



New Food Vendor Application

NEW FOOD TRUCK APPLICATION April 1, 2018 through September 30, 2018

Thank you for your interest in vending at the Downtown Food Truck Market,

Food Trucks are a vital part of Greater Kennedy Plaza!

Only vendors who have submitted completed applications, have proper licensing, agree to Terms and Conditions, and have been approved in advance, may vend in Greater Kennedy Plaza. Applications will be accepted on a rolling basis through this period.

**APPLICATION + SCHEDULE MUST BE APPROVED BY THE DPPC BEFORE VENDING STARTS.
VIOLATION OF THIS POLICY WILL RESULT IN DISQUALIFICATION FOR VENDING.**

NEW APPLICANT INFORMATION (* indicates required information)

FOOD TRUCK NAME*:

D/B/A if different:

Business Owner's Name*:

Mailing Address*:

City*:

State*:

ZIP*:

Cell Phone*:

Email* (receipts for payments are emailed):

Facebook page:

Twitter handle:

Instagram page:

***Please notify DPPC of any changes within 1 week.**

****WE MUST HAVE THE CURRENT CELL PHONE # TO REACH TRUCK.**

*EQUIPMENT

Type: Truck ___ Trailer ___ Cart ___ Stand ___ (table___tent___) Other _____

Exterior dimensions (L x W x H) of largest piece of equipment: _____' x _____' x _____'

Vendors proposing Trucks/equipment that have not previously been at the Downtown Food Truck Market must submit equipment photos/drawings (JPG or PDF files only).

If significant changes are made, vendor must provide updated photos within one week.

PERIOD STARTS March 1st (unless otherwise arranged and approved by DPPC),
new applications accepted on a rolling basis.



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YOUR PREFERRED VENDING SCHEDULE

Please only mark days that you can be in the Plaza. Choose as many shifts as you desire - **HOWEVER - Indicating Preferred schedule DOES NOT GUARANTEE THAT SHIFT – DO NOT VEND in Greater Kennedy Plaza until receiving CONFIRMATION of accepted and approved application and schedule.**

SCHEDULE & FEES: A Monthly Spring/Summer fee of \$25.00 plus a fee for each assigned shift will be your monthly total bill. Applications for new vendors should also add a \$20.00 processing fee.

Check all shifts of interest	MON*	TUES	WED	THURS	FRI	SAT*	SUN*
Lunch is 11AM-2PM		fee: \$25/ month	fee: \$25/ month	fee: \$25/ month	fee: \$25/ month		
		\$15/ day	\$15/day	\$15/day	\$15/day		

*Not currently permitting for these times - for informational and planning purposes only.

FEE INFORMATION

During the period of **April 1, 2018 thru September 30, 2018*** (*except where pro-rated by arrangement) food trucks with an approved application are granted permission to vend at the Downtown Food Truck Market along Washington Street in Greater Kennedy Plaza **for their approved shifts only** – and except where noted in **Terms and Conditions**, and as long as **Terms and Conditions** are met.

Each approved food truck applicant must pay a mandatory monthly fee of \$25.00 in addition to paying for each assigned shift (note fee schedule). **All fees are non-refundable.**

Example: *Food Truck A* applies to vend during the Monday lunch shift and Tuesday lunch shift (\$15.00 ea. shift). *Food Truck A* is confirmed that they will vend during these two shifts and are therefore required to pay a monthly BASE fee of \$25.00 **and** a monthly SHIFT fee of \$30.00.

For new food trucks, a \$20 processing fee is additionally required. *Food Truck A's* fee for the month is \$75.00.



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LICENSE INFORMATION Include numbers here as well as an **attached photocopy** of each permit.

- RI Sales Tax Permit number: _____
- Providence Peddler's License number: _____ Expiration date: _____
- RI Mobile Food Service License number: _____
- Proof of Insurance/Company _____ Expiration date: _____

YOUR MENU

Priority will be given to applicants whose menus incorporate fresh and healthy options, particularly from local sources and menus that do not duplicate other vendors.

* Please list every menu item you will be selling. Attach an additional page if necessary.

FOOD SERVICE EXPERIENCE OF APPLICANT AND KEY STAFF (<300 words MAX)

INCLUDE A PHOTO OF YOUR TRUCK OR CART!

*APPLICATION SUBMISSION

Make a copy for your records and return all pages of your completed permit along with new vendor payment to:
Downtown Food Truck Market c/o The Providence Foundation
30 Exchange Street, 4th Floor/ Providence RI, 02903

phone 401.521.8800 ext. 101 | PVDfoodtrucks@kennedyplaza.org

Monthly and Pre-payments should be made payable to: The DPPC c/o The Providence Foundation

Please note Vendor name and payment months in memo area

Note: for your first month only, you will be notified of the shift(s) you are assigned and a separate payment can be sent for the base and shift fee(s).



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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 \$10 MONTHLY BASE FEE PLUS A FEE FOR EACH ASSIGNED SHIFT ACCEPTED** 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 the area designated as necessary. Initials: _____
8. All Vendors' booths, signage, and banners must have a professional look and presentation. 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. A full staff list must be provided in this application. 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: _____



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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 anytime. 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. No music or other loud noise audible beyond the limits of assigned vending area.
- h. 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.



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The Providence Foundation: Vendor/Contractor – Insurance Requirements

Deliver Certificate of Insurance (COI) before commencement of any Services, and before any policy expiration dates.

1. **Commercial General Liability (including products and completed operations and contractual liability):**

OR

\$1,000,000 per occurrence
\$2,000,000 general aggregate

\$1,000,000 per occurrence
\$1,000,000 general aggregate
\$1,000,000 umbrella

This policy shall be primary and non-contributing in favor of the Additional Insured (AI)
This policy shall include Waiver of Subrogation (Transfer of Rights of Recovery) in favor of the AI.

2. **Commercial Auto Liability:**

\$1,000,000 combined single limit for bodily injury, death or property damage per occurrence

3. **Worker's Compensation:** statutory limits

Employer's Liability: \$100,000 each accident; \$500,000 disease-policy limit; \$100,000 disease-each employee

4. **Additional Insured (AI):**

The Providence Foundation dba Downtown Providence Parks Conservancy its respective directors, officers, employees and any other associated or affiliated entity; and the Greater Kennedy Plaza @ Burnside Park are additional insureds as their interests may appear

5. **Certificate Holder:**

The Providence Foundation, 30 Exchange Terrace, Providence RI 02903-1748

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 _____