

1. **Requirements for Food Trucks in City Parks.** The City of Crossville maintains a contract for exclusive use of concession facilities at Centennial and Duer Parks. However, food trucks and food trailers will be allowed to operate in designated areas by a reservation system and a \$50 annual fee. **However, the annual fee may be waived in such cases where their presence has been requested by Leisure Services.** Any such business will comply with the same health and insurance requirements as the contractor providing concessionaire services at said parks. Any vendor operating at Garrison park will also comply with the requirements of this policy.
2. **Compliance with Applicable Law.** Concessionaire shall comply with all applicable state, local and federal laws and regulations in the performance of this Agreement.
3. **License, Certification and Insurance Requirements.** Concessionaire agrees to submit, provide and/or comply with the following:
  - a. Provide a copy of Concessionaire's Health Department Food Certificate and maintain above 90 score on its yearly evaluation.
  - b. Provide a copy of Concessionaire's standard Ballpark Concession Menu with applicable pricing.
  - c. Maintain Cleanliness of Concession facilities/site – Concession will be responsible for fully cleaning/removing all litter from and around the food truck or trailer.
  - d. Provide a valid City and County business license

- e. Concessionaire shall provide a Certificate of Insurance, showing the City as additional insured, which should also reflect appropriate insurance coverage as follows:

**Worker's Compensation:**

Concessionaire shall maintain in force Worker's Compensation coverage in accordance with the Statutory Requirement and Limits of the State of Tennessee and shall require all subcontractors to do likewise.

**Commercial General Liability:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage with Minimum Limits of:

\$1,000,000 General Aggregate  
\$1,000,000 Products-Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence (Bodily Injury & Property Damage)  
\$ 100,000 Damage to Rented Property  
\$ 5,000 Medical Expense any One Person

**Property Insurance:**

Concessionaire shall be responsible for maintaining any and all property insurance on its own equipment

**NOTICE**

Concessionaire shall provide notice to City within three (3) business days following receipt of any notice of cancellation or material change in Concessionaire's insurance policy from the insurer. Such notice shall be provided to City by registered mail, return receipt requested, to the following addresses:

City of Crossville  
City Manager  
392 N. Main Street  
Crossville, TN 38555

City of Crossville  
Parks & Recreation Director  
837 Industrial Blvd.  
Crossville, TN 38555

## **PROOF OF INSURANCE**

Concessionaire shall provide proof of the foregoing insurance at the time of execution of this Agreement.

### **4. Reservation Requirements.**

- a. Reservations shall be on a first come first served basis.
- b. Reservations must be made at least 24 hours in advance and during regular office hours in order to assure the parking spot will be reserved.
- c. Reservations will only be accepted from vendors who have provided documentation to prove they have complied with the previous sections of this policy.
- d. Vendors must operate in the designated locations as set out by the Leisure Services department. **Due to traffic flow and safety requirements, no roving vendors will be permitted. Vendors violating this policy will be removed from the premises and their permit will be revoked.**