



Downtown Food Truck Market vendor TERMS AND CONDITIONS

In downtown Providence, Greater Kennedy Plaza is in the midst of an exciting transformation into a vibrant and active city center. This is happening in tandem through a series of weekly programmed events and by offering the community affordable food options. We encourage you to take advantage of this initiative and participate! To do so, you must agree, adhere to and **initial** each of the following Terms:

1. Approved food vendors are allowed to vend on the Washington Street sidewalk along Burnside Park DURING THEIR ASSIGNED SHIFT ONLY, unless there is a festival, special scheduled event, or Farmers Market occurring. Approved trucks will receive a Downtown Food Truck Market PERMIT that must be clearly displayed during service. In some cases, you may be allowed to apply directly to the festival or special event in order to participate. The conditions set by those event organizers shall rule and must be abided - including placement and event fees. Initials: _____
2. Any vendor who has not paid their monthly fee **AS CALCULATED BY ADDING \$15 MONTHLY BASE FEE PLUS A FEE FOR EACH ASSIGNED SHIFT** by the third day of the month, may be evicted. This can be avoided by pre-paying for the application period. Initials: _____
3. The vendor fee goes towards a marketing fund and is calculated by month, not considered a daily rate. Therefore, you may not receive a refund, or partial refund, for any inclement weather days, or special event days that preclude you from vending. Initials: _____
4. Our programs aim to create activity on the Plaza throughout the week. If there are days a Vendor cannot commit to being present on a given day of the week – **the Vendor MUST notify Food Truck Market Management in a timely fashion.** Email: PVDfoodtrucks@KennedyPlaza.org or call (401) 521-8800 ext 101. Initials: _____
5. Vendors are required to arrive **no earlier than 30 minutes prior** to shift start time and exit the premises **no later than 30 minutes** after end of shift. If a Vendor does not consistently open and operate as described in these terms, then the approval of the application may be revoked and the booth space given to another Vendor. Initials: _____
6. All business or other activity, for which Vendor has rented space, must be conducted within the **designated 10'x26' space**. Any and all vehicles that are not integral to food service are **not permitted**. It is the vendor's responsibility to find appropriate parking. Cart vendors are prohibited from parking vehicles on the walkway. Initials: _____
7. Vendors may only set up and vend in an area assigned to them and the Downtown Providence Parks Conservancy staff may change assigned space as necessary. Initials: _____
8. All Vendors' booths, signage, and banners must have a professional look and presentation. Vendor must display the DPPC Approved Vendor sign prominently for Park Rangers to be able to see. Initials: _____
9. Vendors must have all necessary and current licenses available for viewing at the time of vending. Initials: _____
10. A food safe certified staff member must be on site at all times. Initials: _____
11. The sale of and/or consumption of alcoholic beverages of any kind is strictly prohibited. Initials: _____
12. The sale of non-food merchandise is prohibited. Initials: _____
13. Food vendors must post prices in a legible manner and in a visible space inside the booth. Initials: _____
14. We reserve the right to rescind granted permission if actual menu served varies from menu proposed in application. Initials: _____



15. Vendors must provide trash receptacles for waste generated by their booth and remove all operational waste from the premises upon departure. IMPROPER TRASH DISPOSAL IS GROUNDS FOR EXCLUSION FROM PARTICIPATION IN FUTURE EVENTS. Initials: _____
16. Music or other noise must not be audible beyond point of service or vehicle. Yelling and the use of profanities are strictly prohibited. Initials: _____
17. Use of generator permitted on trial basis. If generator does not comply with noise ordinances, or becomes excessively loud (as judged by management) best efforts shall be made by both parties to remedy situation. Initials: _____
18. Food Trucks are subject to SPOT CHECKS at any time and can receive demerit points that can affect eligibility for selection of shifts. Food Trucks will receive notification of demerits within one week of spot check and given the opportunity to remedy. Initials: _____
19. Vendors must have liability insurance of at least One Million Dollars (\$1,000,000.00), with terms acceptable to Greater Kennedy Plaza, and naming the DPPC, The Providence Foundation, and the City of Providence, as additional insureds. A certificate of insurance must be presented to the DPPC/Greater Kennedy Plaza within five (5) business days after a Vendor is notified of the acceptance of its application, and in all events prior to such Vendor beginning vending activities. Initials: _____
20. Greater Kennedy Plaza reserves the right to revoke Downtown Food Truck Market Food Vendor Permit at any time. Initials: _____

ADDITIONAL TERMS AND CONDITIONS FOR FOOD VENDORS

- a. All food items must be stored inside the allotted space, covered and off the ground.
- b. Name of Certified Food Manager must be visibly posted.
- c. If vendor operation generates grease, vendor must provide and place a suitable covering (such as cardboard) below the area the grease is generated to guard against stains on brickwork and/or concrete.
- d. NO FOOD IS ALLOWED TO BE COOKED, PROCESSED, OR STORED AT HOME.
- e. NON-LATEX, SINGLE USE GLOVES OR SUITABLE SUBSTITUTE (UTENSILS, SPATULAS, TONGS, DELI TISSUE) REQUIRED FOR READY-TO-EAT FOOD HANDLING.
- f. If grilling, a fire extinguisher must be present at the vendor's area at all times.
- g. Vendors may not provide or allow seating for customers or associates in the vending area or anywhere on the Washington Street walkway, with the exception of one seat per certified staff member for food carts, not to exceed 2 seats in any case without exception.

ACKNOWLEDGMENT OF TERMS

I hereby warrant and confirm that the above information is, to the best of my knowledge, true and correct, and further certify that I have read all of the information provided in this application and agree with and will abide by the Terms & Conditions provided. I understand that submission of this application does not guarantee a space.

I agree to indemnify, defend, and hold harmless Greater Kennedy Plaza, The Providence Foundation and the City of Providence, its officers, directors, volunteers, officials, employees, and agents from and against any and all liabilities, claims, suits, and causes of action of whatever nature or type (including but not limited to causes of action based upon tort, strict liability or otherwise), and all attorney fees, costs, and expenses incidental thereto, which may arise or in any way be connected directly or indirectly, with my participation in vending in Greater Kennedy Plaza. This indemnification is absolute, personal to me, and is not limited by the insurance coverage which the Vendor may have in place. Vendor understands that Greater Kennedy Plaza, The Providence Foundation and the City of Providence is under no obligation to provide insurance to cover the Vendor for loss from any cause to any of Vendor's property. By signing, the Vendor agrees to hold Greater Kennedy Plaza, The Providence Foundation and the City of Providence harmless for any liability or loss whatsoever.

Vendor Signature _____ Date _____