

PERRYSBURG FARMERS MARKET FOOD TRUCK VENDOR 2024 Rules and Regulations

VENDOR APPLICATION & DEPOSIT DUE BY Friday, March 15, 2024

You will receive notice by March 31 of your application status.

Applications are reviewed by a committee.

Dates & Times: Thursdays, May 9th through October 10th 2024 (23 event days, including the 4th of July) Food Truck hours are 4-8pm. Setup begins at 3pm. Sales may start as soon as you are set for customers. Location: West Third Street between Louisiana and Walnut. Entry is off Louisiana, exit from Walnut. New Cost: \$40 per day; you will select dates you are available, and we will invoice you once you accept your invitation for any fees above/beyond the \$500 deposit required to accompany this application. Your \$500 will not be deposited until you are invited and accept the offer. Final payment for your participation will be due by April 22, 2024 to lock in your truck space. This means there will be two transactions if you are invited & accept. One as a deposit to accompany this application, and the remaining balance for your invited dates. NEW Lay-Out: After reviewing feedback from everywhere, this season, we are accepting only 16 trucks in the line-up on any given week. The Alcove will be once again utilized, usually for specialty trucks like beverage or dessert. The Committee will make final decisions for what trucks have which weeks in what spaces. You may OR may not be accepted for the full season. By March 31, you will know what days you have been invited to attend. Substitute/Wait List trucks will be asked to participate when absences are timely reported.

The Market is under the full authority of the Perrysburg CVB. The Market Coordinator will address your daily needs/questions/concerns, and escalation of any issues should be directed to the Executive Director by email cbest@visitperrysburg.com or by phone 419-874-9147 ext 2.

Until the new Events Coordinator is hired, please email Christine.

Social Media Handles: FB @visitperrysburg IG @visitperrysburg X @PburgCVB Follow Us and We'll Follow You! Please share our content and promote your Truck at the Market!

The Market is open rain or shine. In the event of inclement weather, it is up to the individual Food Truck Vendor to decide whether or not to attend. No refunds will be issued. You must notify the Farmers Market Manager by 9am if you will not be in attendance that day to allow time to fill your space from the waitlist.

DUE TO SPACE CONSTRAINTS, ALL TOW VEHICLES MUST BE UNHITCHED FROM FOOD TRAILERS AND MOVED OUT OF THE FOOD TRUCK AREA DURING THE MARKET.

NO EXCEPTIONS!

Completed Participation Agreement, COVID-19 Waiver of Liability, and Payment must be received in the Perrysburg CVB office by 12pm on Friday, March 15, 2024.

COVID-19 Safety and the 2024 Perrysburg Market (yes, it's unfortunately still a thing)

The Market requires all vendors to sign a waiver of liability.

Masks are at your discretion unless CDC mandates another requirement.

Social distancing is expected where possible and when there is a rise in positive cases.

Wash your hands – and sanitize often.

If you are feeling ill or become sick, please follow CDC guidelines.

Disclaimer: Market operations could change at any time due to the ongoing health issues caused by COVID-19. By agreeing to be a vendor, you also agree to comply to these changes or forfeit your position at the Market. Vendors must provide hand sanitizer at their truck and follow CDC sanitizing procedures.

Food Trucks are required to first register with the City of Perrysburg, complete an inspection process, and pay an annual city fee. Contact Abby at the City of Perrysburg Fire Department at (419) 872-8025 or email Fire@ci.perrysburg.oh.us for registration.

The CVB does not manage this process.

- 1. Participation will be at the discretion of the Perrysburg CVB and participating trucks will chosen by a committee. A wait list may be offered. Please see pg 1 for the New Lay-Out details.
- 2. Food Trucks must have all applicable licenses and insurance, including liability insurance, and provide copies of these items along with the completed Vendor Participation Agreement before your application is considered complete. This includes a license from the City of Perrysburg which includes a scheduled fire inspection.
- 3. Attractiveness, quality, originality of menu items, and how the vendor will enhance the Food Truck lineup will be taken into consideration when considering a truck for acceptance.
- 4. The fee for a truck space at the market equates to \$40 a day and includes a space in the Fourth of July Patriotic Market day. We are asking for a \$500 deposit to accompany your application and then the dates you have been selected to participate will be emailed to you for confirmation, and any additional fees will be due upon your acceptance into the Market. No weekly payments will be accepted. Cash or check must be attached to this application for consideration in the market. Your deposit will not be processed if you are not selected for the line-up. If you are a sub from the wait list, a \$50 daily payment will be collected on the day of participation. This payment can be cash or check and must be paid the same day. Failure to pay will result in removal from the Wait List.
- 5. The Food Truck Participation Agreement along with the COVID-19 Liability Waiver, copies of insurance, any applicable licenses and deposit (cash or check) is due by Friday, March 15, 2024. Make checks payable to Perrysburg CVB.
 - The mailing address is 105 W. Indiana Ave., Perrysburg OH 43551.
 - The CVB office has a secure black mailbox that is accessible 24 hours a day.
- 6. A charge of \$100 will be assessed for any check that is returned for insufficient funds or other causes.
- 7. No refunds will be issued for any payments already received if you accept the invitation to participate.

- 8. Placement of a Truck at the Market is at the direction of the Perrysburg CVB or its designee. Specific parking spots cannot be guaranteed.
- 9. Due to safety concerns and space constraints, **all** tow vehicles must be unhitched from food trailers and moved out of the food truck area during the market.
- 10. No vehicles (excluding the Food Truck) belonging to Food Truck vendors or their staff members will be left in any parking spot within the boundaries of the market area between 4 and 8pm. The parking lot south of the tracks (visible from West Third) or west of the venue off Walnut should be utilized.
- 11. If a Food Truck vendor is on the schedule to attend the Market and must cancel, they must notify the Market Coordinator no later than 9am on Market day either by email, phone, or text.
- 12. All Vendors that are absent from the Market for two weeks without notifying the Market Coordinator or the Perrysburg CVB office will forfeit their location and their fees for the remainder of the season.
- 13. All activity must be conducted along the street side of the truck. As a safety necessity, no business may be conducted at the back of the truck or on the side facing the train tracks.
- 14. Food Trucks must use quiet, self-contained generators for power. No other sources of power may be used. No more than 75 decibel output will be accepted. Food Trucks with generators that are deemed too loud will be asked to leave the market and forfeit their fees & location.
- 15. Items, including signs and menu boards, may not be placed outside of each Truck's designated area and natural 'storefront footprint'.
- 16. Vendors may not impede pedestrian or motor traffic and may not interfere with the normal operations of the downtown businesses.
- 17. Food Truck Vendors will present and conduct their business in a first-class manner which is not disruptive or disparaging to other vendors or to the market overall. Courtesy and honesty are expected at all times.
- 18. No loud music, overly loud generators, walking solicitation, shouting, or harassing will be permitted.
- 19. Food Trucks may play music at a low volume as long as it does not interfere with other vendors or the operation of the Market. If found too loud, vendors will comply to shut off music or risk forfeiture of fees and location in the line-up. If multiple trucks provide music, or nearby businesses host live outdoor music, please use your best judgement for volume control.
- 20. Coupons and fliers may only be distributed at your serving windows.
- 21. No firearms, alcoholic beverages, drugs, pets, or animals with the exception of clearly-identified and certified assistance animals will be allowed at any Food Truck space.

- 22. No Vendor shall engage in solicitation, collection drives, political, or religious activities at the Market.
- 23. In the event that a Food Truck sells out of product, the Truck will **NOT** pull out of the truck line-up before 8pm. At 8pm, trucks must either wait for the truck in front or behind them to leave so they can pull out safely OR they must have a spotter to help them manoeuver out. Tow vehicles may not enter the market area before 8pm. Failure to comply will result in removal from the line-up and forfeiture of paid fees. Exception with approval: inclement weather where foot traffic is not at risk.
- 24. Food Truck Vendors are required to keep their area clear of all garbage and must clean their areas at the end of the day or when they leave by removing all refuse, containers, signs, trash, and litter.

 Garbage must be taken home with the vendor or disposed of within designated trash containers. Ask for location of market-approved dumpsters for larger disposal.
- 25. Food Truck Vendors must bring **at least** one trash container for public use at their truck, and must maintain bag replacement/garbage removal if/when it becomes full until 8pm.
- 26. Nothing may be poured or swept into the street or down the storm sewers.
- 27. Clean-up is mandatory! The Perrysburg CVB reserves the right to assess a cleaning charge of \$100/incident to any vendor in violation if they do not perform the necessary clean-up. Please leave the area better than you found it! Two violations will lead to your removal in the line-up and a forfeiture of any paid fees.
- 28. The Perrysburg CVB reserves the right to revise the Perrysburg Market Food Truck rules at any time.
- 29. The Perrysburg CVB, or its designee, has the authority to deny any person or group the privilege of operation at the Market. No vendor will be denied participation for reasons regarding gender, race, handicap, marital status, or religion.
- 30. The Perrysburg CVB reserves the right to remove any Food Truck Vendor who does not comply with the rules stated herein; those that, in their judgment, are using methods or selling items that are detrimental to attendance at the market or contrary to the market policies and standards; or those who fail to obey any lawful order of the Perrysburg CVB, or local municipalities.

Adopted 2/15/2017 Current Revision 1/1/2024

PERRYSBURG CONVENTION & VISITORS BUREAU PERRYSBURG FARMERS MARKET

WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19 and its variants, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and the state of medical knowledge is constantly evolving. The Perrysburg Convention & Visitors Bureau, The Visit Perrysburg Market Days, and The City of Perrysburg cannot completely prevent you from potentially becoming exposed to, contracting, or spreading COVID-19 while utilizing The City of Perrysburg's properties or premises. It is not possible to completely prevent against the presence of the disease.

By signing this document, you agree to abide by all Federal, State, and Local Regulations required of citizens regarding the COVID-19 pandemic. You also agree to abide by all sanitary and cleaning requirements required by law for indoor and outdoor facility use during the pandemic.

ASSUMPTION OF RISK: I/we have ready and understand the above warning concerning COVID-19. I/we hereby choose to accept the risk for myself and/or our organization in order to utilize the City of Perrysburg's property or premises. I/we accept the potential risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize this property or premises.

WAIVER OF LAWSUIT / LIABILITY: I/we hereby forever release and waive my/our fight to bring suit against the Perrysburg Convention & Visitors Bureau, the Market, and the City of Perrysburg, and their respective officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with potential exposure, infection, and/or spread of COVID-19 related to the Perrysburg Convention & Visitors Bureau, the Market and the City of Perrysburg's properties and premises. I/we understand that this waiver means giving up my/our rights to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I/we may have to see damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I/we understand and agree that the law of the State of Ohio will apply to this contract. I/we have carefully read and fully understand all provisions of this release, and freely and knowingly assume the risk and waive my rights concerning liability as described above.

iignature:
Name (printed):
Date:
Name of Organization or Business:
itle within the Organization or Business:

2024 Perrysburg Market Food Truck Vendor Participation Agreement

Registration / Payment Deadline: Friday, March 15, 2024 Down Payment Amount is \$500.00

Please return this signed participation agreement & COVID-19 liability waiver along with payment, copies of insurance, permits, and licenses to: Perrysburg CVB, 105 W. Indiana Ave., Perrysburg, OH 43551

Business Name							
Individual's Name_							
Address							
City			Sta	te	Zip		
Phone			Email				
Social Media Hand	lle(s):						
Vehicle License Nu	ımber						
City of Perrysburg	Mobile Food T	ruck 2024 Reç	gistration Numl	oer			
Health Departmen	t License Num	ber					
Liability Insurance	Company						
Policy Number You must include o	copies of these			d vendor partic	ipation contract.		
Menu items:		<u></u>	y e a. e.ge.	. remach partie	.,pa		
Circle the dates th							
	June 6		Aug 1	Aug 29	Sept 26		
,	June 13	•	•	•	Oct 3		
	June 20				Oct 10		
	June 27						
I have received a cop					ave read the Rules	and agree to	
abide by them. I understand that failure to follow the Rules may mean exclusion from the Perrysburg Market and							
forfeiture of fees. I agree to indemnify and hold harmless the Perrysburg CVB, the City of Perrysburg, and their representatives from any property damage or personal injury caused, occasioned, or sustained by me or those under my							
control or supervisio					sustained by me o	or those under my	
Signed				Date	e		