



COVINGTON MAKERS' MARKET FOOD TRUCK VENDOR AGREEMENT

This Agreement is between **(Vendor)** _____ and the Covington Chamber of Commerce specified below for the **(Event)** specified below.

Name of the Event: Covington Makers' Market

Location: Real Life Church 26201 180th Ave SE, Covington, WA 98042

Date of the Event: October 7, 2023

Scheduled Event Time: 11 am – 4 pm

To be completed by Food Truck Vendor:

Vendor's Name: _____

Name of Food Truck: _____

Address: _____

Phone Number: _____

Email Address: _____

Time to provide services on event date: _____ to _____

Power Requested: Yes / No (not guaranteed)

- 1. VENDOR WILL BE PRESENT AND FULLY OPERATIONAL AT THE EVENT ON THE DATE(S) INDICATED ABOVE.** Vendor will be provided a space from which to sell their food and/or beverages from their food truck. Vendor is responsible for securing all required permits and licenses.
- 2. VENDOR WILL:**
 - a. Provide all food and/or beverages and staff.
 - b. Provide services at times stated above on the date of the event.
 - c. Follow all local, state and federal laws and regulations.
 - d. Work from the space they are assigned.

- e. Provide quality food and/or beverages and a food truck that is staffed by clean, professional and courteous personnel.
 - f. Plastic food gloves shall be used by Vendor personnel. No contact with money shall be allowed by people handling food.
 - g. Appropriate fire extinguisher equipment must be inside the truck and readily accessible during the event.
3. **OPERATIONS AND DAMAGES.** Vendor is fully responsible for ensuring that their assigned space at the event is left in the same condition at the event as when they arrived. Any damage to the event location caused by Vendor or Vendor's employees or agents will be fully remedied at Vendor's expense.
 4. **LICENSING.** Vendor is expected to comply with all local, county and state rules and regulations applicable to the sale of food and beverages and shall cooperate and comply with all health inspectors and their agents. Copies of licensing shall be provided to the Covington Chamber of Commerce at least 15 days prior to the event.
 5. **WEATHER POLICY.** The event will operate rain or shine. However, the event may be canceled due to inclement weather as determined at the Covington Chamber of Commerce's sole and absolute discretion. Notification of cancellation will be provided by the Chamber. The event may or may not be rescheduled for a later date.
 6. **SECURITY:** Vendor assumes all risk of loss or damage to merchandise or other property, regardless of cause. The Covington Chamber of Commerce is not responsible for property that is lost, stolen or damaged.
 7. **MEDIA RELEASE:** By signing this Food Truck Vendor Agreement and by participating in the event, you agree to the following statement: I hereby give my consent to all photographs, audio recordings and/or video recordings that are the property of the Covington Chamber of Commerce and may be used by the Covington Chamber of Commerce and/or the City of Covington, or others with their consent, for educational, instructional or promotional purposes in broadcast and media formats now existing or created in the future.
 8. **INDEMNIFICATION:** VENDOR SHALL INDEMNIFY, DEFEND AND HOLD THE COVINGTON CHAMBER OF COMMERCE HARMLESS OF THE ASSIGNED SPACE AND PARTICIPATION IN THE EVENT.
 9. **INSURANCE:** At least 7 days prior to the Event, Vendor will deliver to the Covington Chamber of Commerce current certificates of insurance (and original additional insured endorsements with respect to the insurance described in clause (ii) below, which evidence that Vendor is carrying (i) workers' compensation insurance in statutory amounts, (ii) a

commercial general liability insurance policy in an amount of at least \$1,000,000 per occurrence; and (iii) automobile liability insurance covering all owned, non-owned and hired vehicles in an amount of at least \$1,000,000 per accident. The insurance policy described in above clause (ii) shall be endorsed to name the Covington Chamber of Commerce, its officers, employees and agents as additional insureds. The insurance company shall have an A rating or better. The Covington Chamber of Commerce shall be notified of any changes to the insurance coverage and any such changes must meet the requirements stated herein.

10. THE CHAMBER SHALL PROVIDE AN ASSIGNED SPACE AT THE EVENT. If power is requested at least 15 days prior to the Event, the Covington Chamber of Commerce will try to provide a power source, but this is not our venue, so power is not guaranteed. The Covington Chamber of Commerce shall not be required to provide any additional services other than those provided in this section.

11. The Covington Chamber of Commerce may require Vendor to leave the event prior to its completion for failure to follow any of the above terms and conditions.

12. At the time the Covington Chamber of Commerce approves a Vendor's participation, a \$50.00 refundable deposit must be made. If Vendor participates in the event as agreed, the refundable deposit will be made the week following the event.

The undersigned has read and agrees with the terms and conditions of this Agreement and certifies that it is authorized to sign on behalf of and bind the Vendor.

Vendor Signature: _____

Printed Name: _____

Date Signed: _____