

FOOD TRUCK AGREEMENT  
City of Mansfield

This Agreement for Food Truck services is entered into as of this \_\_\_\_\_ (Date) between The City of Mansfield, Ohio, an Ohio municipal corporation and \_\_\_\_\_, a mobile food service operation (“Food Vendor”).

The City of Mansfield desires to provide for food trucks on the date and time listed below. Therefore, in consideration of mutual promises and covenants, the City of Mansfield and Food Vendor agree to the following terms and conditions:

1. Date and time of event: \_\_\_\_\_.
2. Location of the Event: \_\_\_\_\_.
3. The City of Mansfield is responsible for the site plan attached as Exhibit A, which details the location of the Food Vendors, the ingress and egress locations, and schedule from the City. No other ingress and egress are permitted. The Food Vendor shall set up in locations as assigned by the City, pursuant to the site plan. The site plan must be followed.
4. No alcohol is permitted to be sold by the Food Vendor.
5. Food Vendor is required to have the proper permits from the Richland County Public Health Department and the State of Ohio. Food Vendor will provide applicable copies.
6. Vendors shall comply with the Ohio Fire Code and pass a Mansfield Fire Department inspection before commencing operations. The Mansfield Fire Department will conduct an on-site inspection on the day of setup.
7. The Food Vendor will accept cash, credit, and debit. The Food Vendor is responsible for any applicable taxes and is responsible for any theft or loss. The Food Vendor is responsible for the security of its property.
8. Food Vendor will be self-contained using –  
\_\_ Electric \_\_ Generator \_\_ Oil \_\_ Propane \_\_ Wood \_\_ Open Fire
9. Food Vendor is required to provide its own potable water.
10. Food Vendor cannot block fire lanes, fire hydrants, or other fire protection equipment on site, pedestrian ways, or emergency egress.
11. The City of Mansfield will provide trash receptacles for individuals consuming food from the Food Vendor. Food Vendors are responsible for disposing of their own waste/trash and grease.
12. Food Vendor will be responsible for any damage as a result of driving its vehicle (i.e., oil stains, tread marks, etc.).
13. Food Vendor shall assure quality control of all products served at the City event under this Agreement and comply with all federal, state, and local laws and regulations applicable to mobile food service operation and proper sanitation requirements.
14. Food Vendor will indemnify and hold The City of Mansfield harmless for any claims, actions, damages, expenses, any personal injury (e.g., foodborne illness), or property damage caused by its negligent acts or omissions under this agreement.
15. Insurance: All vendors shall provide evidence of liability insurance and provide a certificate of insurance coverage and bodily injury, property damage, and product liability for single coverage limits of not less than \$1,000,000 (one million dollars). The City, its officers, members and agents will be held harmless against debts and business expenses and obligations incurred including any liability claims by reason of any accidents, injuries,

damages or sickness, that may occur during the term and performance of this contract and against all fines, penalties and loss incurred by reason of the violation of county, state or, federal laws. The insurance policies shall list as additional insureds: The City of Mansfield and its respective agents, employees, volunteers, and members. *Please submit a copy of your insurance to the City of Mansfield.*

16. Laws of the state of Ohio shall govern this Agreement. They shall not discriminate basis of the basis of sex, sexual orientation, race, color, religion, age, handicap, status as a veteran, or national or ethnic origin.

The City of Mansfield, Ohio, an Ohio Municipal corporation

By: \_\_\_\_\_  
Louis Andres  
Public Works Director

Date: \_\_\_\_\_