

This Agreement serves to memorialize the understanding between Food Truck Culture and the Temescal Telegraph Business Improvement District (“TTBID”) as it relates to the parties’ agreement to stage mobile food events on City of Oakland Property in Temescal. The parties agree to collaborate to ensure that the events are mutually beneficial. Food Truck Culture looks forward to building a lasting and fruitful relationship with the TTBID.

Relationship of The Parties

TTBID and Food Truck Culture are not employees or agents of each other. By entering into this agreement, the parties are not creating a legal partnership, joint venture or grant of a franchise. Except as otherwise expressly set forth herein, neither party shall have the right to bind the other to a third party.

Description of Event Series

The parties will cooperate to stage a series of weekly mobile food events **beginning Monday, July 10th, 2017 or upon approval of city permits**. The event will continue for **5 months** from the start date with the mutual option to continue month to month. The events will be held on the TTBID Event Space depicted in the attached Layout, which is incorporated by reference into this Agreement. This agreement will go into effect on the mutually decided first day of the launch of the event.

Agreement Terms

The following conditions set forth the terms of the parties’ agreement, including the applicable termination policy and the conditions that constitute the terms that govern in the event of a contractual breach.

1. Term of Agreement

1. The term of this Agreement will begin on the date of the **first Event Series launch**, and continue for **5 months** following the launch date unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by either party upon at least (30) notice. After **5 months** this agreement it will automatically renew unless one of the parties has provided the required 30-day cancellation notice.

2. Event Service Days and Hours:

1. Food Truck Culture - **Temescal Nights shall operate every Monday for dinner (5-9pm) during all seasons. There will be no change to the weekly frequency during the term of the Agreement, with the exception of decided Holiday closures.**

1. Holiday Closures- TTBID to define.

1. TTBID agrees the event will occur every week during the **5-month** period with the exception of the Holiday closures discussed above, to preserve consistency for Food Truck Culture’s customers and vendors.

2. Access to Event Site and Staging:

1. Food Truck Culture (with approval from the City of Oakland) shall have access to the agreed-upon location beginning 2 hours prior to the official weekly market opening time, and until 1 hour after its official closing time.
2. TTBID will assist in finding/securing a bathroom within 200ft for vendor use.

3. Vendor Logistics and Line-ups

1. Food Truck Culture will program the event with a **weekly rotating lineup of 4 to 6 Vendors**. Food Truck Culture will use its best efforts to program a consistent number of Vendors to accommodate customer demand and conform to requirements.
2. Food Truck Culture will have complete discretion to select the Vendors that will serve at each event. Food Truck Culture will track customer feedback to evaluate which Vendors to schedule for the events. Every effort will be made to choose vendors to compliment local demographics and demand.
3. Food Truck Culture will be solely responsible for obtaining any county health permits required in connection with the mobile food vendors' sale and service of food items offered for consumption at the Event Series.
4. Food Truck Culture will ensure all vendors have business licenses and manage it accordingly.
4. Administrative Services and Fees
 1. Food Truck Culture will manage the ongoing scheduling and booking of rotating food truck vendors on a weekly basis.
 2. Food Truck Culture will verify and store vendor documentation prior to any services at Temescal Nights. This includes verification of county health permits and City of Oakland business license requirements. Documentation will be accessible to TT BID staff for additional verification if necessary.
 3. The TT BID will provide Food Truck Culture with 9 delineators, 4 A-Frames, 2 type 3 barricades, and 8 crowd control barricades in order for Food Truck Culture to do the street closure every week.
 4. The TT BID will also provide the piazza lighting and generator, which Food Truck Culture will set up every week for Temescal Nights.
 5. Food Truck Culture will provide and set up 50 chairs for the weekly Temescal Nights.
 6. Food Truck Culture will provide onsite staffing to manage retrieving the barricades and signs from storage, blocking the street, truck arrival, parking, departure procedures, and returning the signs and barricades to storage every week. Onsite staff will interact with customers, report on customer feedback and manage any vendor related issues.
 7. **Food Truck Culture will invoice a monthly \$250 management fee on the first business day of each month for the above mentioned administrative and management services.**
5. Marketing
 1. The parties agree the event will be called **Temescal Nights** in all public communication and promotions.
 2. The parties will collaborate with each other on cross-promotional opportunities. Such collaboration will include for example but not be limited to, TT BID providing signage or other hard-copy marketing collateral for vendors to hand out to the public during the Event Series.
 3. Food Truck Culture will also use its marketing resources to promote the event. Food Truck Culture will obligate (via contract) the individual food trucks to promote the weekly market via social media and other marketing channels, and amplify the BID's marketing of Temescal Nights.
 4. The parties agree to allow each other to use their respective logos and trademarks only directly in relation to promoting the specific events within the scope of this agreement.
6. Miscellaneous

1. The parties agree to indemnify, defend and hold each other harmless from and against any and all claims arising out of or related to the actions and/or omissions of its employees' or agents': and/or any participating food truck and their employees' or agents' use of, or activities in and around, the event, except to the extent that such claims arise from the negligence or intentional misconduct of either party or any of their employees, representatives, or agents thereof.
2. This Agreement constitutes the entire understanding between the parties pertaining to Temescal Nights. It supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless mutually agreed upon.

Signature: _____

Signature: _____

Date: _____

Date: _____

Shifra de Benedictis-Kessner
Executive Director, TTBD

Ken Stuckey
Founder, Food Truck Culture