



City of San Bernardino
Rediscover San Bernardino
Third Thursdays – Food Fest
 Event Application & Agreement

For Office Use ONLY

Date Received: _____

Vendor Acct.#: _____

This Official Food Truck Contract ("Contract") is entered into between City of San Bernardino ("City"), with offices at 300 N. "D" Street, San Bernardino, CA 92418 and _____, with offices at _____ ("Vendor"). To reserve your Food Truck Space, please return a completed and signed contract to the City of San Bernardino Attn: Community Development Department-TTFF, 300 N. "D" Street, San Bernardino, CA 92418 or email to leggitt_br@sbcity.org. All vendors are subject to County and City approval process.

Company Information

First Name: _____ Last Name: _____

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Company name as it should be listed in any marketing materials: _____

Event Information

Event Name: Rediscover San Bernardino – Third Thursdays Food Fest (TTFF)
 Event Location: San Bernardino City Hall – 300 N. "D" Street, San Bernardino, CA 92418
 Court Street Parking Lot – on Court Street between "D" and "E" Street
 Set-up Time: 9:30am – 10:30am | Tear-down Time: 2:30pm – 3:30pm
 Event Date(s): _____ **Open to Public: 11:00am – 2:00pm (3hrs)**

Food Truck Information

Each food truck is subject to approval by the City and must have a valid County of San Bernardino Health Permit and City of San Bernardino Business License.

Food truck name as it should appear on marketing materials: _____

Length of Food Truck: _____

Food item(s) being sold at event(s):

#	Product Name/Description	Price	#	Product Name/Description	Price
1.			5.		
2.			6.		
3.			7.		
4.			8.		

San Bernardino County Health Permit # _____ Exp. Date _____

State of California Reseller Certificate # _____ Exp. Date _____

City of San Bernardino Business License # _____ Exp. Date _____

NOTE: The San Bernardino City Clerk's office shall issue an annual or a one-time business license for "Third Thursday Food Fest" (TTFF) vendors should you not currently have a license. Annual will cover one TTFF event per month for one calendar year for \$24. One-time license will cover one event for \$11. Please reference TTFF when applying. Applications can be submitted online at: http://www.ci.san-bernardino.ca.us/cityhall/city_clerk/business_registration/default.asp

OFFICIAL TERMS & CONDITIONS:
2014 – 2015 REDISCOVER SAN BERNARDINO THIRD THURSDAY FOOD FEST EVENT
Sponsored by the City of San Bernardino

1. Check-in time begins at 9:30 AM and Vendors must be completely set up and ready to serve food by 11:00 AM.
2. Truck (Vendor) location is determined by City of San Bernardino.
3. Vendors are required to be open from 11:00 AM until 2:00 PM on the day of the event(s).
4. Tear-down will begin at 2:30 PM and must be completed by 4:00 PM.
5. All business activity must be conducted within the allocated food truck and/or booth service counters. No distribution, canvassing, flyers, nor vending of any kind may be done by strolling through the event grounds.
6. Vendors must post prices in a legible manner and in a visible space within their food truck and/or booth.
7. The sale of alcoholic beverages of any kind is strictly prohibited.
8. Consumption of alcoholic beverages by vendors, volunteers or employees of vendors at their booth is prohibited.
9. Each vendor will be responsible for all of his / her own merchandise or equipment. The City of San Bernardino and all participating "partners" will not be liable for any lost, stolen or misplaced merchandise or equipment at the event.
10. **INSURANCE:** You must provide proof of general liability insurance in the amount of one million dollars, naming the City of San Bernardino as an additional insured.
11. **SELLER'S PERMIT:** As required by the California State Board of Equalization, the address on your seller's permit must read 300 N. D Street, San Bernardino, CA 92418. A copy must be provided to the City of San Bernardino.
12. You are required to obtain and display all necessary permits and / or licenses. The City of San Bernardino and all participating "partners" are not liable for failure to procure any necessary permits and/or licenses and will not refund any fees or deposits.
13. All food vendors must meet and follow all County of San Bernardino Health Department and City of San Bernardino Fire Department Guidelines, including but not limited to:
 - a. Have an up-to-date fire extinguisher with a current California State Fire Marshal service tag at all times during event.
 - b. Be current on the servicing of the fire extinguishers (due annually).
 - c. Be current on hood suppression system servicing (due every 6 mos).
 - d. If there are fryers in the trucks, food truck vendor must have a class K fire extinguisher with a current California State Fire Marshal service tag.
 - e. Every food truck must bring a Spill Kit. The Spill Kit must be comprised of paper towels, cloth towels, kitty litter and/or sand.
 - f. **San Bernardino Fire Department will be on-site during set-up time (9am-10:30am) to inspect participating food trucks.**
14. You must have a current County of San Bernardino Health Permit, either annual or one-time TFF Vendor.
15. All food vendors must observe all terms and conditions as listed elsewhere in this application.
16. I agree to abide by all Fire and Health Regulations as well as all other Terms & Conditions listed in this application.
17. **Indemnification.** Vendor agrees to and shall indemnify and hold the City, its elected officials, employees, agents or representatives, free and harmless from all claims, actions, damages and liabilities of any kind and nature arising from bodily injury, including death, or property damage, based or asserted upon any actual or alleged act or omission of Vendor, its employees, agents, or subcontractors, relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement, unless the bodily injury or property damage was actually caused by the sole negligence of the City, its elected officials, employees, agents or representatives. As part of the foregoing indemnity, Vendor agrees to protect and defend at its own expense, including attorney's fees, the City, its elected officials, employees, agents or representatives from any and all legal actions based upon such actual or alleged acts or omissions. Vendor hereby waives any and all rights to any types of express or implied indemnity against the City, its elected officials, employees, agents or representatives, with respect to third party claims against the Vendor relating to or in any way connected with the accomplishment of the work or performance of services under this Agreement.

Authorized Signature _____ Title _____ Date _____

We agree to abide by all contract terms and conditions as set forth on the back on this document, along with any forthcoming guidelines. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.