



# Parks and Recreation Mobile Food Vendor Agreement

1. MFV will operate only during park hours.
2. MFV will not operate for more than 2 hours at a single location unless as part of a special event\*\*\*
3. MFV's will only be allowed one at a time in a Neighborhood Park (defined by Master Plan) unless part of a special event\*\*\*
4. MFV's shall not operate within 200ft of a residence.
5. MFV will follow traffic and parking rules. Parking on the grass is strictly prohibited. MFV shall not park in any way that will cause a safety hazard for pedestrian traffic or obstruct any public street, roadway or thoroughfare.
6. MFV regulations:
  - A. Provide 55-gallon trash can for each unit and maintain it for use of patrons
  - B. No dumping in park, including water
  - C. Must follow regulations of Environmental Health Department
  - D. Must follow city ordinance
7. Permits/Agreements Required:
  - A. Mobile Food Vendor Agreement (Parks and Recreation 775-2673) *-new*
  - B. MFU Permit (Environmental Health Department 775-2928) *-already required*
  - C. Zoning Permit (Planning and Zoning 775-2108) *-already required*
8. Exceptions:
  - A. MFV will require separate permit to park at sports complexes or ball fields. (Outdoor Rec. 775-2672)
  - B. MFV cannot set up during special events\*\*\* unless requested by event organizers.
  - C. Block Party permits will still be required for events if blocking a street. (City Secretaries Office 775-2061)
  - D. This permit does not apply to temporary food establishments, permitting for those will be done through a vendor permit. (Parks and Rec. 775-2672)
9. Indemnity: Vendor, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses and/or liabilities which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated by this Agreement and/or the Vendor's agents, employees, invitees, patrons, licensees, guests and/or independent contractors use and possession of the persons, including Vendor, in or about the premises. Such indemnification includes but is not limited to liability resulting from the unintentional interruption of utility services.
10. Agreements are non-transferrable and non-refundable.
11. This Agreement is revocable by the City, at any time, for any cause or convenience.

\*\*\*Special events are private events that pay park use fees for using the park during an allotted time. Vendor permits are available for special events requesting vendors.

I, the undersigned, have read and do thoroughly understand and agree to abide by all the rules and regulations. I further understand that The City of Lubbock has the authority to use whatever actions necessary to discontinue a reservation if the conditions stated in this agreement are not followed.

Issued to: \_\_\_\_\_  
Name Address

Food Truck Name \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_