



FOOD TRUCK/VENDOR CONTRACT

This contract is made by and between the Friends of _____, a chapter of the Pennsylvania Parks and Forests Foundation (PPFF), (the "Venue Provider") and the vendor listed below (the "Vendor") as set forth below (the "Event").

Venue Provider's Contact Information:

Contact Name: _____
Organization Name: _____
Address: _____
City: _____ **State:** PA **Zip Code:** _____
Telephone: _____ **Email:** _____

Vendor's Contact Information:

Contact Name: _____
Address: _____
City: _____ **State:** PA **Zip Code:** _____
Telephone: _____ **Email:** _____
PA State Sales Tax No. _____

Time, Date, Length and Place of Event:

Event Name: _____
Event Place: _____
Address: _____
City: _____ **State:** PA **Zip Code:** _____
Date(s) of Event: _____

Compensation to be Paid/Service to be Provided. The following sets forth the services expected to be provided by the Vendor and the Compensation to be paid to the Vendor:

- I. The following insurance coverage is required.
 - General Liability. The Vendor, at its sole expense, shall obtain and maintain in full force and effect during the event, Comprehensive General Liability ("CGL") insurance from a

responsible insurance company licensed to do business in the Commonwealth. The CGL insurance shall be in an amount not less than \$100,000 for each occurrence and \$300,000 in the aggregate and shall protect the Vendor from claims for personal injury, including accidental death, as well as from claims for property damage that may arise from the Vendor's activities under this Agreement. The coverage shall apply whether such activities are by the Vendor or anyone acting on the Vendor's behalf. The "Commonwealth of Pennsylvania, Department of Conservation and Natural Resources" ("DCNR") and "the Pennsylvania Parks and Forests Foundation" shall be named as additional insured on the CGL insurance policy.

- Motor Vehicle. The Vendor, at its sole expense, shall obtain and maintain in full force and effect during each term that this Agreement is in effect, motor vehicle insurance for the operation of motor vehicles, including the Mobile Unit, under this Agreement. The motor vehicle insurance shall be from a responsible insurance company licensed to do business in the Commonwealth rather than self-insurance.
- Workers' Compensation. Workers' Compensation limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons whom the Vendor may employ directly or through sub-vendors in carrying out the work described in this contract. The vendor shall provide evidence that the vendor has Workers' Compensation and Worker's Occupational Disease insurance protection for his/her employees.

_____ (initial here) The Vendor affirms that they are either a sole proprietor or an owner-operated business without employees and unable to obtain worker's compensation listed above. If the food vendor utilizes family and friends for this event, the food vendor is responsible for any workplace injury and associated medical costs.

2. DCNR, the park/forest at which the event is being held, PPF, and the Venue Provider are not and will not be responsible for any loss or injury to the Vendor, his associates or property while participating in the Event. The Vendor is responsible for himself/herself, their employees, helpers, equipment and merchandise.
3. The Vendor agrees to grant photographic rights for publicity purposes. This includes all brochures, program books, and newspaper articles used this year and in the future.
4. Indemnification. The Vendor shall hold PPF and the Commonwealth of Pennsylvania harmless from and indemnify PPF and the Commonwealth against and shall cause its contractors or subcontractors to hold the PPF and the Commonwealth harmless from and indemnify PPF and the Commonwealth against any and all third-party claims, demands and actions based upon or arising any acts, accidents, or incidents which may occur while participating at the Event.
5. Any issues arising during the Event will be presented to the Venue Provider immediately.
6. Mobile Unit/Food Service Area Maintenance. The Vendor shall regularly service, clean and maintain the Mobile Unit or Food Service Area and shall keep the Mobile Unit (if applicable) operating and in good working order at all times. The Vendor shall promptly maintain the Mobile Unit or Food Service Area in a clean and sanitary condition in accordance with all applicable federal, state and local laws. The Mobile Unit/Food Service Area shall not produce

excessive or offensive amounts of smoke, odor, or noise.

7. Audible Advertising. The Vendor shall not use bells, horns, loud speakers, music or other noise to attract attention or business or to advertise the location or types of products available for sale.
8. Food Selection. The Vendor shall serve all food and drink at appropriate temperatures.
9. Pricing. The Vendor shall charge such prices as are reasonable and fair. The Vendor shall prominently and neatly post all prices.
10. Service. The Vendor shall render courteous, efficient, and satisfactory service to all members of the public.
11. Food and Beverage Containers. The Vendor shall serve all food and beverages in recyclable, returnable, or disposable containers other than glass or polystyrene commonly known as Styrofoam.
12. Waste Minimization. The Vendor shall practice solid waste minimization and litter reduction by all reasonable means, including (1) minimal use of drinking straws and cup lids; (2) minimal use of packaging products for serving food; (3) minimal use of disposable utensils; and (4) dispensing condiments from bulk containers rather than individual serving packets.
13. Food Safety. The Vendor shall be aware of and comply with all current rules and regulations of the Department of Agriculture, Bureau of Food Safety and Laboratory Services, including inspections.
14. Health Standards. The Vendor will follow all the standards for safety and health for service, housekeeping, and cleaning throughout the Mobile Unit or the Food Service Area.
15. Fees and Taxes. The Vendor shall pay all state, county and local license fees and sales taxes that may be imposed on the sale of food and beverages through the Mobile Unit or Food Service Area and will provide the Venue Provider with a copy of the tax collection number/certificate.
16. Compliance with Laws. The Vendor shall comply with all laws, rules, regulations, and orders of the Commonwealth of Pennsylvania and other governmental bodies, now in effect or later enacted, adopted or promulgated. The Vendor shall have knowledge of all relevant laws, rules, regulations and orders, as well as rules and regulations of state parks, which can be found at: www.dcnr.state.pa.us/cs/groups/public/documents/document/d_001192.pdf.
17. Licenses and Permits. The Vendor shall provide, at its sole expense, all licenses and permits necessary for the operation of the Mobile Unit or Food Service Area. The Vendor shall neatly post all licenses and permits on an interior wall of the Mobile Unit or make them available in the Food Service Area.
18. The Vendor will be provided space in the size of _____ with the following amenities:
 - Water Hook Up _____ Available _____ Not Available
 - Electricity _____ Available _____ Not AvailableIf not available, Vendors may supply their own quiet generators or battery operated

devices if needed. Quiet generators must be less than 60 decibels while running a quarter load.

- 19. Set-Up/Access. Set up begins on _____. You are welcome to set up any time after _____. You MUST be set up by _____. (****If you require an alternative set up time/date, please contact the Venue Provider. It is important for us to be aware that you plan to arrive early.)
- 20. Cancellation Policy. Vendor must notify the Venue Provider immediately of cancellation. NO refunds will be granted within 30 days of the Event.
- 21. Weather. This is a rain or shine event. In the event that severe weather or a declared state of emergency results in cancellation of any or all festival days or limits festival hours of operation on certain days, NO REFUNDS WILL BE ISSUED.

IN WITNESS WHEREOF, the parties have executed this Contract on the respective dates shown by their signatures.

VENUE PROVIDER:

_____ By: _____
(Date) _____, Chair

VENDOR:

_____ By: _____
(Date) _____