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## Food Truck License Agreement

Food Truck/Business Name: \_\_\_\_\_

Name of Owner/Contact Person ("Licensee"): \_\_\_\_\_ Phone: \_\_\_\_\_

Licensee's Email: \_\_\_\_\_ Licensee's Phone: \_\_\_\_\_

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

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

Effective Date of this License Agreement: \_\_\_\_\_

### Terms of the Agreement:

**Grant of License; Term:** The Stansbury Service Agency ("Service Agency"), hereby grants to the Licensee named above, a revocable license ("License"), to park and provide a food truck concession (the "Food Truck"), for the limited duration of each Food Truck event which has been scheduled with the Service Agency during the calendar year, and for thirty (30) minutes before and thirty (30) minutes after the duration of each event.

**Location:** Food Truck may only operate at the Food Truck locations designated on Exhibit A (the "Property"). The Food Truck shall not interfere with the access to the remainder of the parking lot or other Service Agency premises, or obstruct the entrances or exits to those spaces in any way.

**Use of the Property:** The License granted herein permits Licensee the use of the Property for the purpose of serving food and beverages from the Food Truck. The Licensee has inspected the Property and accepts it in its "AS IS," "WHERE IS" condition, with no warranties, express or implied, and has found and determined that the Property is acceptable for the operation by Licensee of its Food Truck concession and related purposes on the Property as set forth herein. Licensee will leave the Property in the same or better condition than its condition upon commencement of use by Licensee as determined by the Service Agency. Licensee may not make any alterations to the Property in order to conduct its business or for any other purpose. Licensee shall, upon written notice from the Service Agency, and at its sole expense, repair any damage to the Property caused by Licensee's occupation and use of the Property pursuant to this Agreement.

**Licensing and Permitting:** Licensee is required to have and make available to the Service Agency and other government officials, upon request, all licenses, permits and approvals necessary for its Food Truck operation as required by applicable law.

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

**Indemnity and Insurance:** The Licensee, at its sole expense, shall indemnify and hold the Service Agency and its elected officials, officers, consultants and employees (collectively, the "Indemnitees"), harmless from and against any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the Indemnitees arising out of, in connection with, or incident to the execution of this Agreement and/or Licensee's defective performance or failure to perform any aspect of its business or in connection with Licensee's occupancy and use of the Property pursuant to this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the Indemnitees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Licensee; and provided further, that nothing herein shall require the Licensee to hold harmless or defend the Indemnitees from any claims arising from the sole negligence of the Indemnitees. The Licensee

expressly agrees that the indemnification provided herein constitutes the Licensee'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 Licensee claims or recovers compensation from the Service Agency for a loss or injury that Licensee would be obligated to indemnify the Service Agency 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 Service Agency by reason of entering into this Agreement except as expressly provided herein.

The Licensee 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.
- b. Licensee 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.
- c. Automobile Liability insurance covering the Food Truck and/or any other auto or, if Licensee 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.
- d. 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 the Service Agency for all work performed by Licensee, its employees, agents and subcontractors.
- e. The Service Agency 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 Licensee and a copy of the endorsement naming the Service Agency 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, Licensee shall deliver notice to the Service Agency within thirty (30) days of cancellation. The Service Agency reserves the right to request certified copies of any required policies.
- f. The Licensee'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.
- g. For any claims related to this Agreement, Licensee's insurance coverage shall be primary insurance coverage as respects to Service Agency elected officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by Service Agency officials, employees, or volunteers shall be excess of Licensee's insurance and shall not be contributed with it.

**Service Agency Liable Only for Negligence and Intentional Acts.** Except where caused by the Service Agency's negligence or intentional act, the Service Agency 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.

**Licensee's Employees.** During hours of operation, the Licensee will agree to retain active, qualified, competent, and experienced employees at the Food Truck to supervise and perform the concession operations. The Licensee 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), veteran status or disability, genetic information, sexual orientation, gender identity, or protected expressions. The employee must be authorized to represent and act on behalf of the Licensee. 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.

**Laws, Ordinances, Etc.** Licensee will obey all federal state, county, and municipal the laws, ordinances, regulations, and rules and the applicable rules, regulations and policies of the Service Agency, which may be applicable to its operations. The Licensee shall not use or permit the use of the Property in violation of any such law, ordinance or regulation applicable thereto.

**Standard of Operation.** Licensee 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 patrons of the Food Truck while situated on the Property; therefore, all food, drinks, beverages, confections, and other items sold or kept for sale at the Food Truck will at all times be safe and of high quality. The service provided at the Food Truck will be prompt, sanitary, courteous, and efficient.

**Garbage Control and Disposal.** Licensee shall have the obligation to properly dispose of and keep the Property 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 Licensee shall provide and use suitable covered receptacles for all garbage and refuse generated in connection with the Food Truck. Licensee will remove all garbage and refuse daily and transport it to Licensee's own dumpsters or otherwise lawful location at Licensee's own cost. Piling boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on the Property or surrounding premises is not permitted. When trash receptacles become full, Licensee will empty and transport off site as required above. All grease and liquids must be removed and disposed-of off-site from Service Agency grounds by the Licensee.

**Utility Services.** Licensee is expected to bring and at all times utilize a quiet generator with suitable power for all purposes in connection with Licensee's use of the Food Truck in providing food service on the Property.

**Alcoholic Beverages.** No alcoholic beverages may be brought in or permitted on the Property or other Service Agency premises.

**Food Truck Event Fees.** In consideration for the License granted herein, Licensee shall be charged and agrees to pay to the Service Agency an amount equal to ten percent (10%) of Licensee's gross sales on the Property, payable to the Service Agency within 24 hours of each event through ACH or Venmo. Licensee shall maintain accurate books and records of all Food Truck sales at all times during the period the Food Truck is in use on the Property and shall provide to the Service Agency a copy of the same at the end of each business day for the purpose of verifying to the Service Agency that payment is being made in the full amount due.

I, Licensee, have had the opportunity to be advised by legal counsel concerning this Agreement, and I hereby confirm that I have read, fully understand, and agree to abide by all of the terms, covenants and conditions stated herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Licensee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Stansbury Service Agency