



915 Old Vicksburg Road, Clinton, MS, 39056

## FOOD TRUCK LEASE AGREEMENT

### **Between The City of Clinton, Mississippi, and Food Vendors at Firehouse Food Park**

This Lease Agreement ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 2024, by and between The City of Clinton, Mississippi ("City") and \_\_\_\_\_ ("Vendor"), collectively referred to as the "Parties."

#### **1. LEASED PREMISES:**

The City agrees to lease to the Vendor a designated space ("Premises") within the Firehouse Food Park located at 915 Old Vicksburg Road, Clinton, MS, for the operation of a food truck.

#### **2. Terms and Fees:**

The term of this Agreement may be categorized as follows:

##### **• Day lease:**

- Pay the City a daily rental fee of \$ 25
- Day lease must be executed and paid at least 10 days ahead of day of operation

##### **• 6-month Lease:**

- Required operation of 5-7 days each week, which are to be consistent days. Communication with the City is required if any deviation from the operating days submitted.
- Long-term lease fee: **\$ 300/month**
- Monthly payments are due on the 1<sup>st</sup> of the Month. A late fee of \$15 will be added after the 1<sup>st</sup>. Lease agreement may be terminated if not paid by the 8<sup>th</sup>.
- Renewals must be taken care of a week prior to the current term's expiration date. Vendor will be required to pay a late fee of \$50.00 before executing new agreement if operation is continued on premises after expiration date is past.
- Subject to a 3-month probationary period.

**Fees can be paid by cash or check at the Clinton Parks and Recreation Department's office located at Traceway Park, 200 Soccer Row, Clinton, MS, 39056. Checks can be made out to Clinton Parks and Recreation Department.**

#### **3. Permitting and insurance requirements:**

- All permits are required prior to lease approval.
- Vendor must obtain a privilege license from the City (Community Development) in accordance with Article II.
- Serve Safe permit



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- The privilege license and food safe permit must be displayed during the food truck's hours of operation.
- Any permit granted pursuant to this article shall be non-exclusive. The city may grant any number of such permits as the city deems appropriate. The granting of a permit shall not limit or abridge any power or authority of the city and shall not limit the authority of the city to commence appropriate civil, criminal, or enforcement actions. The city retains full authority to amend the ordinances, rules, and regulations that apply to any permit.
- Vendor is responsible for acquiring a fire inspection by the city of Clinton Fire Marshall prior to operating. For fire inspection scheduling call 601-925-1010.
- Vendor shall maintain comprehensive general liability insurance with coverage of no less than \$1,000,000 per occurrence and **name the City of Clinton as additional insured**. Proof of insurance shall be provided to the City prior to commencing operations.

#### 4. HOURS OF OPERATION

- Vendor is required to operate Tuesdays through Saturdays and select Sundays/Mondays hours of 11:00 AM and 9:00 PM daily. Any alteration of these days and hours requires prior written approval from the City.
- The vendor is responsible for submitting days/hours of operations for public informational purposes.

#### 5. Food truck appearance:

- Vendor's food truck or trailer must be visually appealing and must be a unit mounted on or pulled by a self-propelled vehicle. Trailer units that are not self-contained are not permitted on the premises. The unit must be on wheels at all times. If the unit contains a self-contained kitchen and/or if food is prepared in the unit, it shall be self-contained with its own drinking water tank and wastewater tank. The use of boats on trailers and push carts shall be prohibited.
- Pull carts are allowed but must be operated and unit mounted on the trailer.
- Non-enclosed pull carts are only allowed for the day-lease units.
- Approval for appearance will be decided by committee.

#### 6. VENDOR'S OBLIGATIONS

Vendor agrees to:

- Operate only during designated hours as established by the City.
- Maintain a clean, safe, and orderly operation within the Premises.
- Obtain and maintain all necessary licenses, permits, and insurance coverage required for operation, including but not limited to a City of Clinton business license, health permits, and general liability insurance with minimum coverage of \$1,000,000 naming city of Clinton as additionally insured.
- Obtain a Privilege License from the City of Clinton Community Development office before commencing operations.



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- Adhere to all local, state, and federal laws, regulations, and ordinances applicable to food truck operations.
- **It is the responsibility of the vendor to submit all necessary tax reporting to the MS Department of Revenue.**

## 7. CITY'S OBLIGATIONS

The City agrees to:

- Provide access to the Premises for the duration of this Agreement.
- Communicate with vendor of any park closures that may affect access to the food truck designated areas in which a temporary area will be provided.
- Ensure the Premises are clean and properly manicured. It is at the discretion of the city of Clinton to install additional lighting where needed.
- Maintain the overall Firehouse Food Park area, including common areas and parking facilities.
- Provide security camera surveillance to ensure the safety of the park with the assistance from the Clinton Police Department.

## 8. USE OF PREMISES

- Vendor agrees to use the Premises solely for the operation of a food truck and related food service activities. Vendor shall not engage in any illegal, hazardous, or disruptive activities.
- Vendor agrees to abide by all city policies and park rules while in operation on city property.

## 9. General Regulations:

- The sale of alcohol and/or illegal substances are strictly prohibited while operating on the Premises.
- No signage shall be allowed other than the signs permanently attached to the motor vehicle and a portable menu sign no more than 6 square feet in display area on the ground in customer waiting area.
- All signage affiliated with units shall comply with the city of Clinton sign ordinance, as it pertains to temporary free-standing signage. Any other decorative items added to the site must be approved by the Director of Parks and Recreation.
- Vendor shall not operate the food truck as a drive-in window.
- The noise level from the food truck, motor or generator must comply with Section 406.03 of the Clinton, Mississippi, Zoning Ordinance and the City of Clinton Noise Ordinance which states no noise in excess of 65 DNL, or 65 decibels as determined by an outdoor day-night average sound level.
- The vendor shall not provide public seating or tables at which food may be consumed.
- Food trucks must have the following fire extinguisher on board during hours of operation: minimum Class 2A, 10B and C rated extinguisher. If food preparation involves deep frying, a Class K fire extinguisher must also be on the truck. Fire extinguishers shall be maintained pursuant to Nation Fire Protection Association (NFPA standard 10). Per code, vendor must have



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propane bottles inspected and paper work on hand at all times. If food is prepared in a fryer or on a griddle, vendor must have a commercial vent hood and an auto-extinguishing system installed. As previously stated under permitting requirements, vendor is responsible for acquiring a fire inspection by the city of Clinton Fire Marshall prior to operating. For fire inspection scheduling call 601-925-1010.

- Vendor shall follow all current international fire codes.

#### **10. Disposal REGULATIONS**

- Vendor is responsible for all trash and debris collected from food truck within 10 ft around designated area.
- Vendor is responsible for hauling off their own trash. Vendor may not place bags in or around park trash receptacles.
- Vendor shall have an appropriate grease, grey water and waste management plan in place as required by the Mississippi State Department of Health.
- Disposal of grease and other waste must be conducted in compliance with City regulations; dumping of grease into storm drains, sewers, or any other unauthorized location is strictly prohibited.
- Vendor is responsible for disposing of grease in designated grease traps or containers and must maintain records of proper disposal. Non-compliance may result in fines or termination of this Agreement.

**11. FOOD TRUCK EMPLOYEES:** Vendor employees not only represent your business, but the business of each truck in the park, as well as the City of Clinton. Employees are expected to act in a businesslike manner at all times. Smoking/vaping is NOT PERMITTED in any public area or on any city property.

**12. UTILITIES:** Vendor must have self-contained utilities and shall not use the City's utilities for food truck operation.

**13. Marketing and Promotion Release:** By signing this agreement, Vendors at the Food Park agree to allow the City of Clinton to use photos, logos, and operational information for promotional purposes on the city affiliated websites and social media outlets.

#### **14. VIOLATIONS AND PENALTIES:**

- All vendors must abide by all policies, rules and regulations outlined this agreement. Failure to abide by agreement may result in the following:
  - (a) A fine not exceeding \$50 for the first violation.
  - (b) A fine not exceeding \$100 for a second violation.
  - (c) A fine not exceeding \$200 for a third or more violation.
  - (d) Agreement Termination at the discretion of the City.

#### **15. INDEMNIFICATION:**

Vendor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees



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from any and all claims, damages, losses, or expenses arising from the Vendor's operations on the Premises. Vendor is to keep the FOOD Truck and premises in good safe condition, and notify the city immediately of any unsafe or unsanitary conditions in the premise. The City of Clinton shall not be liable to vendor for any damages arising out of any actions or negligence on the part of any other Food Trucks, agents, employees, guests or invitees. Vendor agrees to pay the City of Clinton for any damages caused by the Vendor, Vendor's family, agents, employees, guests or invitees whether such damage is sustained by said whether such damage is sustained by said city of Clinton family, agents, employees, guests or invitees. The city of Clinton is not responsible for any food borne illness or mishandling of food by Vendor or the Vendor's employees.

#### **16. TERMINATION**

This Agreement may be terminated by either Party with thirty (30) days written notice. The City reserves the right to terminate this Agreement immediately in the event of any breach of terms by the Vendor.

#### **17. ASSIGNMENT AND SUBLEASING**

Vendor shall not assign or sublease any portion of the Premises without prior written consent from the City.

#### **18. COMPLIANCE WITH LAWS**

Vendor shall comply with all federal, state, and local laws, regulations, and ordinances related to the operation of the food truck.

#### **19. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

#### **20. AMENDMENTS**

Any amendments deemed necessary for addition to this agreement shall be amended only by a written document signed by both Parties.

#### **21. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements.



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**READ THIS AGREEMENT IN ITS ENTIRETY PRIOR SIGNING.**

**By signing below, vendor agrees to the terms and conditions as outlined in this agreement.**

<b>VENDOR:</b>	<b>CITY OF CLINTON:</b>
Business/Food Truck name: _____	Approval Signature _____
Owner/Lessee Signature: _____	Printed name: _____
Owner/Lessee Name Printed: _____	Title: _____
Date: _____	Date: _____
<b>Contact information:</b>	Check one of the options below:
Address: _____	_____ Day - lease: Scheduled dates: _____
Phone: _____	_____ 6-month lease: operating 5-7 days per week
Email: _____	FOOD PARK SPOT # ASSIGNED: _____