

MOBILE VENDOR AGREEMENT

Martin County Community Complex

This Mobile Vendor Agreement (this "**Agreement**") is made and entered into as of the date of the last signature hereto between the Martin County Community Complex (the "**Complex**"), acting by and through its duly authorized agent of the Complex, and (the "**Vendor**"). The purpose of this Agreement is to establish and maintain standards for the Vendor's use, on a temporary basis, of a food truck spot at the Complex .

Term of the Agreement: The Vendor may use the parking space hereto for the period of time identified in the "Event Dates" and "Time" below, provided that the Complex may terminate this Agreement for any reason upon 2 days' prior written notice to the Vendor.

1. **Parking Hours.** Food truck hours are from 6:00 am to 11:59 pm or until the end of the event. Vendor is not permitted to occupy designated parking space location before or after these times unless written permission.
2. **Fees and Taxes.** The Vendor shall pay the Complex \$100 per day for the ability to park per day. Full payment of all fees and taxes shall be made by cash, credit card, check, or money order made payable to the order of the Martin County Community Complex upon or prior to execution of this Agreement.
3. **General Terms.** In consideration of the covenants and subject to the terms and conditions contained in this Agreement, the Complex grants to the Vendor the non-exclusive right to serve food and non-alcoholic beverages at the Martin County Community Complex.
4. **Reservation Cancellation or No-Show.** If, in the sole discretion of the Complex, it becomes necessary to cancel an Event Date, then the Complex will prorate the Vendors Reservation Fee. The Complex is NOT liable for an Event Date cancellation due to vendor hardship, rain, act of God, other natural disaster, or any other cause not within the control of the Complex and will not refund any fees under this Agreement.
5. **Parking.** The Complex will have a general parking area depending on the event. Parking is first come first serve. Vehicles must be detached from trailers.
6. **Duties of Vendor.** For each Event Date, unless a written agreement is made between the Complex and the Vendor to do otherwise, the Vendor shall:
 - Furnish all items (health permits/insurance) necessary to serve food and/or beverages at the Complex.
 - Clean all areas of food service.
 - Sweep, mop, and scrub food debris from the ground adjacent to the Vendor's space during the Event and upon the conclusion of the Event.
 - Remove all trash and serving equipment from the Complex, keep the parking area in a clean, orderly and broom clean condition and leave the parking area in the same condition as existed at the beginning of the Event.
 - For the avoidance of doubt, failure of the Vendor to fulfill the duties set forth above, including without limitation, keeping the parking area in a clean and orderly condition, will be an event of default under this Agreement and, notwithstanding anything to the contrary set forth herein, the Complex may immediately terminate this Agreement and refuse to allow the Vendor to access to the Complex in the future.

7. **Miscellaneous.** If at any time, in the sole opinion of the Complex, the Vendor becomes the subject of public disrepute, contempt, or scandal that negatively affects the Complex image or goodwill, or negatively impacts Complex, whether intentionally or unintentionally, and whether occurring during the Term or becoming known during the Term, then the Complex may, in its sole discretion and upon written notice to Vendor, immediately suspend or terminate the Agreement either permanently or for a period of time.
 - The Vendor shall not obstruct any means of ingress or egress the flow of traffic to or from the Premises This includes, but is not limited to, parking, loading, and unloading.
 - The Vendor may not make any improvements, additions, or alterations to the Complex including drilling into any sidewalk or other surface at the Complex.
 - No signs, posters or other similar materials used for advertising purposes may be placed within the Complex by the Vendor, and no solicitation may be made within Complex without prior written consent.
 - The Complex has no responsibility to attempt to resolve disputes between the Vendor and the Vendor's customers.
 - The Vendor may not delegate its duties or assign its rights under this Agreement and any purported delegation or assignment of this Agreement by the Vendor shall be void and without any force and effect,
 - Vendor is prohibited from bringing tables, chairs, and amplified sound equipment to the Complex.
8. **Inspection.** At the conclusion of the Term, a representative of the Complex shall inspect the Park to assure that the Vendor has performed its duties as prescribed in Sections 6 and 7. If the Vendor has not performed those duties to the reasonable satisfaction of the representative, the Vendor must further perform those duties to the reasonable satisfaction of the representative, or the Complex shall invoice the Vendor for the reasonable cost of performing those duties, plus an additional fee of 15% of such cost.
9. **No Illegal Activities.** No illegal drugs, unlawful possession of a weapons, or illegal activities are allowed in the Park. The Vendor shall not discriminate against, or make any offensive comments about, any person or group of persons because race, color, religion or creed, gender or sexual orientation, national origin or ancestry, age, marital status, political affiliation or physical disability. Use of obscene language and nudity in at the Complex is prohibited. Violation of these terms shall result in immediate termination of this Agreement by the Complex.
10. **Marketing.** The Complex reserves the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all pictures or videos at the Complex taken to be used in and/or for promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits, and submission to journalists, websites, social networking sites, and other printed and digital communications, without payment or other consideration made to the Vendor. This language extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely unless Vendor otherwise revokes said authorization in writing.
11. **Compliance with Laws.** The Vendor shall comply with all standards, ordinances, laws, and regulations and all applicable laws concerning employment and non-discrimination. The Vendor is responsible for the conduct of its agents and employees.
12. **Default and Remedies.** If the Vendor breaches any of the covenants set forth in this Agreement, the Complex shall notify the Vendor in writing of the breach and may terminate this Agreement any time after providing such notice. These remedies are in addition to any other remedies that the Complex has at law or in equity as a result of the Vendor's breach. If the Complex breaches any of its covenants set forth herein, the Vendor shall notify the Complex in writing of the breach and, if the Complex fails to remedy the breach within 10 days of its receipt of the notice of the breach from the Vendor, the Vendor may terminate this Agreement, but shall not receive a refund of any funds paid pursuant to Section 2.

13. **Insurance.** Unless otherwise agreed in writing between the Complex and the Vendor, the Vendor shall provide a Certificate of Liability Insurance listing:

Martin County Community Complex, 909 Millhollon Way, Stanton, TX 79782 as Certificate Holder, with a \$1,000,000.00 General Liability and Excess Liability.

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis.

The Complex shall be provided the notice by the Vendor's insurance provider not later than two (2) days prior to any reduction or termination of such coverage. Each and every insurance policy required to be carried by the Vendor and its contractors, sub-contractors and sub-sub- contractors shall (i) contain an endorsement to the effect that the "other insurance" clause that may appear therein is not applicable to the Complex and Martin County, (ii) duly note and be endorsed upon all slips, cover notes, policies or other instruments of insurance issued or to be issued in connection therewith the interest of the Complex and Martin County, (iv) provide that such policy is primary and that any other insurance of any insured or additional insured thereunder with respect to matters covered by such insurance policy shall be excess and non- contributing, (v) provide that any loss shall be payable in accordance with the terms of such policy notwithstanding any action, inaction or negligence of the insured or of any other person(s) (including Vendor or the Complex or Martin County) which might otherwise result in a diminution or loss of coverage, including "breach of warranty", and (vi) provide the respective interests of the Vendor and the additional insureds shall be insured regardless of any breach or violation by the Vendor, the additional insureds or any other person of any warranty, declaration or condition contained in or with regard to such insurance policies.

The parties agree that, prior to the execution of this Agreement, the Vendor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the Complex. The Complex and the County shall not be required to provide any insurance whatsoever pursuant to this Agreement.

The Vendor certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

14. **INDEMNITY. THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE COMPLEX AND THE**

COUNTY AND ALL OF THE CO AND THE COUNTY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEYS' FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF THE VENDOR, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND THE VENDOR SHALL PAY ANY JUDGMENT (AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH) WHICH MAY BE OBTAINED AGAINST THE COMPLEX, THE COUNTY OR ANY OF THEIR OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEYS' FEES.

THE VENDOR SHALL INDEMNIFY AND HOLD HARMLESS, DEFEND THE OWNER AND THE COUNTY AND ALL OF THE COMPLEX'S AND THE COUNTY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, INCLUDING ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSE OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY ACT OF THE OWNER OR THE COUNTY, EXPRESSLY INCLUDING NEGLIGENT ACTS, THE COMPLEX'S OR THE COUNTY'S OFFICERS, AGENTS, AND EMPLOYEES, WHETHER SUCH ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OR OTHER ACTS OR OMISSIONS OF THE VENDOR OR THE VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND THE VENDOR WILL BE REQUIRED TO PAY ANY JUDGMENT (AND ALL COSTS AND EXPENSES ASSOCIATED THEREWITH) WHICH MAY BE OBTAINED AGAINST THE COMPLEX OR THE COUNTY OR ANY OF THEIR OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING ATTORNEYS' FEES.

EXECUTED as of the date of the last signature hereto.

MARTIN COUNTY COMMUNITY COMPLEX

By: _____

Print Name: _____
Complex Rep

Date: _____

VENDOR:

By: _____

Print Name: _____

Title: _____

Date: _____