



900 Anderson Drive, Ashwaubenon, WI 54304
P: 920.492.2331 | F: 920.492.2341
ashwaubenon.gov/parks

Please call (920) 492-2331
Monday - Thursday 7:30 am - 4:30 pm
Friday 7:30 am - 11:00 am
or email rmehlberg@ashwaubenon.gov
with any questions / concerns

PAYMENT DUE 04/11/2024

Parks, Recreation & Forestry Department
Application & Guidelines for Approved Food Truck Rally List

Event Name \_\_\_\_\_ Food Truck Vendor \_\_\_\_\_

Event Dates Applying For (check all that apply) Thu. May 16 Thu. June 20 Thu. July 18 Thu. Sept 12

Fees: \$100 per event (\$25 TOTAL discount if three or more events are assigned and full payment by 4/11

Contract Time: 4:30 p.m. - 8:30 p.m.

-A copy of your liability insurance and your full menu of food truck items must be submitted when approved-

APPLICANT / CONTACT INFORMATION

Name \_\_\_\_\_ Title/Position \_\_\_\_\_
(Last,First,Middle)

Company/DBA \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Driver's License # \_\_\_\_\_
(Street, City, Zip Code)

Email \_\_\_\_\_ Primary Phone # \_\_\_\_\_

Facebook Page \_\_\_\_\_ Alt. Phone # \_\_\_\_\_

Liability Insurance Carrier & Policy # \_\_\_\_\_ WI Seller's Permit # \_\_\_\_\_

ALTERNATE CONTACT:

Name \_\_\_\_\_ Phone # \_\_\_\_\_
(Last,First,Middle)

Email \_\_\_\_\_ Title/Position \_\_\_\_\_

GUIDELINES

- Arrival -Please inform the Ashwaubenon Parks, Recreation & Forestry (PR&F) staff person on duty of your arrival.
-Setup may begin at 2:00 p.m. - be prepared for service at 4:30 p.m.
-Driveways must be kept clear in case there is an emergency. Staff will direct vehicles to their assigned setup spot.
-The Vendors should park any personal additional vehicles other than their food truck in facility parking lot.
Setup -Ashwaubenon PR&F Staff will have picnic tables set up in the area. Serving tables are the responsibility of each Vendor.
-All logistics including additional electrical service must be pre-planned and approved by Ashwaubenon PR&F. Vendor must provide their own water (water outlets are available on site); a power box is available to all Vendors.
-Be prepared for a visit from the Health Inspector at every event. Please have your current license displayed prominently as required by the WI Health Dept. Any permit fees are the responsibility of the Vendor, and not included in the fee for participation in the rally.
-Vendors are asked to leave beverage sales to the Village. These sales help recuperate event expenses including bands/entertainment.
Trash Removal -Ashwaubenon PR&F staff will provide and empty trash cans. Vendors are responsible for clean up of their space and disposing of garbage into trash bins. Cooking oils may not be disposed of on site and should be disposed of properly by the vendor.
Break-down -Vendors are requested to stay until AT LEAST 8:00 p.m. Event lasts until 8:30pm.
-A final inspection with a Vendor representative will be made by Ashwaubenon PR&F staff.
-Please remove all excess food, supplies and the like from the grounds; anything remaining after the event will be discarded immediately.
-Vendors are welcome to stay longer than contracted time with approval of the Ashwaubenon PR&F staff.
Rental Equipment -Equipment must arrive with the Vendor. Ashwaubenon PR&F staff will not accept deliveries, nor will the Village accept responsibility for such items if Vendor/representative is not on-site.
-All equipment must be removed from the Ashwaubenon PR&F property by the Vendor at the close of the event.

I hereby certify that the information provided in this application is true and accurate to the best of my knowledge & belief:

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

Please remit completed application, full menu of food truck items, copy of liability insurance, & fees to:
Rex Mehlberg, Village of Ashwaubenon, 900 Anderson Dr, Ashwaubenon, WI 54304 / rmehlberg@ashwaubenon.gov

FOR OFFICE USE ONLY
Dates Approved: [ ] 05/16/24 [ ] 07/18/24 [ ] 06/20/24 [ ] 09/12/24
Fee: \_\_\_\_\_ dates x \$100 = \$ \_\_\_\_\_
≥ 3 dates is a \$25 discount = \$ \_\_\_\_\_
Total Due = \$ \_\_\_\_\_
Insurance: \_\_\_\_\_ Menu: \_\_\_\_\_
Payment: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_
Approval/Signature: \_\_\_\_\_



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## **General Terms & Conditions For Approved Food Truck List**

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### **PURPOSE**

The Village of Ashwaubenon is accepting applications for operating a non-exclusive food service contract at the Ashwaubenon Parks, Recreation & Forestry Department.

The intent is to approve agreements with qualified Food Truck Vendors for targeted special events. The Village of Ashwaubenon reserves the right to award and maintain concurrent agreements for food service with multiple Food Truck Vendors for various types of food products.

Vendors submitting applications must be responsibly, practically and regularly engaged in providing the services required in this contract. Applicants must possess ample resources to comply with and perform satisfactorily in accordance with the terms of this contract.

### **METHOD OF SELECTION**

All applications will be subject to approval by Village Staff. Agreements will be awarded to Food Truck Vendors based upon, but not limited to the following criteria: qualifications, information provided, customer satisfaction, past performance, service capability, and the ability to meet required Village, County, and State health and sanitation standards. Accepted applications will be confirmed via email to the address provided by Vendor.

The number of trucks will be dependent on the location, layout, parking availability and previous event attendance.

### **RESPONSIVENESS & RESPONSIBILITY**

The Village reserves the right to refuse to accept any application from any person, firm or corporation that is in arrears or is in default to the Village or has failed to perform faithfully any previous contract with the Village. If requested, the applicant must present within five (5) working days, evidence satisfactory to the Village of performance ability, adequate insurance, and any other resources required to determine the applicant's ability to comply with the terms of this contract.

Once the rosters for each event are determined, each vendor will be notified of the date(s) they were selected. At that time, the Vendor will have until **Thurs., April 11** to submit payment for the season along with Vendors' proof of insurance. There is a no-refund policy. Refunds will only be given if the event is canceled due to unforeseen circumstances (e.g. severe weather conditions.)

### **CANCELLATION**

In the event the Food Truck Vendor shall default in any of the covenants, agreements, commitments, or conditions the Village may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Food Truck Vendor under the Agreement

Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for contract termination.

Factors relating to difficulties in cooperation, clean-up, food handling, transportation, behavior of staff, cleanliness, sanitation standards and other relevant issues will have a bearing on the Food Truck Vendors good standing and may be considered due cause for termination of contract.

### **CONTRACT TERM**

Contracts established with successful Food Truck Vendors will carry a term that will commence upon approval through the date of the last events Food Truck Vendor is approved for.

### **COMPLIANCE**

Regulations. The Food Truck Vendor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

Licensing and Permits. All approved Food Truck Vendors shall be required to demonstrate valid possession of and present upon request appropriate required licenses upon request and will keep them in effect for the term of this contract.



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## **General Terms & Conditions For Approved Food Truck List-CONTINUED**

### **INSURANCE REQUIREMENTS**

The Food Truck Vendor will insure, and will require each sub-vendor to insure, as indicated, against the following risks to the extent stated:

- a. Commercial General Liability - Covering as insured the Food Truck Vendor and naming the Village as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for product liability in the same amount.
- b. Worker's Compensation - Securing compensation for the benefit of the employees of the Food Truck Vendor and the employees of any sub-vendor, as required by Wisconsin Worker's Compensation Law.
- c. Food Truck Vendor shall provide a signed copy of Form S-240, which can be found at <https://www.revenue.wi.gov/DORForms/s-240.pdf>.

**As evidence of the above listed coverages, a Certificate of Insurance shall be forwarded to the Parks, Recreation and Forestry Director, 900 Anderson Drive, Green Bay, WI 54304 5 business days prior to the beginning of work under this contract**

### **FEES FOR VILLAGE OF ASHWAUBENON SPONSORED FOOD TRUCK RALLIES**

**\$100 per event (\$25 TOTAL discount if three or more events are awarded.) The \$100 per event fee is all-inclusive of fees owed to the Village. A separate Ashwaubenon sellers license is NOT required for setting up at Ashwaubenon sponsored food truck rallies.**

### **INDEMNIFICATION**

The Food Truck Vendor shall save and hold harmless the Village, its officers, employees, and agents from and against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever which arise out of or are connected with or are claimed to arise out of or be connected with any action, omission, or operation of myself or my agents, servants, subcontractors, or employees which arise out of or are connected with or are claimed to arise out of or to be connected with any act or occurrence which happens or is alleged to have happened in or about a place where I am operating or acting under this permit or undertaking activities related to responsibilities under this permit. This hold harmless agreement includes, without limitation, the applicability of the foregoing: All liability, damages, losses, claims, demands, and actions on account of personal injury, death, or property loss of the Village or myself, my officers, my employees, my agents, my subcontractors, or frequenters, or to any other person or legal entity, whether based upon or claimed to be based upon a contract toward or having its basis in workers compensation under federal or state statutes or having any other code or statutory basis or based upon administrative loss or other provisions or other liability or any other persons or entities, unless caused or claimed to have been caused by the sole negligence or other breach of duty by the Village, their officers, employees, agents, subcontractors, or frequenters, or any other person or legal entity. Without limiting the applicability of the foregoing, the liability, damage, loss, claims, demands, and actions indemnified shall include all liability, damage, loss, claims, demands, and actions for unfair competition or infringement of any so-called intangible property right, for defamations, false imprisonment, malicious prosecution, action sounding in environmental or pollution law, including, without limitation by specification, actions brought under Federal Super Fund Relief Act, or any other infringement of personal or property rights of any kind whatsoever. Food Truck Vendor agrees to maintain and keep in force workers compensations and employee's liability insurance to the extent, if any, that workers compensation and employee's liability insurance is not covered by any comprehensive general liability policy.

### **ENTIRE AGREEMENT**

These standard terms and conditions shall apply to any contract or order entered into as a result of this application except where special requirements are stated elsewhere in the document, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Village.

If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remaining terms or provisions shall not be affected thereby, but each term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

**Please remit completed application, full menu of food truck items, copy of liability insurance, & fees to:  
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