



2019-2020 East Point Food Truck & Pop-Up Court Vendor

Event Dates: **Open ALL YEAR LONG - Every Wednesday:** Regular hours (Mar.-Nov.) are 4pm-7pm; Winter Hours (Dec.-Feb.) are 3-6pm, Special Hours on Select Events including Friday Night Flicks Outdoor Movies & Wednesday Wind Down, as set by the City.

Event Location: **The Commons**, 2757 East Point St., next to the EP Farmer's Market

*This Event happens RAIN or SHINE

Questions? Contact: erodgers@eastpointcity.org, 404-270-7059

<http://www.downtowneastpoint.com/foodtruckcourt/>

Please email this application and all required documents to erodgers@eastpointcity.org. Vendor Fee: **\$15/day**

Food Truck/Pop-up Restaurant Name: _____ **Food Type:** _____

Web Site: _____ **Email:** _____

Contact Person: _____ **Contact Phone:** _____ **Cell/Alt.Phone:** _____

Mailing Address _____ **City:** _____ **State:** _____ **Zip:** _____

Please list, in detail, each of the food items you would like to sell – you can attach a menu if you like (we want to try to ensure we do not have duplicates). Beverages may be sold (and must be listed below), but alcohol is **prohibited**. Items not listed below (and approved by staff) may not be sold.

Indicate which months you would like to participate (there is a **limit of approx. 1-2 food trucks/pop-ups*** (with the exception of concert series days)), per event day as a part of this program. Staff will determine which days each truck/pop-up will participate in a particular month to ensure a variety at each event date. *Quantity of food trucks/pop-ups may change.

Food Truck Program:				Movie Nights:		List any specific dates you want to attend:
January 2019		August 2019		August 9, 2019		
February 2019		September 2019		Sept.13, 2019		
March 2019		October 2019		WWD Concerts:		
April 2019		November 2019		May 22, 2019		
May 2019		December 2019		June 26, 2019		
June 2019		January 2020		July 24, 2019		
July 2019		February 2020		August 28, 2019		
		March 2020				

Check all that apply:

Do you have a generator? ___ Is it a whisper quiet generator? ___ What area of the truck is it located? _____
 What size space do you require for your truck to park? _____ **For Pop-up:** What size tent(s)/vending area do you use: _____
 Where is customer window located on your food truck: Circle one: (Passenger Side / Driver Side)

Power/Electric Service (Optional):

_____ **\$25/event:** 15 amp outlet w/two plugs. (You must bring your own 100' heavy duty exterior grade extension cord to connect)

Email or fax your application, along with the following required documents to: erodgers@eastpointcity.org, fax: 404-270-7822.

- This Completed Two-Page Application (+ copy of Menu)
- Current Health Department Permit & Current Proof of General Liability Insurance & Vehicle Insurance (for Food Truck)
- Current Business License (for a City in the Atlanta Metro Area, a license in East Point is not required)
- A JPEG (or similar) of your logo, at least 2 digital color photos of your food truck or Pop-up set-up, as well as, 2-3 digital color photos of your food (if accepted, these may be used later for promotion of the event).

Vendors will be notified via email of their acceptance (and of the staff approved vending days) into the event(s).

The first vending date fee of \$15 for the staff approved event date(s) is due within 3 days from the notice of acceptance to hold your space.

Please make checks out to “City of East Point” and mail to: **The City of East Point**
 Attn: Economic Development- Erin Rodgers
 1526 East Forrest Ave., Suite 400, East Point, GA 30344

ADDITIONAL EVENT POLICIES AND PROCEDURES:

Please **initial** each item below (application will not be accepted if these areas are not initialed).
All references to “staff” or “the City” within this two page application shall be referring to the City of East Point.

- _____ All food vendors are expected to be fully operational during the entire time of the event. Food Trucks shall be on site at least 30 mins. prior to the event, but up to 90 mins prior to their committed time slot for preparation / set-up. Failure to arrive on time, stay open during the entire allotted time or selling beyond the allotted time shall disqualify the food truck from participating in future events and forfeit the food truck’s vendor fees for the remainder of the event season.
- _____ Vendors must have professional looking menus (no cardboard signs) posted prominently and tastefully at their vending area.
- _____ Vendors will be pre-assigned a space by staff, it is not “first come first served” on the day of the event. Vendor’s use of the space is non-transferable. Vendor may not allow anyone else to use the space.
- _____ Vendors are responsible for set up, operation, and removal of all equipment at their location. Vendors will be responsible for the periodic removal of their own trash to the appropriately designated dumpster site during the event, as well as, the cleaning of their space at the close of each event.
- _____ Vendors must provide trash & recycling receptacles for waste generated by their booth and by their patrons.
- _____ Power is only available to those who have purchased it in advance. No water or ice is available on the site.
- _____ The sale of items advertising the event requires prior written approval from staff.
- _____ Food vendors are expected to fully cooperate with personnel from the county and local health departments. Vendor is responsible for obtaining and paying for any and all taxes that are required for its operation, including state sales tax. Vendors understand that they must comply with all applicable laws, regulations and event polices concerning their products, presentations and conduct at the event. Non-compliance will result in penalties. The City assumes no liability or responsibility.
- _____ The City offers no guarantees or warranties of any kind. The event occurs rain or shine. No refunds or rain checks will be given. There will be no refunds if any unforeseen circumstances, acts of God, etc. result in the cancellation of the event.
- _____ No amplified music is allowed within vendor space or the event site without written permission from staff.
- _____ The sell of, or consumption of, alcoholic beverages by vendors, volunteers or employees of vendors is prohibited.
- _____ Vendor must provide proof of general liability insurance naming the City of East Point as additionally insured.
- _____ All food items must be stored in the vehicle, covered and off the ground. Vendors are responsible for their own refrigeration.
- _____ Vendor agrees that the City may use photographic images taken at the show of merchandise and likeness in promotions and publications and that these images may be used online or provided to media outlets and/or used in social media applications including Facebook and the like. This includes the use of logos, photos and other marketing materials provided to the City.
- _____ The City reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the Vendor with the provision that all Vendors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by staff.
- _____ Restroom facilities are available for vendors in the Law Enforcement Center (LEC) across the street from the event.

Compliance Contract: I have read and understand all of the policies as expressed above, and I will comply with all policies, procedures and regulations set forth above and below in this two-page application.

Signature _____ Date _____

Indemnification:

Food Truck Company / Vendor will defend, indemnify and hold harmless the Business and Industrial Development Authority and the City of East Point (hereinafter referred to as “the City”) and its agents, employees, officers and legal representatives for all claims, causes of action, liabilities, fines, and expenses (including without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained while the Food Truck Company/ Vendor is participating in the event under this Agreement, including but not limited to (i) any injury, death, damage or loss to persons (including workmen) or property sustained while participating, (ii) any acts or omissions, and (iii) any breach of any representation, warranty, obligation or agreement of the Food Truck Company / Vendor contained in this Agreement, but in all cases only to the extent not caused by the negligent acts or omissions of the City.

Signature

Date

Printed Name