Mobile Food Vendor Agreement/License of Premises

THIS AGREEMENT, made this _____day of _____, 20___, between

The Corporation of the County of Grey

(referred to in this Agreement as “the County”)

and

_____,

(referred to in this Agreement as “the Vendor)

WHEREAS the County has policies and procedures in place to allow third party use of County property, and specifically to allow mobile food vendors to use certain County properties;

AND WHEREAS the Vendor operates a mobile food vending vehicle, also known as a “Food Truck”, possesses a current license to do so from the municipality where it wishes to operate under this Agreement, and wishes to do so on certain County properties;

AND WHEREAS the Vendor has independently confirmed with the lower tier municipality that the Vendor’s proposed Food Truck operation complies with the existing zoning provisions;

The County and the Vendor agree as follows:

1.0 Premises

1.1 The County hereby grants to the Vendor a license for use of the following described premises, owned by the County, for the following period or periods:

a) Premises name and name of area within premises being licensed for use and hereinafter referred to as “the Licensed Premises”:

_____

_____

b) Operating Schedule:

_____

2.0 Term and Termination

2.1 The Vendor may be scheduled to operate on the Licensed Premises up to November 1 of the year of the execution of this Agreement. Notwithstanding the preceding sentence, should the County's winter maintenance operations begin prior to November 1, the County may exercise its sole discretion in whether or not to permit the Vendor to operate the Food Truck as described under section 1.0 on the Licensed Premises.

2.2 After November 1, the County at its sole discretion may grant permission to the Vendor to operate the Food Truck, as described under section 1.0 as winter maintenance practices allow. Such permission, if given, will be granted in writing. Further, the County will have the flexibility to give such permission and to withdraw that permission based on changing conditions. The decision of whether to allow operations to occur will be made at the sole discretion of the County. When the County deems the operating season to end, the Vendor will be first notified verbally, followed by written notice from the County.

2.3 The Vendor acknowledges that decisions concerning the permission to allow Food Truck operations after November 1 or once winter maintenance operations have begun may differ from one County facility to another.

2.4 Agreement to be subject to cancellation at the sole discretion of the County upon provision of written notice to the Vendor.

2.5 Any violation of the terms and conditions of this Agreement by the Vendor, its employees, representatives, agents, servants, contractors, guests, invitees, licensees shall be considered to be a breach of the Agreement and shall cause the Agreement to be subject to cancellation at the sole discretion of the County upon provision of written notice to the Vendor.

3.0 Responsibilities of the Vendor

3.1 The Licensed Premises will be used by the Vendor specifically for the activities described as follows:

a) The Vendor will park a Food Truck, owned by the Vendor, at the Licensed Premises, and will operate the Food Truck, preparing and selling food to the public

b) Any other type of usage by the Vendor must receive prior written consent of the County.

c) The Vendor shall keep and/or restore the Licensed Premises to a neat and orderly condition throughout the Term of the Agreement.

d) No permanent structures may be used/built on the Licensed Premises by the Vendor.

e) The Vendor shall prohibit the use and/or dispensation of alcoholic beverages on the Licensed Premises.

3.2 No license fees shall be payable by any party in connection with this Agreement.

3.3 Use of the Licensed Premises under this Agreement may begin only after execution of this Agreement, and after all documentation required under this Agreement has been provided to the County by the Vendor. Unless terminated by either Party, this license Agreement shall remain in effect up to and including December 31 of the year in which it has been executed.

3.4 Prior to the execution of this Agreement, the Vendor shall provide the County with a valid and current copy of its “Refreshment Vehicle License” or equivalent document issued by the municipality where the Licensed Premises is located.

3.5 The Vendor shall abide by and/or enforce all applicable rules and regulations governing the use and/or occupancy of the Licensed Premises. All vehicles operated by the Vendor on the Licensed Premises shall be operated in a safe, prudent and reasonable manner, and as per any conditions required by the County, acting reasonably, whether oral or written.

3.6 The Vendor shall, at all times throughout the Term of this Agreement, maintain a valid driver’s license within the Province of Ontario.

3.7 The Vendor agrees to abide by all applicable federal and provincial laws and municipal by-laws in carrying out the terms of this Agreement.

4.0 Successors and Assigns

4.1 The Vendor shall not assign, or transfer this Agreement, or sublet or sublicense the Licensed Premises, or any part thereof.

5.0 Indemnification

5.1 The Vendor shall indemnify and hold harmless the County, its officers, elected officials, servants, representatives, volunteers, and employees from and against any and all liabilities, claims, demands, losses, costs, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Vendor’s use of the Licensed Premises, attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Vendor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the Licensed Premises or any part thereof and/or as a result of activities

under this Agreement. This clause shall survive the termination of this Agreement.

6.0 Insurance

6.1 Prior to the execution of this Agreement, the Vendor shall, at its expense, obtain and keep in force during the Term of this Agreement:

a) Commercial General Liability Insurance satisfactory to the County, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

   i) A limit of liability of not less than Two Million dollars ($2,000,000) per occurrence;

   ii) The County shall be named as an additional insured;

   iii) The policy shall contain a provision for cross liability in respect of the named insured and severability of interests;

   iv) Non-owned automobile coverage with a limit of at least Two Million dollars ($2,000,000) including SEF 96 (contractual liability);

   v) Products and completed operations coverage with an aggregate limit not less than Two Million dollars ($2,000,000);

   vi) That 30 days prior notice of cancellation which reduces coverage shall be given in writing to the County;

b) Standard Automobile policy with liability limits of no less than Two Million dollars ($2,000,000) in respect of each owned or leased vehicle.

c) The Vendor shall provide current certificates of insurance as proof of the required coverage to the County prior to the execution and throughout the Term of this Agreement.

6.2 The Vendor agrees to immediately notify the County of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to the Licensed Premises.

7.0 Health and Safety, WSIB

7.1 The Vendor is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees. If requested, the Vendor shall, throughout the Term of the Agreement, provide the County with evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.

7.2 The Vendor shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

7.3 The Vendor hereby agrees to indemnify and hold the County, its elected officials, officers, employees, representatives and agents harmless from and against any and all liabilities, claims, demands, suits, losses, fines, surcharges, damages, costs and expenses (including legal fees and disbursements) arising out of the Vendor's failure to comply with such laws, regulations, policies and obligations.

8.0 Notice

8.1 Any notice to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, registered mail, fax or email, and addressed to the recipient as follows:

For the County:

County Clerk
Corporation of the County of Grey
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax: 519 376-8998
countyclerk@grey.ca

For the Vendor:

Name:
Address:
Fax:
Email:

9.0 Unforeseeable Circumstances

9.1 The County shall not be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, decisions by civilian or military authorities, fire, flood, human health emergencies, strikes, the weather and generally as a result of any event that is beyond the reasonable control of the County.

Signatures follow on next page

The County and the Vendor, intending to be legally bound, have executed this Agreement on the date first written above.

The Corporation of the County of Grey:

_____
Stewart Halliday, Warden

_____
Heather Morrison, Clerk

The Vendor:

_____
Name

I/we have the authority to bind the Vendor.

Vendor's signature Witnessed at _____, Ontario, on the

_____ of _____, 2015, by:

_____ _____
Print Name Signature