

Raw for Health Food Truck License Agreement

This Agreement made as of the ____ day of August, 2017, by and between the City of Beacon (the “City”), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 (“City”), and Roots a Place to Eat, LLC (“ROOTS”) a New Jersey corporation with offices at 408G Paulding Ave Northvale, NJ 07647.

WHEREAS, this Agreement sets forth the rights and obligations of the parties in connection with the operation of the ROOTS Food Truck.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. Grant of License. The City hereby grants ROOTS a license (“License”) to operate the ROOTS Food Truck within the City of Beacon at the location and times specified below.

2. Term of License. The term (“Term”) of this Agreement shall be from August 4, 2017 to October 1, 2017.

3. Location of Food Truck. ROOTS shall operate the Food Truck at the River Front Park on Red Flynn Drive on Sundays only from 9:00 am to 4:00 pm only, including set up, break down, and clean up. By 4 p.m. all Food Truck materials and garbage must be removed from the site.

4. Right to sell. All Food Truck sales are to occur only within the area designated by the City. The sale and distribution of alcoholic beverages is prohibited, unless otherwise agreed upon in writing.

5. Conduct. All employees will at all times conduct business in a courteous and hospitable manner during operation of the Food Truck.

6. Garbage: ROOTS shall provide their own means of trash removal and shall not use any City receptacles for disposal of garbage or recyclables generated from their operation.

7. Electrical Service: ROOTS agrees to purchase electrical service, if necessary from the City. There will be no generators or other such mechanical devices allowed unless approved by the City and designated in writing as part of this agreement.

8. Security. ROOTS is responsible for the safety and security of their own property and equipment at all times. The City shall not be held responsible for loss, theft, or damage to any property.

9. Cancellations. The City reserves the right to suspend this Agreement on any given Sunday when hurricane or other severe weather event renders the Licensed Area unsafe or unsuitable for use by the ROOTS Food Truck and the City cannot make the Licensed Area safe or suitable in

time for use on the scheduled Sunday or the City needs the licensed area for a public purpose. The City shall incur no liability to ROOTS, its agents, vendors, invitees or employees, by exercising its right pursuant to this paragraph.

10. License Fee. There shall be a fee of \$45.00 per Sunday that the Food Truck is operated.

11. Insurance. Prior to the commencement of this Agreement, ROOTS shall obtain and maintain for the duration of this Agreement, the following insurance on its own behalf, and shall furnish to the City of Beacon Certificates of Insurance evidencing same and reflecting the effective date of such coverage as follows:

- (a) General Liability Insurance, with limits of no less than \$1,000,000 Dollars each occurrence and \$2,000,000.00 Dollars annual aggregate.
- (b) Worker's Compensation and Employers Liability, covering operations in New York State policy limits must equal New York State requirements.
- (c) Comprehensive Automobile Police, with limits no less than \$1,000,000 for bodily injury and injury and property damage liability.

ROOTS shall provide the City Clerk with copies of all certificates of insurance, which shall name the City as additional insured.

12. Modifications and Notices. Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to the City at City Hall at 1 Municipal Plaza, Beacon, New York 12508, and to ROOTS at the address set forth above. Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

13. Emergency Contacts. The emergency contacts for ROOTS are: **{TO BE ADDED}**.

14. Agreement Non-assignable. The License granted hereunder and this Agreement, and the obligations and privileges conferred on ROOTS in this Agreement are not assignable without the City's prior written consent.

15. Authorities. ROOTS will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, including the City and the Dutchess County Department of Health, if any are required, and shall maintain compliance with all local, federal and state laws ("Government Approvals"). ROOTS must obtain a license from the County Health Department before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement. ROOTS will furnish all necessary documentation to the City, upon request, demonstrating compliance by it or its vendors with Government Approvals. ROOTS will keep accurate records of its enforcement of the Rules and Regulations, and acknowledges the right of the City to review its records for purposes of assuring continued compliance with Government Approvals, the Rules and Regulations, and the terms of this

Agreement. All such records shall be made available for review by the City upon the City's request upon reasonable notice.

16. Relocation. The City shall have the right to relocate the Food Truck upon thirty (30) days written notice to ROOTS.

17. Breach of Agreement. In the event that ROOTS fails to pay any fees due the City under this Agreement or otherwise breaches any of the terms of this Agreement, or if the Licensed Area is needed for a public purpose, then and in said event, and upon five (5) business days written notice to ROOTS, the City may terminate this Agreement. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

18. Indemnity. ROOTS hereby agrees to defend, indemnify and hold the City of Beacon and its employees, officers and agents (the "City") harmless from any and all claims, liabilities, suits, proceedings, actions, costs and expenses, including attorney's fees, arising out of or in connection with the performance of this Agreement. Said indemnification and defense of the City shall apply to any claim, liability, suit, proceeding and action in which the City may be named as a party, notwithstanding that ROOTS may deem said claim, liability, suit, proceeding or action frivolous or without merit. By affixing their signature to this Agreement, the undersigned hereby represents that he or she is designated agent of Indemnitor, authorized to enter into and bind Indemnitor to this agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Roots A Place to Eat, LLC.

CITY OF BEACON

By: _____

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, and the person upon behalf of which the individual acted, executed the instrument.

Notary Public