



Food Truck and Food Vendor Application

	Monthly Permit	Special Events
Application Fee:	\$100	\$50
User Fee:	10% Gross Revenue	20% Gross Revenue
Cancellation Fee:	\$50	\$100

Application fee is in accordance to the calendar year and will be waived for special events if you participate in the Monthly Program.

This vendor agreement is entered into by and between Memorial Park Conservancy, Inc. ("Conservancy") of 7575 N. Picnic Loop, Houston, TX 77007, and "Vendor", detailed below.

Food Truck or Vendor Name: _____ Applicant Name: _____

Phone Number: _____ Email: _____

Address: _____ City/State/Zip: _____

Onsite Contact Name & Phone (if different from applicant): _____

Cuisine Description and Menu Highlights	
Recurrence Pattern	<input type="checkbox"/> Monthly Permit Number of months: _____ Preferred months: _____ <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/> 8:00am – 1:00pm <input type="checkbox"/> 2:00pm – 7:00pm <input type="checkbox"/> Special Events Permit
Equipment	<input type="checkbox"/> Type of mobile unit: _____ <input type="checkbox"/> Type of unit plug: _____
Social Media:	Facebook: _____ Instagram: _____ Website: _____
Requirements	<input type="checkbox"/> Photograph of mobile unit <input type="checkbox"/> Copy of medallion <input type="checkbox"/> Copy of insurance <input type="checkbox"/> Signed copy of MPC's Food Truck and Vendor Program Policies
Fees	<input type="checkbox"/> By checking here, I acknowledge that User Fees are due no later than 10 calendar days after the end of each calendar month or special event. <input type="checkbox"/> By checking here, I acknowledge that if User Fees are late, MPC reserves the right to revoke the applicant from the calendar and retain all fees collected.

Memorial Park Conservancy

memorialparkconservancy.org | 7575 N Picnic Lane Houston, TX 77007 | 713-863-8403

MPC's Food Truck and Vendor Program Policies - Terms and Conditions

1. **Laws** - Vendor agrees to abide by all Park, city, state, and federal laws applicable to activities in the Park.
2. **Health permit** – all food trucks and vendors must operate off their own medallion and/or city approved health permit.
3. **Payment & User Fees** – The Conservancy will email an invoice to each vendor upon approval of the application. All required documents and the application fee are due to the Conservancy before operating in the Park.
 - a. Permit fees are non-refundable and will not be prorated.
 - b. User fees are due no more than 10 calendar days after the end of each calendar month or special event
 - c. If a vendor is in nonattendance for two or more scheduled shifts, the Conservancy observes the right to revoke the permit and retain all fees collected.
 - d. Vendor will be held responsible for payment of all repairs, necessary cleaning, and/or any damages to Park property, including and exceeding the security deposit amount.
4. **Insurance** - Vendor shall procure and maintain the following insurance during the duration of this contract:
 - a. A copy of the workers' compensation policy must be submitted, if legally required for your operation.
 - b. Commercial general liability coverage in the amount of \$1,000,000 per occurrence is required. Vendor agrees to add Memorial Park Conservancy and City of Houston as additional insured on the policy. The policy should include the following language: *hold Memorial Park Conservancy and City of Houston, their agents, and employees harmless for all claims for incidents related to or incidental to the performance under this vendor agreement. All parties listed above are added as additional insured on the general liability coverage policy. If the vendor receives notice of any claim or circumstance that could be viewed as a liability, the receiving party shall give notice to the Conservancy within ten days of report.*
 - c. A copy of each insurance policy must be submitted with the application.
5. **Scheduling** - Upon signature of this document, the Conservancy gives the vendor the right to operate in the agreed-upon location for the agreed shift length.
 - a. Vendor shifts are scheduled on a **first come, first serve basis**.
 - b. Vendors shifts must be confirmed with the designated Conservancy staff member before 11 am Friday for the following week.
 - c. User may request a Park location, but it will be at the discretion of the Conservancy to approve it. The Conservancy reserves the right to relocate vendors as deemed necessary.
 - d. No more than three vendors may occupy an approved location at any given time.
 - e. Vendors are permitted two shifts per week, with additional shifts available at the Conservancy's sole discretion.
6. **Weather and Cancellations** - The Conservancy operates on a reschedule-first, cancel-second policy pertaining to inclement weather or other unforeseen circumstances.
 - a. Changes due to inclement weather or unforeseen issues cannot be made less than 48 hours prior to a scheduled shift.
 - b. Vendor is responsible for requesting any cancellations or reschedules to the designated Conservancy staff member, and/or reservations@memorialparkconservancy.org.
 - c. Shifts will not be canceled or rescheduled for light intermittent rain. If weather conditions prevent the occurrence of the shift, Vendor is responsible for requesting a reschedule.
 - d. The Conservancy reserves the sole and complete right to grant or deny any requests.
 - e. No reschedules will be made to Vendors who fail to occupy shift, or "No Shows".
 - f. The Conservancy may cancel shifts with prior written notice. When possible, an alternate date will be proposed.

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7. **Unit and Concession Area Conditions** - Vendor agrees to haul all trash generated from the operation away from the Park after daily vending shift is over. The Conservancy will invoice the vendor for any additional cleaning that is required. The minimum fee is \$50. Vendor agrees to provide trash receptacles and maintain sanitary, clean, and safe conditions to the full extent of health department regulations. The unit must be in good condition.
8. **Signage** - All signs must be attached to and supported only by unit. No signs around unit or posted around the Park unless specifically approved by the Conservancy in the application process.
 - a. Vendor agrees to display the provided permit at all times while operating in the Park. If the permit is lost, damaged, or stolen, Vendor is responsible for reporting it to the Conservancy and paying all applicable fees to replace it.
 - b. Any marketing materials related to Memorial Park or the Conservancy must be submitted for Conservancy approval at the beginning of each month, and/or upon Conservancy approval of this application.
9. **Parking and Driving** - Vendor agrees to park only in areas designated by Conservancy staff. Vendor shall not park or drive on any Park roads other than those designated for public use. Vendor and customers may not park or drive in the grass. Vendor is responsible for directing customers to park in the appropriate locations.
 - a. Vending units and all associated equipment must be mobile and removed from the Park outside of approved shift times, or at the end of each day. Equipment is not permitted in the Park overnight at any time.
10. **Menu and Pricing** - The Conservancy will review menu items and pricing.
11. **Conduct** - Vendor and all employees will be expected to conduct themselves in a professional manner toward Park visitors. Employees shall cooperate with all other vendors and Park staff, responding timely to reasonable requests.
 - a. Vendor agrees to abide by all general Park rules, available at memorialparkconservancy.org
 - b. Vendor is responsible for ensuring adherence to Park rules by all employees and representatives.
12. **Best Practices** – The Conservancy values the environment, applications of environmentally sensitive vendors will be prioritized, based on its sole discretion.
 - a. Glass and smoking are prohibited in the Park at all times.
 - b. Minimize the use of styrofoam and single-use plastics.
 - c. Utilize biodegradable materials wherever possible.
 - d. Elect organic and/or locally sourced products and materials.
 - e. Eliminate the use of straws or offer paper/biodegradable straws.
 - f. Use bulk versus individually packaged condiments, utensils, and napkins.
 - g. Plan menu items which are handheld or have minimal eating requirements.

I hereby certify that the above information is complete and correct. I have read and understood this agreement and the policies it contains. I understand that if I and/or any of the staff on premises does not comply with this agreement and applicable rules, the agreement may be immediately terminated by the Conservancy, in its sole discretion, and all fees will be retained by the Conservancy. I will be responsible and liable to the Conservancy for any costs associated with damages exceeding the amount of the security deposit. I hereby indemnify and hold harmless the City of Houston and the Conservancy for any and all judgments arising for work performed in connection with this contract. I understand that the contract is valid only when the Conservancy signs and dates this document on the lines below. The right to sell in the Park is non-exclusive and specific dates and times are to be outlined by the Conservancy.

The contract is valid for the following dates: _____

(to be filled out by the Conservancy)

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Vendor Signature

Date

Conservancy Signature

Date

There is limited capacity for mobile food units at Memorial Park. The Conservancy will select the best applicants considering all application materials and prioritizing environmentally sensitive vendors and diversification of offerings, based on its sole discretion. The Conservancy reserves the right to pass on renewing this agreement without cause.

Required Documents:

Please attach the following items to your application before sending to Visitor Services Coordinator at reservations@memorialparkconservancy.org or mailing to 7575 N Picnic Lane, Houston, TX 77007:

- Menu Disclosure Form** - A copy of the menu or menu disclosure form from the Houston Health Department is subject to approval by the Conservancy. If it is not disclosed on the list or not approved by the Conservancy, the vendor may not sell the item at Memorial Park.
- Medallion** - All food truck vendors are required to submit a copy to the Conservancy and post the Medallion in plain view during operating hours.
- Picture of Mobile Food Unit**
- Copy of **General Liability Insurance**

The Conservancy will provide the approved permit and invoice if your application is approved. Each vendor must notify health department of the permitted location before operation can begin.