The DOLE management.
3. BEVERAGES: FOOD TRUCK VENDORS shall not sell, distribute, or in any way disseminate alcoholic beverages.
4. PRODUCTS: FOOD TRUCK VENDOR shall not sell any item not identified on the application without prior written approval of the DOLE.
5. HOURS OF OPERATION: FOOD TRUCK VENDORS must be fully staffed, open and must remain fully staffed and open between the hours of 10:00 am and 2:00 pm regardless of weather conditions. Closing early or opening late for any reason may preclude FOOD TRUCK VENDOR from participating in future events. FOOD TRUCK VENDOR understands that the event will be held rain or shine.
6. TRUCK SPACE: FOOD TRUCK VENDOR understands that the DOLE, at its sole discretion, will assign space for food trucks.
7. RENTAL EQUIPMENT: The DOLE does not provide any equipment to the FOOD TRUCK VENDOR including but not limited to chairs, tables, tents, etc. FOOD TRUCK VENDOR is required to provide their own equipment.
8. WEATHER SECURITY: FOOD TRUCK VENDOR shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices.
9. LOAD IN/SET UP: Set up must be completed by 9:30am.



10. LOAD OUT: FOOD TRUCK VENDOR will remove materials and GARBAGE by 4:00pm. A dumpster will be provided by the DOLE.
11. SIGNAGE: ALL FOOD TRUCK VENDOR signs and banners must be contained within the assigned space. FOOD TRUCK VENDOR is responsible for supplying their own signage.
12. CONDUCT: FOOD TRUCK VENDOR may not consume alcoholic beverages during hours of operation. Vendors must be suitably attired at all times. Behavior unsuitable for the DOLE, or which constitutes a public nuisance, will not be permitted. VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR SPACE DURING THE EVENT.
13. STORAGE: All FOOD TRUCK VENDOR'S property shall be kept within the assigned space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.
14. ELECTRICAL SERVICE: FOOD TRUCK VENDOR agrees to purchase electrical service if needed, from the DOLE. It is the FOOD TRUCK VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.
15. SITE INSPECTION: FOOD TRUCK VENDOR is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the DOLE, charges to repair or correct any damage or alteration. Vendor is responsible for returning the space provided to its original condition.
16. GOVERNING LAWS: This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the City of Crystal Lake, County of McHenry, Illinois.
17. SECURITY: FOOD TRUCK VENDOR is responsible for the safety and security of their own property and equipment at all times. The DOLE shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
18. INDEMNITY: FOOD TRUCK VENDOR shall indemnify and hold the DOLE, the DOLE staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of FOOD TRUCK VENDOR under this agreement, and shall reimburse the DOLE for any costs, including, but not limited to, reasonable attorney fees incurred in defense against any such claim.
19. VIOLATIONS: FOOD TRUCK VENDOR acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in the event.
20. AGREEMENT MODIFICATIONS: 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.
21. AGREEMENT DEADLINE: This agreement shall be signed by the FOOD TRUCK VENDOR and returned to the DOLE by \_\_\_\_\_.
22. RESOLUTION OF DISPUTES: In the event of a dispute arising in any manner as a result of, or in any way related to this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.



23. CANCELLATION: FOOD TRUCK VENDOR understands that if the vendor cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund.

24. LICENSES: FOOD TRUCK VENDORS are responsible for all permits and license from the county and must display their license from the Health Dept before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement.

25. WATER: Water will be made available at the event. FOOD TRUCK VENDORS are responsible for providing a means of transporting water from the source to the assigned booth space.

26. GREASE AND WASTEWATER: Vendors are responsible for disposing of any grease/oil and gray water from their operation. Two locations will be available for vendor use. Please ask DOLE staff if you need assistance.

**By signing this agreement, FOOD TRUCK VENDOR acknowledges that:**

- a. Vendor has had the opportunity to review this agreement;
- b. Vendor has enclosed **ALL** required documentation and payment
- c. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Signed by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

OAFM/DOLE \_\_\_\_\_

Date \_\_\_\_\_