

## Food Truck License Addendum

**Pavilion Renter Name:** \_\_\_\_\_ **Event Date:** \_\_\_\_\_ **Event Time:** \_\_\_\_\_

**Food Truck Name:** \_\_\_\_\_

**Food Truck Email:** \_\_\_\_\_ **Food Truck Phone:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

### *Terms of the Agreement:*

**Term.** The Food Truck is granted license to provide concessions for the limited duration of the facility rental by facility Licensee, and for thirty (30) minutes before and thirty (30) minutes after rental duration.

**Location.** Food Truck may only operate at the Food Truck Location designated on Exhibit A. Food Truck shall not interfere with the access to the remainder of the parking lot or obstruct the entrances to those spaces in any way.

**Use of the Properties.** The license granted herein permits Food Truck the use of the Properties for the purpose of serving food and beverages. Food Truck has inspected the Properties and accepts it "AS IS" as acceptable for the purposes of this Agreement. Food Truck will leave Premises in same or better condition than the "AS-IS" condition. Food Truck may not make any alterations to the Properties to conduct its business. Food Truck shall, upon written notice from the City and at its sole expense, repair any damage to the Properties caused by Food Truck's use of the Properties pursuant to this Agreement.

**City Access.** City shall have access to the Properties as reasonably necessary to maintain and to service the property. City shall have the right to inspect the Properties at any time.

**Licensing and Permitting.** Food Truck must have all necessary licenses and permits for its operation as stated under MCPC 4-3-2(F)(1) including a Park City business license, Summit County Health Department Food Truck Permit, and Park City Fire Permit and/or Annual Commercial Fire Inspection Report; or provide all documents required under MCPC 4-3-2(F)(2) to the City Finance Department which can be reached at 435-615-5221 to obtain a reciprocal food truck license. All licenses, permits and inspection reports shall be maintained in good standing and held on file with the City Manager or her designee before the date of the rental.

**Payment of Taxes and Other Assessments.** Food Truck shall pay all taxes and other assessments for its business during the term of this Agreement, including but not limited to all sales or other taxes assessed on the operation of the concession business.

**Utility Services.** City shall be responsible to provide electricity and electrical outlet to the area adjacent to the Properties, only if available, that the Food Truck may use for the operation of the food truck. No other utilities shall be provided.

**Maintenance.** The City shall be responsible for all maintenance of the Properties including snow removal. Food Truck will not interfere with City snow removal operations and may be required to remove the food truck from the Properties so that the City may perform snow removal or other maintenance.

**Insurance and Indemnity.** The Food Truck shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Food Truck's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Food Truck; and provided further, that nothing herein shall require the Food Truck to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Food Truck expressly agrees that the indemnification provided herein constitutes

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the Food Truck's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Food Truck claims or recovers compensation from the City for a loss or injury that Food Truck would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

The Food Truck shall provide a Certificate of Insurance evidencing:

(a) General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Three Million Dollars (\$3,000,000.00) aggregate for personal injury, bodily injury, and property damage.

The Food Truck shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63-30d-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

(b) Automobile Liability insurance covering any auto or, if Service Provider has no owned autos, covering hired and non-owned autos, with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.

(c) Workers Compensation as required by the State of Utah with employer's liability insurance limits written as follows:

Bodily Injury by Accident \$500,000.00 each accident;

Bodily Injury by Disease \$500,000.00 each employee, \$500,000.00 policy limit. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by the Service Provider, its employees, agents and subcontractors.

(d) The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Food Truck and a copy of the endorsement naming the City as an additional insured shall be attached to the certificate of insurance. Should any of the above described policies be cancelled before the expiration date thereof, Food Truck shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.

(e) The Food Truck's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) For any claims related to this Agreement, the Food Truck's insurance coverage shall be primary insurance coverage as respects to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Food Truck's insurance and shall not contribute with it.

**City Liable Only for Negligence and Intentional Acts.** Except where caused by City's negligence or intentional act, City shall not be liable for any failure of water supply, natural gas supply, or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any subsurface area or for an interference with light.

**Nondiscrimination.** The City is an equal opportunity employer. Food Truck agrees that it will not discriminate against any employee or recipient of services or benefits because of race, color, national origin, religion, age, sex, sexual orientation, gender identity or expression, pregnancy, pregnancy related condition, veteran status or disability in the performance of this Agreement. Food Truck will take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment. This clause applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

**Food Truck's Employees.** During hours of operation, the Food Truck will agree to retain active, qualified, competent, and experienced employees at the food truck to supervise the concession operations. The Food Truck agrees to be an equal opportunity employer and will hire qualified employees without regard to race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. The employee must be authorized to represent and act on behalf of the Food Truck.

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**Laws, Ordinances, Etc.** The Food Truck will obey all the laws, ordinances, regulations, and rules of the federal, State, County and municipal governments which may be applicable to its operations. The Food Truck shall not use or permit the use of the Properties in violation of any state law or County or municipal ordinance or regulation applicable thereto.

**Type of Operation.** Food Truck agrees to maintain and operate the food truck concession in a first-class manner and will keep the surrounding area in a safe, clean, orderly, and inviting condition at all times. The food truck is to be operated as a convenience to the Properties patrons; therefore, all food, drinks, beverages, confections, and other items sold or kept for sale at the food truck will be of high quality. All food and merchandise kept for sale will be subject to inspection by the City. The service will be prompt, sanitary, courteous, and efficient.

**Garbage Disposal.** Food Truck shall have the obligation to properly dispose of and keep the Premises free from refuse, including garbage, trash and debris, flammable materials, as defined in the International Fire Code, or any deleterious or unsightly material, objects, or structures. The Food Truck provide and shall use suitable covered receptacles for all garbage and refuse generated in connection with the food truck. Food Truck will remove all garbage and refuse daily and transport it to Food Truck’s own dumpsters or otherwise dispose of at Food Truck’s own cost. Piling boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on the Properties or surrounding premises is not permitted. When trash receptacles become full, Food Truck will empty and transport off site as required above.

I have read, understand and agree to abide by the terms and policies listed above.

Signature: \_\_\_\_\_

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

Pavilion Renter

Signature: \_\_\_\_\_

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

Food Truck

Signature: \_\_\_\_\_

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

Park City Municipal Corporation

**Food Truck License Addendum**

**Exhibit A**

Add in Parking locations for South End City Park & Rotary Park