

POWER FOOD PARK Vendor Application & Participation and Liability Release Agreement:

POWER FOOD PARK is a private park open to the public located within the City of Mesa, Arizona.

APPLICATION

Vendor's Full Legal Name: _____

Vendor's Principle Operator's Name: _____

Vendor's Address: _____

Vendor's Email: _____ Vendor's Phone Number: _____

Vendor's Intended Employees' Names: _____

This Application will be reviewed and processed by POWER FOOD PARK. There is no guarantee of acceptance of this Application by POWER FOOD PARK. Once reviewed, and if accepted, Vendor will be notified by POWER FOOD PARK and POWER FOOD PARK will execute the Agreement below.

AGREEMENT

This Agreement is by and between you, the applicant food truck vendor (hereinafter "Vendor"), and any and all business owners and/or managers of POWER FOOD PARK and its park facility, for the Vendor's use of space at POWER FOOD PARK and to participate in the sale of Vendor's goods from its food truck vehicle. This Agreement explicitly DOES NOT guarantee to the Vendor any unenumerated rights, monetary gain(s), or opportunities at POWER FOOD PARK, unless specified herein, nor does this Agreement impose any obligations or duties upon POWER FOOD PARK and its business owners and/or managers other than those specified herein.

WHEREFORE, this Agreement is entered into this _____ day of _____, 20____, by Vendor and the business owners and/or managers of POWER FOOD PARK, and both Vendor and POWER FOOD PARK agree that:

- Vendor must be present and ready to participate in the sale of Vendor's goods from its food truck vehicle at POWER FOOD PARK on the agreed upon specified date and time. POWER FOOD PARK will provide and assign Vendor a space from which to participate in the sale of Vendor's goods from its food truck vehicle.
- Vendor must provide all of its own equipment (i.e., generator(s), tables, chairs, vending displays, equipment, etc.) required to participate in the sale of Vendor's goods from its food truck vehicle. POWER FOOD PARK will provide some seating and space for patrons throughout the park but Vendor is required to have all of its own equipment.
- No electricity or running water is available at POWER FOOD PARK, unless otherwise specified.
- Vendor is responsible for all of its required permits, licenses, and governmental authorizations which may be necessary to participate in the sale of Vendor's goods from its food truck vehicle at the park.
- Vendor must return its assigned space in the same condition as when it arrives. Any damage(s) to the space and its immediate surrounding area, including but not limited to the leaking and/or dumping of ANY refuse and/or material(s), and/or the "staining" of its space from the operation of the food truck vehicle, will be cleaned and remedied by POWER FOOD PARK, using its own cleaning contractor(s) and/or materials, at Vendor's expense.
- Vendor must appear and participate in the sale of Vendor's goods from its food truck vehicle from its assigned space during the park hours, 4:00pm to 10:00pm, however, Vendor herein agrees that POWER FOOD PARK has the right to adjust or change park hours at its sole discretion. The park gate will open for Vendor at or about 2:00pm to enter the park for set-up. Vendor must be "open for business" and participate in the sale of Vendor's goods from its food truck vehicle during ALL park hours, 4:00pm to 10:00pm. No Vendor will be allowed to leave the park prior to the close of the park, and Vendor must receive permission from POWER FOOD PARK to engage any vehicle in or out of the park at any time.
- Vendor must appear and participate in the sale of Vendor's goods from its food truck vehicle rain or shine. This IS Arizona, so we should have lots of sunshine! Vendor herein agrees that POWER FOOD PARK has the right to close the park in the event of extreme weather at its sole discretion.
- Vendor must obey all laws.

POWER FOOD PARK does not control who enters or exits the park. Any security provided by POWER FOOD PARK is for its sole benefit and not for the benefit of Vendor. Vendor herein agrees that it takes all risk of loss or damage(s) to its merchandise, property, and/or equipment associated with its participation in the sale of Vendor's goods from its food truck vehicle. Vendor is responsible to obtain any insurance it desires for the protection of its merchandise, property, and/or equipment associated with its participation in the sale of Vendor's goods from its food truck vehicle. Vendor herein agrees that POWER FOOD PARK is explicitly exempt from any and all responsibility for any lost, stolen, and/or damaged merchandise, property, and/or equipment of Vendor and/or its patrons.

POWER FOOD PARK requires that Vendor must provide proof of its liability insurance coverage prior to entering the park.

POWER FOOD PARK may, at its sole discretion, engage in the use of media and promotional operations at or near the park. As a participant at the park, Vendor herein agrees that:

I hereby give my consent to all photographs, audio recordings, academic work, and/or video recordings taken of me or my staff while entering, exiting, and/or participating in the sale of my goods from my food truck vehicle. I understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of the business owners and/or managers of POWER FOOD PARK and may be used by the business owners and/or managers of POWER FOOD PARK, or others with its consent, for educational, instructional, and/or promotional purposes as determined by the business owners and/or managers of POWER FOOD PARK in broadcast and/or media formats now existing and/or created in the future.

POWER FOOD PARK provides trash receptacles throughout the park. Vendor must participate in the cleaning-up and removal of trash while participating in the sale of Vendor's goods from its food truck vehicle at the park. Vendor will be assigned a designated area around its assigned space which it herein agrees to maintain and keep clean and free of any trash and/or food-related refuse at its own efforts and expense.

POWER FOOD PARK requires payment in full from Vendor within 24 hours of the close of the park. Vendor herein agrees to pay the business owners and/or managers of POWER FOOD PARK _____ percent (____%) of all of Vendor's gross sales while participating in the sale of Vendor's goods from its food truck vehicle at or near the park. Payment must be in the form of cash or certified funds from Vendor—no checks will be accepted.

POWER FOOD PARK and its business owners and/or managers own, maintain, and control the park. Vendor is invited to participate in the sale of Vendor's goods from its food truck vehicle by POWER FOOD PARK after this Application has been approved and upon execution of both parties of this Agreement. Nevertheless, this Agreement DOES NOT provide Vendor with any rights, privileges, or opportunity(s) other than those enumerated herein. This Agreement DOES NOT provide Vendor with the right to assign or transfer any rights, privileges, or opportunity(s) to any other party and/or vendor(s), whether in whole or in part, of this Agreement. NO OTHER VENDOR(S) WILL BE ALLOWED IN THE PARK IN PLACE OF THE VENDOR NAMED IN THIS AGREEMENT.

POWER FOOD PARK reserves the right to require Vendor to pay for any and all damages associated with Vendor as part of its participation in the sale of Vendor's goods from its food truck vehicle while at or near the park. Vendor hereby agrees to indemnify, defend, and/or forever save and hold harmless the business owners and/or managers of POWER FOOD PARK, its affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors, and/or volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the indemnities may suffer, or for any and all claims not closely related to the duties imposed under this Agreement, except to the extent such claims arise from the negligence or willful misconduct of the indemnities. The foregoing indemnification shall survive any termination or expiration of the term of this Agreement. Vendor's indemnification herein also extends to damages, claims, or losses occasioned by the acts of its subcontractor(s) or either Vendor or its agent(s).

POWER FOOD PARK is open for business during its prescribed hours of operation. If Vendor cancels or does not appear and participate in the sale of Vendor's goods from its food truck vehicle, it will be subject to a cancellation fee equal to the average gross sales of other vendors at the park on the agreed upon date.

By Vendor: _____

By POWER FOOD PARK: _____