

# City of Austin - Food Truck Vendor Agreement

Cedar River Farmer's Market Lot

For Office Use: (43180.4747)



Receipt # \_\_\_\_\_

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

Amount: \_\_\_\_\_

Copy to P&R \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Ph. Number:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Dates Requested:** \_\_\_\_\_

**Expected Business Hours:** \_\_\_\_\_

**Power Needed:** **Yes** **No** \_\_\_\_\_

- Location: 501 Oakland Avenue East
- Vendors must be licensed by the City of Austin & provide Certificate of Insurance (COI) listing City of Austin as certificate holder and additional insured.
- The cost will be \$10.00 per day without electricity or \$15.00 per day with electricity. There are (3) 50amp plug-ins available.
- Must request 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.
- Food trucks may be left overnight at your own risk. The City of Austin assumes no liability for theft, vandalism, or other damage while on site.
- Vendors are responsible for clean-up around their operation. Grease disposal is the responsibility on each vendor – no grease/fry oil may be placed in cans/dumpsters that are provided on-site.
- Vendors agree to comply with all state mandates.
- Hours of Operation are between 7:00 a.m. to 10:00 p.m.

**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

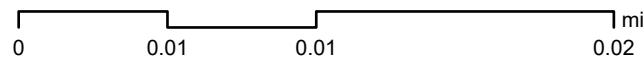
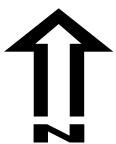
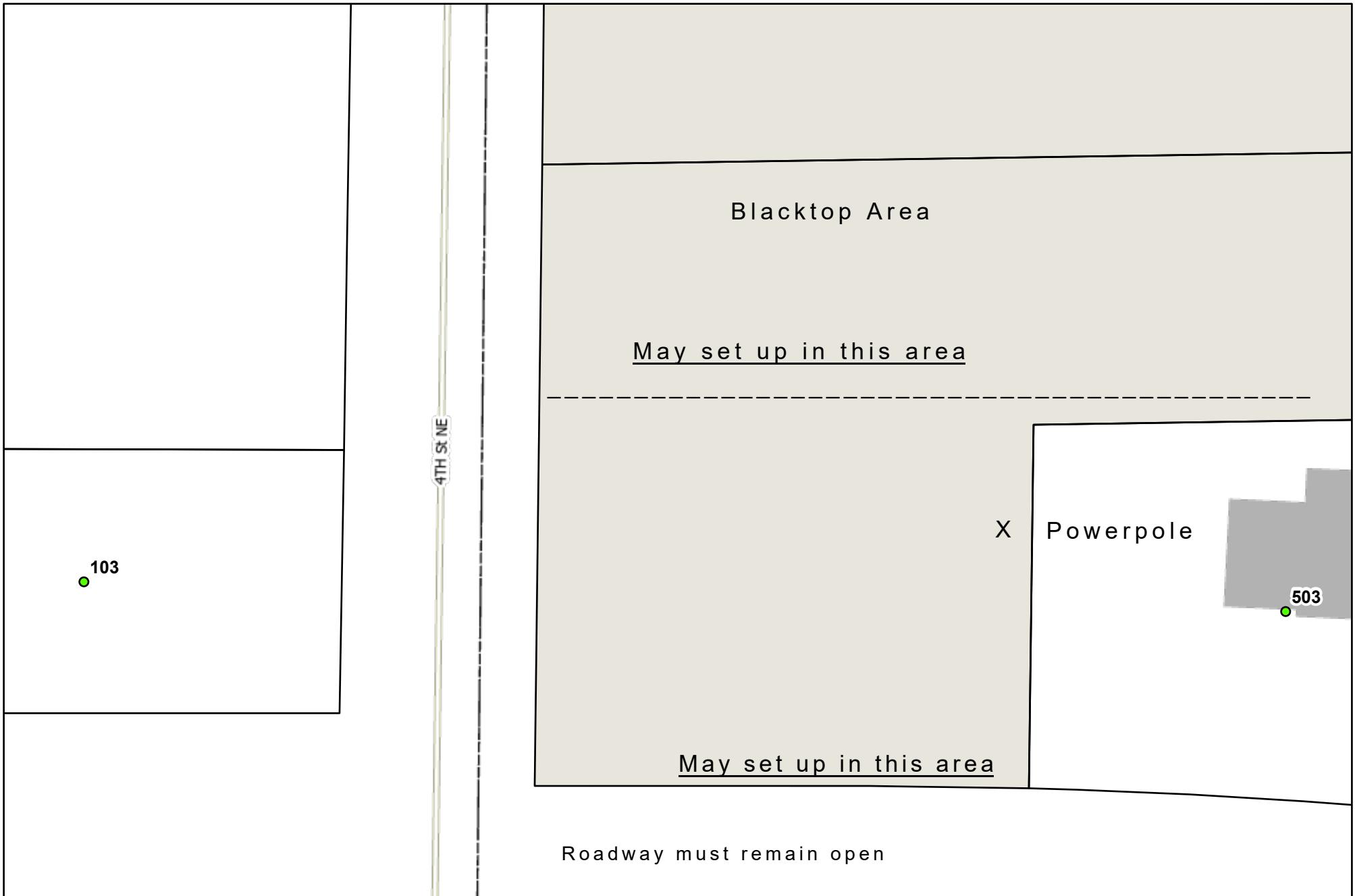
CITY OF AUSTIN, MINNESOTA,  
A MUNICIPAL CORPORATION

\_\_\_\_\_  
By: \_\_\_\_\_

Its: Mayor

\_\_\_\_\_  
By: \_\_\_\_\_

Its: City Clerk



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**Mower County Public GIS**

Date/Time: 5/9/2022 4:15 PM