

**Town of Matthews - Food Truck Fridays**  
**2019 Food Truck Application**

*To be considered as a vendor at the Town of Matthews Food Truck Fridays, please complete and sign this application and the Indemnity Agreement on Page 2. When the application, indemnity agreement, available dates, COI, permit/license, and latest Health Department inspection have been returned to the Parks & Rec office, we will assign trucks to each week and notify everyone as quickly as possible. Thank you for joining us in Matthews – we look forward to having you!*

**EVENT GUIDELINES**

- Truck selections will be made on the basis of your provided menu and availability.
- \$75 truck fee (cash or check made out to Town of Matthews) is required upon load-in at each event, to be given to Parks & Rec staff on site.
- Set-up must be complete by 4:30pm on event day. Space assignments will be completed by Parks & Rec staff, based on generator loudness and length of truck/trailer.
- Trucks should serve from 5pm-9pm.
- Trucks should be self-contained for water, electricity, lighting, etc. There will be park, stage, and street lighting only at the rally.
- Please, no flyers or strolling promotion in the park during the rally.
- In the event of inclement weather, every effort will be made to continue the rally, possibly with a reduced number of trucks. For a total washout prediction, staff will notify trucks of cancellation by 3pm on event day.
- Trucks must post prices conspicuously and legibly.
- Sale of alcohol from trucks is prohibited.
- All food items must be stored appropriately, inside the truck. Please do not pour grease or other contaminants on the grounds.
- Trucks should provide hand washing materials, and trash container and liners.

I agree to the Guidelines set forth in this application, and attest to the validity and authenticity of the information contained herein.

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

FOOD TRUCK NAME: \_\_\_\_\_  
 CONTACT NAME: \_\_\_\_\_  
 BUSINESS ADDRESS: \_\_\_\_\_  
 CITY: \_\_\_\_\_  
 STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_  
 WEBSITE: \_\_\_\_\_  
 BUS. PHONE: \_\_\_\_\_  
 EVENT DAY/CELL PHONE: \_\_\_\_\_  
 TRUCK \_\_\_\_\_ or TRAILER \_\_\_\_\_ FULL length of truck or trailer (including hitch and all attachments) (feet): \_\_\_\_\_  
 Type of plug from truck into generator? (50-amp/four prong, 30-amp twist, etc): \_\_\_\_\_  
 Would you consider your generator to be: QUIET \_\_\_\_\_ SOMEWHAT LOUD \_\_\_\_\_ VERY LOUD \_\_\_\_\_  
 Realizing that menus can change somewhat with new offerings and fresh ingredient availability, what will your TYPICAL menu consist of at the Matthews rallies?  
 \_\_\_\_\_

Please select the dates (X) that you are available to attend the Town of Matthews Food Truck Fridays. Once we have assigned trucks, staff will notify all trucks as to the weekly lineups.

_____ April 12	_____ June 14	_____ Aug 9
_____ April 26	_____ June 28	_____ Aug 23
<u>No Rally</u> <del>May 10</del> (BeachFest)	_____ July 12	_____ Sept 13
_____ May 24	_____ July 26	_____ Sept 27

Please return:

- \_\_\_\_\_ Signed Application (Page 1)
- \_\_\_\_\_ Signed Indemnity Agreement (Page 2)
- \_\_\_\_\_ A copy of your truck's business license/permit
- \_\_\_\_\_ A copy of your most recent Health Dept inspection
- \_\_\_\_\_ A COI, listing the Town of Matthews (232 Matthews Station St. Matthews NC 28105) as additional insured

To: Email: ahoward@matthewsnc.gov Or mail to: Amanda Howard, Town of Matthews Parks & Rec, 100 McDowell St. Matthews NC 28105.  
 Direct line: 704-814-0225 Fax: 704-321-3462

## Food Vendor Indemnity Agreement

Agreement of Indemnification dated this 1<sup>st</sup> day of January 2019, between \_\_\_\_\_ (hereinafter "Food Vendor") and the Town of Matthews.

For Event: Matthews Food Truck Fridays

Event Date/Time: April-September, 2019, 5-9PM

For value received, \_\_\_\_\_ shall agree to indemnify and save harmless The Town of Matthews, its agents, volunteers, elected officials and employees from any claim, action, liability, loss, damage or suit arising from an accident or other occurrence in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from Food Vendor's operations, products or services at Town of Matthews events.

This waiver and release shall inure to the benefit of the Town of Matthews and shall bind Food Vendor along with its employees, heirs, legal representatives, assigns and successors in interest of the Food Vendor and of any member thereof.

Where any claim is asserted, The Town of Matthews shall provide Food Vendor with reasonably timely notice of same in writing. Thereafter, Food Vendor shall at its own expense defend, protect and save harmless The Town of Matthews against said claim or any loss or liability resulting therefrom. Food Vendor agrees to pay all reasonable attorneys' fees necessary to enforce said indemnification.

Should Food Vendor fail to so defend and/or indemnify and save harmless, then, in such case, The Town of Matthews shall have full rights to defend, pay or settle said claim on their own behalf without notice to Food Vendor for all fees, costs, and payments made or agreed to be paid to discharge said claim.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Food Vendor agrees to provide a Certificate of Insurance (COI), with limits of \$1 million per occurrence/\$2 million aggregate for general liability insurance. The COI must name the Town of Matthews, 232 Matthews Station Street, Matthews NC 28105 as additional insured. The following verbiage must be included with additional insured notation:

*"Town of Matthews, its agents, volunteers, elected officials and employees are named as additional insureds as it relates to General Liability coverage, Completed Operations and Auto Liability. The additional insured coverage for Town of Matthews applies on a primary and non-contributory basis. Waiver of subrogation is granted in favor of Town of Matthews as it relates to General Liability, Auto Liability and Workers Compensation."*

Food Vendor Company Name: \_\_\_\_\_

Food Vendor Address: \_\_\_\_\_

Authorized Printed Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Town of Matthews: Parks, Recreation, & Cultural Resource Department  
100 McDowell Street  
Matthews, NC 28105

Authorized Contact: Lee Anne Moore, Special Events Manager

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

COI provided: \_\_\_\_\_ (ToM initial)

Food Vendor approved: \_\_\_\_\_ (ToM initial)