



# Food Truck Vendor Application

Revised 2/15/24

**Business Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website/Facebook Page:** \_\_\_\_\_

**Truck/Trailer Description:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_

**Name of Event:** \_\_\_\_\_

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Application must include the following documents and must be submitted to the York Parks and Recreation (YPR) Department for approval no later than two weeks prior to the start of the event:

- Menu
- Approved Solicitor's Permit and Application to Occupy Right-of-Way
- State of Nebraska's Sales Tax Permit or proof of applicable exemption
- License or permit from the Nebraska Department of Agriculture
- Certificate or proof of motor vehicle liability insurance

By signing this agreement, the Vendor acknowledges that:

1. Vendor has enclosed all required documents and submitted payment to the YPR Department.
2. Vendor fully understands and agrees to the terms and conditions set for the by the YPR Food Truck Vendor Agreement.

**Renter Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**YPR Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Submit completed applications and required documents to [hgregg@cityofyork.net](mailto:hgregg@cityofyork.net)



# Food Truck Vendor Agreement

This agreement is by and between the City of York Parks and Recreation (YPR) Department and the party designated on the Food Truck Vendor Application (Vendor). YPR desires to permit the Vendor to sell said items on the attached application during events at the York Community Center, City Auditorium, York Ballpark Complex, York Family Aquatic Center, York Soccer Complex, and York city parks and the Vendor agrees to the following:

1. During the months of April-October, Food Truck Vendors at the locations of the Family Aquatic Center, Minks Park, York Soccer Complex and York Ballpark Complex are required to pay the YPR Department \$100/day.
2. The Vendor has the right to advertise at the YPR event using signs and/or banners. Advertisements must stay within the designated space. YPR has a zero-tolerance policy for the sale or display of products or advertising that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, profanity and illegal activities. Enforcement of this is at the sole discretion of YPR management. YPR reserves the right to locate/relocate any display where it is in the best interest of the event.
3. The Vendor must provide a menu identifying what will be sold at the event to the YPR Director one week prior to the event.
4. The Vendor shall not sell, distribute, or in any way disseminate alcoholic beverages, unless otherwise agreed upon with YPR management.
5. YPR will communicate hours of the event one week prior. The Vendor will work with YPR on designated sale locations within the event.
6. YPR does not provide any equipment or supplies to the Vendor, including but not limited to chairs, tables, tents, power, water source, etc.
7. The Vendor shall not play any amplified music from within their booth space during the event.
8. The Vendor shall only conduct business from inside of their assigned area, canvassing of the event is prohibited.
9. The Vendor shall not throw or deposit or cause to permit to be thrown or deposited in any vessel or receptacle connected with the public sewer system (sanitary or storm) or public land, solid matter, oily wastes, acid, battery water, garbage, ashes, fruit, vegetables, peelings, refuse, rags, sticks, cinders, or any other matter. All waste material needs to be disposed of properly, off-site.
10. Vendor is responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. YPR and the City of York shall not be held responsible for loss, theft or damage to any property left on the event grounds at any time.
11. The YPR Department reserves the right to rent all available facilities during any given rental or event.
12. The use of alcohol is prohibited in City of York complexes and parks. The use of tobacco and vaping products are not allowed in the facility. Renters/guests who choose to use tobacco or vaping products may do so outside of the facility.



## Food Truck Vendor Agreement Continued

13. The Vendor shall hold the City of York, officials, employees and agents harmless from all liability for injury or death, or loss of or damage to, any person or property that occurs during, or as a result of, the use of facilities by the Vendor, and shall indemnify the City of York for all expenses it may incur as a result of claim or demand by anyone growing out of the use of said facility by the Vendor. The City of York denies liability to any person or any entity or organization whose member may be injured on the premises.
14. The Renter shall pay for any damage or breakage to the building or property therein that occurs as a result of negligence or misuse of said premises by the Renter.
15. The Renter shall not use the premises in violation of any Federal or State Law, City Ordinance, or Fire Regulations, and shall pay charges for special security if some are deemed necessary by the City of York.
16. The City reserves the right to photograph activities and program participants for potential use in advertising brochures and the City's social media and marketing material.
17. The activities and events of the York Parks and Recreation Department have priority over all other reservations. York Parks and Recreation facilities are also subject to holiday closings, construction, repairs, and operational emergencies that may preclude use of a rental facility. Should any of these circumstances arise during a period when a rental has been confirmed, York Parks and Recreation may cancel the rental or may give the option to the renter of relocating the event to another available facility. If the event is canceled, the rental fee will be refunded. There will be no other liability for the York Parks and Recreation Department.
18. The City reserves the right to impose additional rules, fees, regulations and/or restrictions to this agreement.
19. This agreement shall be signed by the Vendor and returned to YPR no later than one week prior to the event.

**The undersigned agrees to the Food Truck Vendor Agreement and the City of York Parks & Recreation Department acknowledges receipt of payment of rental charges as specified and dated on the agreement.**

**Vendor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**YPR Representative Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_