

North Shore Youth Council

Post Office Box 1286, Rocky Point, New York 11778
Telephone: 631-744-0207 | Fax: 631-744-3565 | www.NSYC.com

Food Truck Vendor Agreement

This Food Truck Vendor Agreement (“Agreement”) made this day _____ is entered by and between North Shore Youth Council, Inc. (hereinafter “NSYC”) and _____ (hereinafter “Vendor”).

WHEREAS, NSYC desires to contract non-exclusively with Vendor to provide food truck vending services at the Heritage Center and Park in accordance with this Agreement and NSYC Administrative Procedure; and

WHEREAS, Vendor operates a commercial food truck which it prepares and sells the following food items _____ (hereinafter “Food Truck”) and desires to offer its food truck services in accordance with this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. VENDOR RESPONSIBILITIES:

a. Vendor shall be fully permitted and licensed to prepare, serve, and sell food in the State of New York, County of Suffolk, under all applicable laws, statutes, and ordinances. 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 New York State sales tax related to products sold.

c. In consideration of NSYC entering this Agreement and permitting the Vendor to render food truck services, Vendor does hereby agree to a daily rate of \$50 for Foodie Friday events, \$150 for exclusive NSYC community events or \$400 for a monthly rate which includes unlimited access to the park such as Foodie Friday Events, ANY exclusive NSYC Community Events, in addition Vendor will receive marketing for their truck and dates on NSYC/Heritage Center websites and social media.. Vendor will pay their fee the 7 days before each event they plan on attending, or if they choose unlimited access, they will be charged \$400 on the first of the month electronically.

d. Vendor shall arrive at Heritage Center and Park location in sufficient time to be fully set up and ready to serve food from its food truck a minimum of thirty (30) minutes prior to mutually agreed upon days and times. Vendor does hereby agree that the fall and spring carnivals are excluded from food truck vendor services.

e. Vendor shall be equipped to accept cash and credit card for purchases from the food truck.

f. Vendor shall not use, sell, distribute, or in any way disseminate alcoholic beverages, tobacco, other substitute forms of cigarettes, clove cigarettes, or other smoking devices. The Heritage Center and Park is a tobacco and alcohol-free location. No employee or staff shall consume or have the presence of alcohol. Use of any tobacco products at any time is prohibited. Violation of this condition shall result in the termination of food truck services.

g. Vendor shall abide by the following Code of Conduct:

1. Vendor shall interact with guests, staff, volunteers, and all persons associated with NSYC and the Heritage Center and Park in a respectful manner at all times;

2. Vendor shall not use alcohol or other controlled substances while participating in any capacity at the Heritage Center and Park;

3. Vendors shall be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene;

4. Vendor shall not engage in any behavior that is determined to threaten the safety of anyone participating at the Heritage Center and Park in any capacity, nor engage in any behavior that is disruptive or interferes with the right of anyone associated with NSYC and the Heritage Center and Park to conduct appropriate business or freely enjoy any NSYC or Heritage Center and Park event;

h. Vendor shall not utilize advertising that displays and/or promotes any of the following: gang colors/symbols, alcohol, drugs, drug paraphernalia, political affiliation, or illegal activities.

i. Vendor shall utilize only the space assigned to it by NSYC and must provide high visibility cones or barricades to protect patrons from sharp corners or hot surfaces.

j. Vendor must comply with all Town of Brookhaven and Suffolk County food safety hygiene and local Fire District codes.

k. Vendor is responsible for the safety and security of their own property and equipment at all times. No security personnel will be assigned specifically. Vendor assumes all risk of loss or damage to its property, regardless of cause. NSYC is not responsible for property that is lost, stolen or damaged.

l. Vendor is responsible for providing all equipment needed to provide food truck services. Vendor shall provide all of its required electrical needs. Vendor shall maintain an approved fire extinguisher and first aid kit in the Food Truck at all times. Vendor shall ensure that grease and abrasives are not disposed of on NSYC and Town of Brookhaven property.

m. Vendor shall complete all cleanup and depart the location within one (1) hour after the conclusion of service time. Vendor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of NSYC, charges to repair or correct any damage or alteration.

n. 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 follow all Terms and Conditions attached hereto and incorporated into this Agreement.

2. INSURANCE: Vendor must provide, at least one (1) week prior to beginning food truck services, a certificate of insurance evidencing the following insurance coverage:

a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence for Bodily Injury, Property Damage, Products and Completed Operation.

b. Business Automobile Liability Insurance with minimum split limits of \$250/\$500/\$100.

North Shore Youth Council and the Town of Brookhaven shall be named as an additional insured on Vendor's commercial general liability policy. Additional Insured coverage must be no less than that provided by Additional Insured endorsement. Certificate must be attached to this Agreement.

3. INDEMNIFICATION: Vendor explicitly agrees to indemnify and hold NSYC, NSYC staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of Vendor under this agreement, and shall reimburse NSYC for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.

4. NSYC REMEDIES FOR BREACH: 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 future NSYC events at the Heritage Center and Park.

5. GOVERNING LAW: This agreement shall be governed by the laws of the State of New York.

THE VENDOR CERTIFIES THAT THE INFORMATION ON THE FOOD TRUCK VENDOR AGREEMENT IS A CORRECT DEPICTION OF THE SERVICES AND PRODUCTS TO BE PROVIDED BY THE VENDOR AT THE EVENT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW THE VENDOR RESPONSIBILITIES AND THE OTHER TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE FOOD TRUCK VENDOR AGREEMENT AND TO HOLD HARMLESS AND INDEMNIFY NSYC AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY OF VENDOR SPACE AND PARTICIPATION AT THE HERITAGE CENTER AND PARK.

THE NORTH SHORE YOUTH COUNCIL, VENDOR
INC.

BY: _____

Robert E. Woods III
Executive Director

BY: _____

Name:
Title:

VENDOR INFORMATION

VENDOR NAME: _____

VENDOR SIGNATURE: _____

PRINTED NAME: _____

DATE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____