

2023 Food Truck Participation Guide

May, 2023

Cheryl Taylor, Event Manager

Contents

•	Communication	. 2
•	Trucking with 52 Food Trucks	. 2
•	Event Details	. 3
•	Payments	. 3
•	Refunds	. 4
•	The Day of the Event	. 4
•	Courtesy & Professionalism	. 5
•	Marketing, Promotions, and Advertising	. 6
•	Mother Nature	. 6
•	Photos, Videos, and Digital Images	. 7
•	Submission of Licensing and Insurance	. 7
•	RELEASE OF LIABILITY READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS	g

Communication

Your Contact is: Cheryl Taylor, Market Manager Her Direct Number is - 727-365-6411 (Call or Text)

Email Address: 52FoodTrucks@CommunityMarketsandEvents.com

Website Address: www.CommunityMarketsandEvents.com/52-Food-Trucks

Facebook Page: 52 Food Trucks Facebook Profile

Facebook Vendor Group: https://www.facebook.com/groups/2747912852009027

Please choose one (1) channel of communication to contact Cheryl. This helps in keeping track of the conversations as they progress. Please feel free to post a General Question to the Facebook Group.

If you choose to text Cheryl at 727-365-6411, please include your name and business in your initial text. Cheryl will add you to her contacts. Calls, Texts, and Emails received after 9 pm will be answered the following morning after 5 am.

Trucking with 52 Food Trucks

All vendors must have completed a registration form before being eligible to set up at any events organized by Community Markets & Events LLC d/b/a 52 Food Trucks. Your completed application is for review purposes and does not guarantee a spot in any Market or Event. Community Markets & Events LLC and the On-Site Event Manager reserve the right to refuse participation by any Food Truck. There are no rights of entitlement or exclusive rights based on space assignments, type of product or length of time you have been involved with any Market or Event. The Event Manager has sole and absolute discretion on participation. The Market Manager will strive to be as fair as possible but there may be occasions where not all parties are satisfied.

WHERE DO I APPLY TO BE A VENDOR? – Food Truck Registrations are submitted by completing the only registration form at https://form.jotform.com/cheryl.taylor/food-truck-registration-form

Steps after your application is submitted:

- We will review the information to determine whether additional information or clarification is needed to properly classify your Food Truck menu and extend the opportunity for you to secure vendor space at an upcoming event.
 - o Registrations are reviewed within forty-eight (48) hours of receipt.
 - Please Note: Submission of an registration does not guarantee acceptance for participation in our events.

 You will be immediately contacted upon review and approval of your registration, along with further details to provide you with support to ensure your success at our Rallies, Markets, and Events.

PARTICIPATION APPROVAL – We will approve your registration based on the information submitted, including your menu offerings. If you are adding new menu offering not originally approved, you must obtain additional approval from the Event Manager before including the items for sale at an event.

Event Details

HOW DO I KNOW SPECIFIC INFORMATION ON EACH MARKET? - Visit

www.communitymarketsandevents.com/save-the-date, navigate to Vendor Resources to view details and information for each Rally, Market, or Event.

EVENT HOURS – Each Market or Event may have varying hours. Please visit www.communitymarketsandevents.com/save-the-date, for specific hours that the Market or Event.

EVENT SET-UP & SPACE ASSIGNMENT – Event set-up and specific details about food truck participation will be distributed directly through the Facebook Vendor Group (see "Featured" Section it will be listed as a **Pinned Post**) and an email to all participating vendors **24** hours before the event.

EVENT PRICING – Rallies, Markets, and Events have varied prices for vendor spaces and are listed at www.communitymarketsandevents.com/save-the-date.

AVAILABILITY – Space is secured on a first paid, first served basis. Menu categories may be limited. Should the event you are seeking to reserve be closed in your category, you will be notified immediately and be asked to consider alternative dates.

PINNED POST – A pinned post will be available in the "Featured" Section of the 52 Food Truck Facebook Vendor Group

(made 24 hours before the event with important information, including vendor parking, site plan showing assigned vendor spaces, details about the facility, and more!

Payments

WHEN ARE PAYMENTS DUE? – To accommodate the management of categories, marketing, and promotion of the Market or Event, we ask that you pay your vendor fees <u>immediately upon invoicing</u>. Invoices will be voided 3 days after issuance; therefore, you will have to re-apply to participate in the event.

HOW DO I SUBMIT PAYMENT? – Once you have selected a date you would like to reserve, simply contact us directly (Call or Text 727-365-6411, Facebook Messenger, or email

52FoodTrucks@CommunityMarketsandEvents.com or send a reservation request through the website. An invoice will be sent to you via QuickBooks Online App directly from Community Markets & Events LLC. Most forms of payment are accepted through the QuickBooks Online App. Checks will be accepted; however, your spot is not secured until payment is received. Remember paying is the ONLY way to secure a space. Spaces are secured on a first paid, first served basis.

HOW FAR IN ADVANCE MAY I PAY? – Payments may be made for six (6) months in advance of any event date. Advance payments of more than six (6) months may be considered, please contact Cheryl Taylor for more information about this policy. All dates shown on the website are eligible for pre-payments!

HOW CAN I BE SURE THAT YOU RECEIVED PAYMENT? – Once your payment has been received, a paid receipt will be available to you for printing or downloading from our QuickBooks Accounting App. In addition, you will receive a receipt acknowledging payment, digital promotional ads for the event (if published) and your business will be listed on the event webpage www.CommunityMarketsandEvents.com/52-Food-Trucks on the appropriate Market or Event page within 24 hours. In the event you do not see your name and description, please reach out to Cheryl Taylor at 727-3656411.

Refunds

REFUNDS – Vendor fees are collected and then spent on advertising, administrative and other fees starting four (4) weeks before each Market or Event. Therefore, no refunds will only be granted. This includes reallocation or moving your vendor fee to another event.

The Day of the Event

VEHICLES & PARKING – Designated parking for vehicles, other than the Food Truck itself, will be established for each Market or Event and included in the Pinned Post, when possible, Vendor Parking areas will be clearly marked with signage stating "Vendor Parking". If you arrive on-site and need assistance, please call Cheryl at 727-365-6411 upon arrival. **Please Note: Parking in an undesignated parking space will result in expulsion from our events in the future.**

LOCATION OF YOUR SPACE – The Pinned Post will outline the earliest arrival time, details about the facility, parking instructions, space numbers, and more... The post is long, so be sure to click "SEE MORE" to view the entire post. We assure you, there will **ALWAYS** be a Pinned Post. In the case of an emergency or violation the Event Manager may move a Food Truck even after their space is fully set up. This will be something that we will try to avoid at all costs.

VENDOR SPACE (BOOTH SPACE) – Your space will clearly be marked. **Please Note: Space may** not be sublet or shared.

SIZE AND EQUIPMENT – Community Markets and Events LLC does not provide any equipment. Truckers are responsible for everything needed to set up and operate their truck, including water and electric, if needed.

Courtesy & Professionalism

NO CALL/ NO SHOW – Do the Right Thing... Text Cheryl Taylor at 727-365-6411 to inform her of your status. A No Call/No Show will result in expulsion from future Rallies, Markets and Events.

LEAVING EARLY – All Vendors are required to stay the full hours of the Event. We want to avoid giving our community the impression that the Event is closing, and they are unwelcome.

- If your Truck is not accessible for customers to order because you are packing up, we will consider this leaving early.
- If you "Sell Out" kindly post a sign that you are "Sold Out" for the day and enjoy the rest of the event.
- No packing up until the exact moment the Market or Event has ended, no moving of cars until
 your entire booth is packed and your tent is down and ready to load in your vehicle.

Leaving early will result in expulsion from future Rallies, Markets, & Events.

DISPUTES – If you have a disagreement or dispute with someone, take it away from the Rally, Market or Event. Never become contentious in front of customers or other vendors, this includes posts on social media or any other public forum regarding the market or event.

COURTEOUS – All Participants are expected to be courteous, welcoming, and friendly to everyone.

TERMINATION – The Event Manager reserves the right to terminate and expel a Vendor at any time without cause.

PETS – Well behaved pets that are leashed or contained in pet-pens are allowed (outside of the Food Service area). Service animals are permitted, of course, and should be wearing the appropriate attire and equipment.

SMOKING/ALCOHOL, SLEEPING -

- Please smoke at least 100 ft away from others. Kindly dispose of your cigarette butt safely in a proper disposal receptacle or container.
- For all Rallies, Markets, and Events, alcohol consumption or use of drugs is not allowed by any
 participant or their staff before or during Market or Event hours. Do not come to the Market or
 Event intoxicated.
- Sleeping is unacceptable.

Marketing, Promotions, and Advertising

PROMOTIONS – Community Markets & Events provides several opportunities to promote your truck and the Rally, Market, or Event itself. Here are some helpful ways you can promote your business and the Market or Event:

Share the Event from the 52 Food Truck Facebook Page, found under the Event Tab: 52 Food Trucks Facebook Profile on both personal and business pages. Send your family and friends invitations to the event using Messenger.

- A Vendor Highlight will be posted for you containing pictures and details about your business inside the Event on the Community Markets & Events Facebook Page. Please SHARE this highlight on your personal and business page along with any appropriate Facebook Groups. If you need assistance with this your first couple times, reach out to Cheryl at 727-365-6411. She will be happy to get you going!
- CHECK IN AT THE RALLY, MARKET, OR EVENT When you arrive for the day, be sure to "Check In" to the Event.
- LIKE AND FOLLOW Be sure to Like/Follow the pages of fellow Vendors and the Community Markets & Events Facebook Page. The more activity on Facebook and other Social Media profiles, the more traffic we will have for the Market or Event. You can find us at:
 - o 52 Food Trucks Facebook Profile
- Supply your logo and pictures of your product to Community Markets & Events d/b/a 52 Food
 Trucks to be featured on the website and on our Facebook and Instagram profiles. A link from
 our website to your commerce or website and business's social media profile or website will be
 installed (just ask Cheryl for details) so that customer's browsing our website can find more
 details about your products. It's not for everyone, but if you're comfortable... Go LIVE on
 Facebook during the event! The Event Manager will be posting updates and live videos
 throughout the Market or Event as well.

Remember, we can do amazing things together that are simply not possible individually. Be sure to take advantage of the tools that are available through our website, social media pages, and other tools to assure that your day at the market is a success.

Mother Nature

ACTS OF NATURE- Community Markets and Events LLC dba 52 Food Trucks is not responsible or liable for acts of nature. Dangerous conditions such as lightning, extremely strong winds, or reasons out of our control. This includes public health concerns over the recent pandemic that may close the event either temporarily or altogether. No credits or refunds will be given for these types of situations or conditions.

INCLEMENT WEATHER- The Rallies, Markets and Events are rain or shine. No refunds are given as the fees collected are spent in a non-refundable manner such as advertising and permits. The Event Manager will end the market early if the weather becomes dangerous. For markets that are cancelled and do not occur at all, we will extend a \$10 credit to be applied to your next market. **Qualified Credits/Refunds need to be requested by the vendor within 30 days of a cancelled event or they will be forfeited.**

Photos, Videos, and Digital Images

Vendors consent to Community Markets & Events LLC dba 52 Food Trucks right to photograph or video any vendor or vendor booth for the use of advertising or promotion of markets and events. All images taken by or submitted to Community Markets & Events LLC are considered the property of Community Markets & Events LLC dba 52 Food Trucks.

Submission of Licensing and Insurance

All Trucks are required to submit current copies of your State Licensing (Department of Business and Professional Regulation – Department of Hotels and Restaurants or Florida Department of Agriculture) to us prior to reserving your first event. Certificates of Insurance (COI) will be required for all events for Community Markets and Events LLC and the specific venue. Below is the information you will need for the COI for each venue (we include the information for all our market venues should you want to have the COIs issued all at the same time.)

All Events:

Community Markets and Events LLC 10217 Widgeon Way New Port Richey, Florida 34654

Bexley Market on the Lawn:

Bexley Homeowners Association 3434 Colwell Avenue Tampa, Florida 33614

The Pasco Market, Odessa Market at Starkey Park, and Gulf Trace Community Market:

CERTIFICATE HOLDER should have the following listed:

Pasco County Board of County Commissioners

8731 Citizens Drive New Port Richey, FL 34654

DESCRIPTION OF OPERATIONS needs to have the following verbiage:

PASCO COUNTY BOARD OF COUNTY COMMISSIONERS ARE LISTED AS ADDITIONAL INSURED

Canterbury Farms

Canterbury Farms Wholesale Nursery, Inc. 14220 Thornwood Trail Hudson, FL 34669

The Foodie Station

4 & Co Coworking Spaces 2729 State Road 580 Clearwater FL 33761

Brick by Brick Builds, Inc. 2729 State Road 580 Clearwater FL 33761

The Hub at Bexley

Bissett McGrath Properties 2210 S US Highway 301 Tampa, Florida 33619

Center Connect Development 2210 S. US Highway 301 Tampa, Florida 33619

Harley Davidson of New Port Richey Harley Davidson of Wesley Chapel

GULF COAST HARLEY DAVIDSON INC 1306 W Kennedy Blvd

Tampa, FL, 33606

Ridge Road Community Market

Gary L. Blackwell, Trustee of Gary L. Blackwell Trust Agreement dated 8/8/91 Post Office Box 1085 New Port Richey, FL, 34656-1085

A F I R E OF PASCO COUNTY INC 7540 Ridge Road Port Richey, FL, 34668

Pasco Hernando State College Ridge Campus

Pasco-Hernando State College 10230 Ridge Road New Port Richey, FL 34654-2199

The Thirsty Buffalo

Bishop Lucas Enterprises LLC DBA Thirsty Buffalo Brewing Company 16794 Focus Loop Land O Lakes, Florida 34638

RELEASE OF LIABILITY READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the markets and events (hereinafter "Events") organized by Community Markets & Events LLC dba 52 Food Trucks (hereinafter CM&E), included use of the property, facilities, and services secured by CM&E, the undersigned hereby agrees to the following:

AGREEMENT TO FOLLOW DIRECTIONS

I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by CM&E, its employees, representatives, or agents.

ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with participation in markets and events and I assume full responsibility for personal injury and further release and discharge CM&E, its employees, representatives, or agents for injury, loss, or damage arising out of participation or presence at the Events.

INDEMNIFICATION. I agree to indemnify and defend CM&E against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my family, employees, or volunteers use of or presence at the Events.

FEES. I agree to pay for all damages to the facilities, property, or installations at the Events caused by any negligent, reckless, or willful actions by me or my family, employees, or volunteers.

APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.

NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event, any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation that would lead to the construction of either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision,

as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

EMERGENCY CONTACT. In case of an emergency, please call

Name:
Name:Phone:
Relation:
I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights. Furthermore, by filling out the registration form with all information, you (your business/self) agree to the liability.
The undersigned Trucker hereby acknowledges and accepts the terms and conditions within this Vendor Guide and Release of Liability contained herein.
Name of Truck
Authorized Representative
Date