

Provide one copy to Applicant, keep original on file with Johnson County



OFFICIAL USE ONLY
Approved by: _____ on: _____
DATE(S) APPROVED FOR OPERATION:

Empower Johnson County Food Truck Vendor Application & Agreement

(Please print clearly)

Applicant Name: _____ Truck/Business Name: _____

Physical Address: _____

Email: _____ Phone: _____

Desired Date(s) of Events: _____

***Please initial each statement below. Your signature at the bottom is required and confirms your agreement with Johnson County, on behalf of yourself and your business, to abide by the following terms. Applicant and Applicant’s Business (together “we”) agree that:**

_____ We will serve employees of Johnson County and members of the public, and operate from such location(s) as instructed by authorized Johnson County personnel.

_____ We must **(i)** obtain and maintain in effect a temporary use permit from the City of Iowa City at all applicable times, **(ii)** comply with all licensure and performance requirements of Food Establishments/Mobile Food Units (Iowa Code Chap. 137F and Iowa Admin. Code Chap. 481-30 and 481-31) and Food Trucks (Iowa City Code of Ordinances Sec. 9-4-16 and associated administrative rules), **(iii)** maintain in effect required insurance coverage,* and **(iv)** show proof on request.

_____ We are solely responsible for all tax liabilities, including all local, state and Federal sales and business taxes and collecting tax on taxable sales made while operating on Johnson County property.

_____ We hereby agree to indemnify and hold Johnson County harmless from any claims or damage arising from the Vendor’s activities, and release Johnson County for loss or damage to the Vendor’s or Applicant’s property.

_____ We must comply with all applicable laws concerning our use of the space provided by Johnson County and the sale or offering for sale of any food related items.

_____ Johnson County reserves all rights and sole discretion as to the number of food trucks, dates, placement, approval of eligible vendors, rotation of vendors, and power to terminate/discontinue a food truck or the entire program at any time.

_____ We accept that the premises will be provided in "as is" condition.

_____ Authorization to operate and obligations of the Applicant and Vendor cannot be assigned without Johnson County's consent.

_____ We must provide sufficient waste receptacles and remove all trash from the premises prior to leaving the service area. We will leave the service area and premises in a clean condition.

_____ We must provide our own power supply.

_____ We will not have any public seating or music/entertainment on location without prior consent of County.

_____ We agree to the following additional conditions (if any): _____

Unless otherwise provided above, all lunchtime food truck vendors must be open and available to patrons from 11:00 a.m. to 1:30 p.m. on the approved dates, with set up and takedown/cleanup times 30 minutes before and after operation.

By signing below, I acknowledge that I have read and agree, for myself and my business entity (if applicable), to the terms and conditions in this application to operate my food truck and provide services to the public and Johnson County employees.

_____ (Print Name) _____ Date

_____ (Title)

_____ (Business Name)

***Required insurance coverage** includes worker's compensation (WC), commercial general liability (CGL) for bodily injury, death, and property damage, and motor vehicle liability (MV) in the following amounts:

WC: if Vendor is required under Iowa law to maintain WC, then State of Iowa statutory limits

CGL: at least \$1,000,000 per occurrence, \$2,000,000 in aggregate

MV: at least \$1,000,000 combined single limit

Johnson County shall be named an addition insured under these policies unless waived. Vendor's insurance shall be primary with respect to any insurance or self-insurance programs covering the County, its supervisors, officials, agents, representatives and employees.