

AGREEMENT

Transfer Beach Food Truck Vendor Agreement

THIS AGREEMENT made this _____ day of _____, 2023.

BY AND BETWEEN: LADYSMITH CHAMBER OF COMMERCE

33 Roberts Street
Ladysmith, BC, V9G 1A4

(hereinafter called "the Chamber")

OF THE FIRST PART

AND:

_____ (Vendor Name)

_____ (Address)

_____ (Phone Number)

_____ (Email)

(hereinafter called "the Vendor")

OF THE SECOND PART

THIS AGREEMENT WITNESSETH and it is agreed between the parties hereto as follows:

- The Town of Ladysmith is the registered owner of those lands and premises having an address of Transfer Beach Park, Lot 2, Plan VIP 66352 Ladysmith British Columbia (the "Premises").
 - The Chamber has been granted a permit by the Town of Ladysmith to operate the Premises as shown in Schedule A for the purpose of providing a Food Truck Program.
 - The Vendor wishes to be granted a permit to operate a Food Truck within the Food Truck Concession Program operated by the Chamber.
 - NOW THEREFORE in consideration of the rents, covenants and conditions set out below, the parties agree as follows:
1. **Program Overview:** The Chamber has entered into a contract with the Town of Ladysmith to offer a Food Truck Concession Program at Transfer Beach from May to September 2023. Two concession pads with electric and water connections will be available on a daily basis starting May 20, 2023 and concluding September 04, 2023 (or longer if mutually agreed by the Chamber and Vendors). The Chamber invites prospective vendors to review this information package and to submit an Application package if interested in participating in this exciting opportunity.
 2. **Hours of Operation:** Recognizing that consistency of service is important to the success of the program the Vendor will be asked to provide Food Truck Concession services on their scheduled days minimally from 11 am to 7 pm. Hours may be extended at the vendor's discretion. **The Chamber**, in consultation with the Vendor, may reduce (or cancel) service for the day due to inclement weather.

3. **Connections:** Each serviced pad has an electrical connection (15, 30 and 50 amp available) and water connection. Generators will not be allowed unless there is an interruption in the power supply or is required for some other reason. No sewage services are available and grey water must be removed with the Mobile Concession at end of day.
4. **Fees:** The Vendor will be charged a rental fee of \$20/day plus an additional \$5/day for electrical hookup. Vendors will be billed at the end of each month for all scheduled time slots in said month. Fees will be due upon receipt of invoice.
5. **Cancellation:** If the Vendor is unable to attend on a scheduled day, they must contact the Chamber as soon as possible and with a minimum of 24 hours notice. If the Chamber is able to find a replacement vendor the rental fee will be refunded. If no replacement vendor can be found than the fee will not be refunded. On the rare occasion that the Food Truck Concession is cancelled due to inclement weather (or for any other reason) the Vendor will not be charged for that day. **Please note that Vendors should not organize their own replacement without consent from the Chamber.**

The Town of Ladysmith has reserved the right to grant permission to organizations to use other areas in the park and to utilize their own food services for charitable or private purposes. The Chamber will be responsible for reaching out to these groups to determine how the Food Truck Concession will interface with these organizations. Options include: (i) the Mobile Food Service program will provide the food service for the organization/group (i.e. Mobile Food Service will operate on a normal basis), (ii) the Mobile Food Service program will operate in conjunction with the organizations services (i.e. Mobile Food Service will operate on a normal basis but another Food Service entity may be operating in another area of the park.

6. **Placement:** Mobile Food Concessions will be placed in one of the two locations indicated on the map attached as Schedule A. The Vendor should assist other vendors in locating an appropriate stall and getting in and out of stalls safely. The Vendor may arrive and begin setup by 9:00 am and should be in place and ready to provide service by at least 11:00 am. The Vendor will remove all vehicles, garbage bins, structures etc. at end of day.
7. **Permits and Licenses:** The Vendor agrees to obtain and display any, and all permits, licenses, and/or authorizations as may be required by government agencies including but not limited to a VIHA "Permit to Operate" for mobile food vendors and a Ladysmith or Inter-Community Business License.
8. **Sanitation:** Area surrounding Food Truck Concessions must be kept clean at all times by the Vendor. The Vendor will provide their own trash containers and empty them periodically throughout the day as needed and at the end of the day. Consumer trash may be disposed in the dumpster located in the north parking lot. Please note that food waste from meal preparation should not be disposed in the dumpster as it creates problems with wasps and vermin. Similarly recyclable items should also not be disposed in the dumpsters. Please remove all food waste and recyclable items from the park and dispose offsite in an appropriate facility. As mentioned previously, no sewage services are available and all grey water and other by-products of the meal preparation process (i.e. grease, food scraps etc.) that might attract pests must be removed from the Concession and Park and disposed at an appropriate off-site facility.

9. **Signage:** The Vendor will limit all signage to that affixed to their vehicle. Any additional signage must be approved by the Chamber. Signage for the Food Truck Concession will be prepared by the Chamber and placed at or near the entrance to Transfer Beach Park. Such location to be negotiated between the Chamber and the Town of Ladysmith.
10. **Insurance:** The Chamber and the Town of Ladysmith assumes **no responsibility** for loss or damage to the Vendor, its property, employees or guests. The Vendor shall at its sole expense provide **Property & Liability Insurance**. A Certificate of Insurance naming the Chamber and the Town of Ladysmith as “additional insured” **must be received at the signing of this agreement**. Liability coverage must be for the minimum amount of \$2,000,000.00.
11. **Fire & First Aid:** Each Food Truck must have an approved fire extinguisher and first aid kit in the truck at all times.
12. **Alcohol:** No alcoholic beverages may be sold, served, or consumed while on the premises/grounds of Transfer Beach.
13. **Staff:** Smoking is not allowed in the food preparation or service areas. Staff must be neat and clean, preferably in recognizable clothing, i.e. matching t-shirts or jackets.
14. **Menu:** The Vendor will provide a full menu and prices to the Chamber for approval and will not alter such menu or prices without authorization from the Chamber. The Chamber reserves the right to exclude a menu item for the Vendor based on similarity to a previously approved vendor’s menu offering or for any other reason it deems appropriate. The Transfer Beach Food Truck has been designed to feature one “Kitchen” trucks and one “Desert” truck on a daily basis. “Kitchen” trucks will refrain from selling snack or dessert-style menu items. Similarly, “Desert” trucks will refrain from selling full meal-style menu items. The Chamber will adjudicate any disagreements between vendors over menu items and the decision of the Chamber will be final.
15. **Spirit of Cooperation:** The Mobile Food Concession is a relatively new service provided by the Chamber and its participating vendors. We encourage and hope for a spirit of cooperation and flexibility between the Chamber, the Vendor and other participating vendors as we continue to work out the details of this program and find best practises that will make this proposition successful, profitable, fair and enjoyable for all.
16. **Code of Conduct:** The primary purpose of this Code of Conduct is to ensure that the Transfer Beach Mobile Food Concession is enjoyable and safe for all participating Vendors and the public. In establishing polished and professional operating procedures we will build a strong reputation, and customer base that will maximize our potential profits while providing a valued and popular addition to beautiful Transfer Beach Park.

As a Vendor in the Transfer Beach Mobile Food Concession, I/we will:

1. Ensure that me and my staff conduct ourselves in a courteous and respectful manner towards our patrons, other participating vendors, Chamber and Ladysmith Parks & Recreation representatives, and other park users.
2. Work collaboratively with the Chamber and other vendors to make the Mobile Food Concession a successful and profitable venture for all.

3. Refrain from any behaviour that interferes with the working/selling opportunities of other vendors.
4. Refrain from using language which is offensive, threatening or intimidating to others.
5. Not participate in the Mobile Food Concession under the influence of alcohol or non-prescription drugs.
6. Operate vehicles or equipment in a safe and responsible manner.
7. Respect and adhere to the Guidelines and Regulations as set out by the Ladysmith Chamber of Commerce in this document.

Report of failure to comply with any component of this Code of Conduct or the Guidelines and Regulations will be investigated by the Chamber. Violations of the Code of Conduct or the Guidelines and Regulations as set out in this contract will result in the Chamber taking disciplinary action appropriate to the severity of the violation. Such actions may include verbal and written warnings and/or suspension or expulsion from the Mobile Food Concession program.

17. RELEASE AND INDEMNIFICATION

In consideration of the Vendor's acceptance to this contract /agreement, the Vendor hereby voluntarily assumes responsibility for, and releases, waives, acquits, and forever the Chamber and Town of Ladysmith and their respective boards of directors, council, officers, agents, employees, members, sponsors, contributors, and volunteers (collectively, the "Releasees"), of and from, and agrees not to sue the Releasees on account of any and all liability, demands, losses, claims, and damages of every kind whether now or hereafter existing, arising out of, or in any way connected, directly or indirectly, with this agreement.

The Vendor further agrees to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property, or any other claim resulting from, arising out of, or in any way related to (i) the Vendor's use and occupancy of the Premises, (ii) the Vendor's participation in the agreement or (iii) an act or omission of the Vendor, its agents, employees, or independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OF ANY OF THE RELEASEES

In executing this Contract / Agreement, the Vendor acknowledges and represents that the Vendor has read the foregoing Agreement including the foregoing Release of Liability and Indemnity agreement and will be bound by this Agreement.

The signature of the Ladysmith Chamber of Commerce was hereto affixed on the _____ day of _____, 2023.

Jacque Chellew, Interim Executive Director

Ladysmith Chamber of Commerce

The signature of the Vendor was hereto affixed on the _____ day of _____, 2023.

Signature of Vendor

Print Name of Vendor

Name of Business