

City of Austin - Food Truck Vendor Agreement

City Parks



For Office Use:

Date: _____

Copy to P&R _____

Business Name: _____

Contact: _____

Address: _____

Ph. Number: _____

E-mail: _____

Park Location Requested: _____

Dates Requested: _____

Expected Business Hours: _____

- Vendors must be licensed by the City of Austin & provide Certificate of Insurance (COI) listing City of Austin as certificate holder and additional insured.
- Must request park dates at least one week in advance and will be available on a first-come, first serve basis. No more than two food truck vendors at a time may be present.
- Vendors are not permitted to operate if there is an event scheduled at that location.
- Discarding waste, liquids, gray water, garbage, litter or refuse on city property or in city drains or trash receptacles is prohibited. Licensees must provide at least one designated waste container for customer use. Licensees are responsible for clean-up and trash removal generated by their operation.
- Using utilities from public property and rights-of-way is not allowed.
- Vendor must comply with all city parking, signage, lighting & noise regulations. No parking on the grass, trails, sidewalks or roads; only allowed parking is in parking lots.
- Vendors agree to comply with all state mandates.
- Hours of Operation are between 7:00 a.m. to 10:00 p.m. No vendor may remain on site for 24 hours.

Signature: _____

Date: _____

INDEMNITY AGREEMENT

AGREEMENT made this _____ day of _____, _____ by and between the City of Austin, Minnesota herein referred to as “the City “ and _____, herein referred to as “the Licensee”.

WHEREAS, the city council of the City of Austin, Minnesota, has enacted an ordinance regulating and licensing mobile businesses (Austin City Code Section 6.58).

WHEREAS, Austin City Code Section 6.58, Subd. 4 provides that before a movable place of business license is issued by the City, the licensee shall execute and deliver to the City Clerk, on a form prescribed by the City for said purpose, an indemnification agreement holding City harmless for any personal injury or property damage resulting from the operation of said movable place of business.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agrees as follows:

1. Subject to the terms and conditions of this indemnity agreement, licensee shall indemnify and save harmless the City against any and all claims, demands, causes of action, suits or judgments, including reasonable attorney’s fees, costs and expenses incurred in connection with such matters, for death or injuries to persons or for loss of or damage to property arising out of or in connection with the operation and maintenance by licensee or any of their agents, contractors or employees of said movable business within the public right of ways of the City, (the “indemnified claims”).

2. Indemnity under this agreement shall commence as of the date of the issuance of the movable license by the City of Austin to licensee.

3. The City agrees to notify licensee in writing within thirty (30) days of the receipt by the City of notice of any indemnified claim.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LICENSEE

CITY OF AUSTIN, MINNESOTA,
A MUNICIPAL CORPORATION

By: _____

Its: Mayor

By: _____

Its: City Clerk