PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
MONTHLY FOOD TRUCK VENDOR
TERMS OF USE & RELEASE AND INDEMNIFICATION

VENDOR RULES, REGULATIONS, CONDITIONS – Please keep a copy for your records

Palm Beach County Parks and Recreation enforce good standards and practices for the safe and orderly use of the parks. Permission to provide food truck service at the designated park is contingent upon compliance with the following rules, regulations, and conditions. Failure to comply with these requirements may result in revocation of your permit.

Non-compliance with vendor rules, regulations, and conditions will result in the following:

- First Offense – Permit holder will receive a notice of non-compliance letter and must correct infraction(s) immediately.
- Second Offense – Permit holder will receive a cease-and-desist letter, and the permit will be revoked.

Violations after a second offense will be considered trespassing.

The Monthly Food Truck Vendor Permit is granted for a period of one (1) month provided the following conditions are met:

1. The Permit Holder understands that the designated park is County property and that under this Permit its use is only temporary. Food truck service at the designated location is exclusively for use by the Permit Holder for food truck service at the designated park only and for no other purpose. Use of the food truck at all times shall be under the strict supervision and control of the food truck staff. The County shall bear no responsibility for any damage, theft, or vandalism incurred to the food truck.

2. Food truck service shall be subject to regulations outlined in this Permit and the Permit Holder shall provide food truck service at the designated park during normal park operating hours only, sunrise to sunset (except at Canyon District Park, where food truck service may be permitted during evening hours).

3. The County retains the exclusive right to schedule, approve, and conduct events, programs, or activities within the park at any time. In the event a County-sponsored or permitted event is scheduled, the Permittee may be required to temporarily cease operations, relocate, or modify service hours as directed by the County. The County shall not be liable for any loss of revenue or damages resulting from such suspension or modification of operations. The County further reserves the right to authorize additional food, beverage, or merchandise vendors within the park at its sole discretion. The issuance of this permit does not grant the Permittee exclusive rights to vend within the park or during any event, program, or facility rental. The County also reserves the right to permit third-party rentals of park pavilions, facilities, or areas that may limit or restrict the Permittee's access or operation within certain portions of the park. In such cases, the Permittee shall comply with all directives provided by County staff regarding access, setup, and operational boundaries.

4. The Permit Holder and its employees, volunteers, officials, agents, sponsors, subcontractors (hereinafter "Affiliates") shall be bound by all Ordinances of Palm Beach County, as are now or may hereafter be adopted, as fully as though the same were inserted in this Permit, and in particular, Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation, and shall be obligated to strictly enforce all terms and conditions of this Permit, and, in general, good standards and practices for the safe and orderly use of the park.

Non-compliance may result in denial of future use of the park.

5. Vendor agrees to return site space utilized, including areas of ingress and egress, to Palm Beach County Parks and Recreation Department in an "As Was" condition. Vendor shall be responsible for cost of repairs for damage to the designated site space caused by the Vendor and/or its Affiliates (including but not limited to turf and vegetation, facilities, irrigation, electrical, water, etc.).

6. The Permit Holder is not authorized to stage or set up equipment on the sidewalks or block any public access areas. Food truck service must not obstruct public access or impede the rights of the public to use Carlin Park in a reasonable manner.

7. The Permit Holder and its Affiliates shall not prohibit or hinder Palm Beach County staff, duly authorized agents, or any peace officers from performing their official duties. The Permit Holder shall ensure that its Affiliates obey instructions from Palm Beach County Sheriffs Office, Park Rangers, Ocean Rescue staff and Parks and Recreation staff.

8. The Permit Holder is responsible for cleanup of all trash, garbage, and waste materials associated with its activity and shall reimburse the County for services required, including removal of trash, park repairs and/or any necessary staff time.

9. The Permit Holder is responsible for any maintenance or repairs to the food truck. The County is not liable for the food truck for any reason, regardless of the situation.

10. The Permit Holder and its Affiliates shall not commit or permit any reckless or dangerous conduct by its Affiliates at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct when such conduct tends to cause or provoke a disturbance. Vendors found to be or who have received multiple complaints of using aggressive sales tactics with park patrons will have their vendor permit revoked.

11. No person shall distribute or affix any printed material or advertisements to or on the food truck. The food truck must be kept clear of litter and refuse.

12. Plastic straws are not permitted. Environmentally sustainable serving products should be utilized whenever possible.

13. Alcohol and balloons are not permitted.

14. The Permit holder and permit holder's affiliates shall indemnify, save harmless and defend the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Permit for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Park by reason, during, or as a result of the Park premises and its appurtenant facilities by the permit holder, its members, volunteers, participants, officials, agents, sponsors, employees, subcontractors and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on

appeal. In the event County shall be made a party to any litigation commenced against permit holder or permit holder's affiliates by permit holder or permit holder's affiliates against any third party, permit holder shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. The permit holder recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have granted this Permit without permit holder's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Permit.

RELEASE & INDEMNIFICATION STATEMENT

I do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury that may occur as a result of my and/or my representative's participation as a Vendor at a Palm Beach County park and agree to protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with my and/or my representative's participation as a Vendor at a Palm Beach County park.

I agree to allow Palm Beach County to take and use photographs of business activities occurring at Palm Beach County Parks for any legitimate purpose whatsoever. In connection therewith, I release and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action for circumstances resulting from use of any photograph.

The Applicant shall be obligated to strictly enforce all terms and conditions in this Application, and, in general, good standards and practices for the safe and orderly use of the Park(s). The person signing this Application is responsible for ensuring enforcement of all requirements, and for the safety and conduct of all participants, employees, agents and subcontractors of the Applicant. The Applicant shall be bound by all Ordinances of Palm Beach County, as are now or may hereafter be adopted, as fully as though the same were inserted in this Application, and in particular, Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation. Non-compliance may result in denial of future use of the Park(s), and revocation of Permit. The Applicant understands that the Park(s) is County owned property. The County may revoke authorization for use of the Park(s), with or without cause.

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Print Name

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Signature **Date**