

Beauty After Bruises | Party in the Park | Food Truck Vendor



Accepted Event Details

1. Event opens to the public at 11:00 a.m. both days.
 - Truck vendors must be set up and in place at that time.
 - There will be MANY individuals attempting to unload items in an area with limited parking.
 - We will be ready to begin setup at 7:00 a.m. Saturday.
 - Please plan ahead and be patient!
2. We will do all that we can to limit competition with one another to insure that your business is frequented by all who attend and prefer the type of food & drink you offer. We would LOVE to see you sell out of food!
3. Food Truck space rental fee is 20% of the Gross Sales over 2 days.
 - There is a \$100 deposit to hold YOUR space and confirm your commitment to attendance.
 - Each exclusive space is rented on a first come- first served basis.
 - The \$100.00 deposit will be deducted from the total due.
4. It is understood that the Party in the Park is a charity fundraiser with all funds being donated to Beauty After Bruises.
 - ONCE YOUR SPACE IS APPROVED, your agreement is acknowledged by an Event Coordinator and returned to your email, any funds paid are considered a donation and are there after non-refundable.

5. Spaces are considered "sold" upon receipt of funds and acknowledgement of event details.
 - If your application is selected you will be notified.
 - At that time you will be given details on making your online payment via debit or credit card using a special link and code,
 - OR you can mail your check or money order to the address we will provide.
6. Due to the exclusivity we offer our food vendors, the food items you agree to vend are nearly exclusive to you and there will be little to no crossover.
 - The public is expecting certain types of food will be made available.
 - Therefore, should you discover that you MUST cancel your agreement, please note the two following assessments that will become applicable:
 - We must be informed no less than 2 weeks prior to the event of your intent to cancel.
 - Should you cancel PRIOR to the June 1st and we cannot find a suitable replacement for your "type" of food offering, you will be assessed an additional \$100, payable by June 15th, to enable us to create a suitable food replacement in some fashion of our own.
 - As you know, finding food trucks of any quality on short notice is risky if not impossible.
 - Should you elect to cancel after June 1st or not appear at all without informing us, you may be assessed an additional \$300 to \$400.
 - Fee will be determined by Beauty After Bruises' Board members and will be based on costs incurred in the effort to create a suitable replacement for your lost goods.
 - It will be payable immediately upon notification of the determined amount.
 - This is NOT a "Food Truck" event, and we do not have multiple vendors to replace the goods you fail to provide and a considerable loss could be created by your elective lack of attendance.
7. Food Vendors must arrive before 9:30 and complete their set up before Public opening at 11:00 or forfeit their non-refundable space.
8. Food truck vendors understand that there may be a few small vendors of drinks or other notions located throughout the park (ex: lemonade stand, cupcake vendor, etc.).
 - These vendors are also limited in what they are prohibited to market and very little, if any, competition will be created.
9. You are strongly encouraged to share the event with their customers and Facebook friends.
 - We are each responsible for developing foot traffic as responsible members of our community.

10. Please be respectful of the onsite dumpster.
 - If it is nearing or beyond full when you are leaving, PLEASE take your garbage to your own private dumpster!
 - We cannot pay additional fees due to overuse. The dumpster WILL be monitored and video-graphed.
 - You will be fined \$200 for placing garbage outside the dumpster.
11. Any damage to the property is to be promptly reported to an event coordinator on site. If the damage was caused by you, you may be required to repair it.
 - This includes ruts in the lawn, etc.
12. This event will be held rain or shine.

Additional Notes

Breakfast: Additional note regarding breakfast offering to vendors / sponsors:

- You are welcome to arrive early any time after 7:00 a.m. and set up breakfast and coffee if you choose to do so for vendor, sponsors, volunteers, etc.
- There is NO requirement to do so. You may begin sales at any time after 7:00 a.m. that you choose.
- If you are set up early and want to open for VENDORS to have coffee, etc., you may do so.

Park Hours:

- Event will be open through 8:00 p.m. on Saturday, June 27th, and 5:00 p.m. on Sunday, June 28th.
- You may not close your truck until 7:30 p.m. and 4:30 p.m. respectively on each day.
- You are encouraged to stay open until the closing hour, however if you discover the foot traffic is waning, you can begin closing down 30 minutes prior to event closure.
- Sunday tear down is any time AFTER 4:30 p.m. but by 6:30 p.m

Food Truck Agreement

1. This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and other regulations. Both parties agree to cooperate fully to ensure the compliance with said laws.
2. Vendor agrees to pay the vendor fee above.
3. Vendor agrees to sell the items described above.

4. Vendor agrees to obtain, at its expense, all permits applicable and submit copies with this Agreement.
 - If Vendor intends to sell alcoholic beverages, Vendor agrees to obtain, at its expense, all required permits and/or licenses for off-premises alcohol sales from the Pennsylvania Liquor Control Board and any other applicable authorities to lawfully sell alcohol at the Event.
 - **Vendor agrees to obtain and provide The Foundation for Enhancing Communities (TFEC) a copy of the necessary municipality Mercantile License and/or Health License**
5. Vendor agrees to provide copies of any necessary and applicable Certificates of Insurance to TFEC.
 - The Certificate shall list The Foundation for Enhancing Communities (TFEC) as an additional insured. Vendor shall indemnify TFEC, its agents, employees, volunteers, affiliates, and subsidiaries for any claims of damages or injuries arising from the Vendor's operations at or products sold at the Event.
6. Vendor agrees to pay for any damage to the function space that occurs while Vendor is using the space, but shall not be liable for any damages it can prove were caused by persons other than Vendor.
7. The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, including but not limited to acts of God, war, terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities, to the extent that such circumstances make it illegal or impossible to perform. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party including the basis for termination as soon as possible, not longer than ten days following the learning of such a basis.
8. Amendment of this Agreement including changes, additions, or deletions shall not be permitted or considered agreed to unless such modifications have been approved by both parties as denoted by initialing each amendment. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing.
9. This document and any attachments hereto contains the entire agreement between the parties and supersedes any and all prior agreements, understandings, representations, and statements between the parties, oral or written.