

FOOD TRUCK VENDOR AGREEMENT

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This Food Truck Vendor Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ORGANIZER / PROPERTY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ORGANIZER ADDRESS] ("**Organizer**"); and

[VENDOR LEGAL NAME], a [STATE] [ENTITY TYPE] operating the mobile food unit known as [FOOD TRUCK NAME] ("**Vendor**").

Organizer and Vendor are each a "**Party**" and together the "**Parties**."

Recitals. Organizer operates or manages [AN EVENT / A MARKET / A PROPERTY / A LOT] at which mobile food vendors may operate, and wishes to permit Vendor to sell food and beverages from its mobile food unit on the terms below. Vendor wishes to operate at the Location on those terms. In consideration of the mutual promises below, the Parties agree as follows.

1. License to Operate

1.1 **Grant.** Organizer grants Vendor a non-exclusive, revocable license to operate its mobile food unit (the "**Truck**") and sell food and beverages at the location described as [LOCATION NAME AND ADDRESS, INCLUDING DESIGNATED SPACE] (the "**Location**") during the Operating Times.

1.2 **No tenancy.** This Agreement grants a license only. It does not create a lease, tenancy, or any interest in real property, and Vendor acquires no possessory rights in the Location.

1.3 **Exclusivity.** Organizer [DOES / DOES NOT] grant Vendor category exclusivity. If exclusivity applies, it is limited to [DESCRIBE CUISINE OR PRODUCT CATEGORY] and does not restrict Organizer's own concessions.

1.4 **Assigned space.** Organizer may designate and reasonably relocate Vendor's operating space to manage the Location, on reasonable advance notice where practical.

2. Term and Operating Schedule

2.1 **Term.** This Agreement begins on the Effective Date and continues [FOR A SINGLE EVENT ON [DATE] / ON A RECURRING BASIS UNTIL [END DATE] / ON A MONTH-TO-MONTH BASIS], unless terminated earlier under Section 7.

2.2 **Operating times.** Vendor may operate during [DAYS AND HOURS, e.g. SATURDAYS 10:00 AM – 4:00 PM] (the "**Operating Times**"). Vendor will arrive in time to set up before, and will not break down before the end of, the Operating Times without Organizer's consent.

2.3 **Setup and breakdown.** Vendor is responsible for safely positioning, leveling, and securing the Truck, and for restoring its space to its original condition at the end of each operating period.

3. Fees

3.1 **Vendor fee.** Vendor will pay Organizer **[CHOOSE: A FLAT FEE OF [AMOUNT] PER [EVENT / DAY / MONTH] / A PERCENTAGE OF [NUMBER]% OF GROSS SALES / A FLAT FEE PLUS PERCENTAGE]** (the "Vendor Fee").

3.2 **Payment timing.** Flat fees are due **[IN ADVANCE / ON [SCHEDULE]]**. Percentage fees are due within **[NUMBER]** days after each operating period, with a sales report. Organizer may audit Vendor's sales records on reasonable notice where percentage fees apply.

3.3 **Deposit.** Vendor will pay a refundable deposit of **[AMOUNT]** to secure its space, returnable within **[NUMBER]** days after the Term ends, less any amounts owed or damage costs.

3.4 **Utilities.** Charges for **[ELECTRICITY / WATER / WASTE DISPOSAL]**, if provided by Organizer, are **[INCLUDED / BILLED AT [RATE]]**.

3.5 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

4. Licenses, Permits, and Compliance

4.1 **Vendor permits.** Vendor is solely responsible for obtaining and maintaining all licenses, permits, mobile-food-facility approvals, fire inspections, and food-handler certifications required by applicable law to operate the Truck, and will provide copies to Organizer on request.

4.2 **Health and safety.** Vendor will comply with all applicable health, food-safety, fire, and safety regulations, and will operate cooking and propane equipment in accordance with manufacturer instructions and applicable codes.

4.3 **Sales tax.** Vendor is responsible for collecting and remitting all sales and other taxes arising from its sales, and Organizer has no responsibility for Vendor's tax obligations.

4.4 **Compliance with Location rules.** Vendor will comply with reasonable rules Organizer establishes for the Location, including rules on noise, signage, generator use, and operating boundaries.

5. Operations

5.1 **Goods sold.** Vendor may sell the menu items described in **[EXHIBIT A / THE MENU PROVIDED]** and will not sell alcohol unless separately authorized in writing and properly licensed.

5.2 **Cleanliness and waste.** Vendor will keep its space clean, contain cooking odors and grease responsibly, dispose of waste and used cooking oil lawfully, and not pour grease, oil, or wastewater onto the ground or into storm drains.

5.3 **Appearance and signage.** The Truck and Vendor's signage will be clean, safe, and consistent with any standards Organizer reasonably sets for the Location.

5.4 **Conduct.** Vendor's personnel will act professionally and courteously toward customers, Organizer, and other vendors.

6. Insurance and Indemnification

6.1 Insurance. Vendor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence, product liability coverage, and any auto and workers' compensation coverage required by law. Vendor will name Organizer as an additional insured where required and provide a certificate of insurance before operating.

6.2 Indemnification. Vendor will defend, indemnify, and hold harmless Organizer from third-party claims arising from Vendor's operations, products, personnel, or breach of this Agreement, except to the extent caused by Organizer's gross negligence or willful misconduct.

6.3 Limitation of liability. Except for indemnification obligations and liability that cannot be limited by law, neither Party is liable for indirect, incidental, or consequential damages, and Organizer's total liability under this Agreement will not exceed the Vendor Fees paid for the period giving rise to the claim.

7. Termination

7.1 Termination for convenience. Either Party may terminate a recurring or month-to-month arrangement on **[NUMBER, e.g. 14]** days' written notice.

7.2 Termination for cause. Organizer may terminate immediately, and may require the Truck to leave the Location, if Vendor fails to maintain required permits or insurance, violates health or safety laws, or materially breaches this Agreement and does not cure within **[NUMBER]** days after notice (or immediately where the breach poses a health or safety risk).

7.3 Effect of termination. On termination, Vendor will promptly remove the Truck and its property and restore its space. Fees accrued through termination remain payable.

8. General Provisions

8.1 Independent contractor. Vendor is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

8.2 Assignment. Vendor may not assign this Agreement or permit another operator to use its space without Organizer's prior written consent.

8.3 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

8.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.5 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.6 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.7 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.8 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ORGANIZER**VENDOR**

Signature: _____

Signature: _____

Printed name: **[NAME]**Printed name: **[NAME]**Title: **[TITLE]**Title: **[TITLE]**

Date: _____

Date: _____

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