

**STRATHCONA COUNTY
Food Trucks Parking Areas Licence Agreement**

This licence agreement ("Agreement") sets out the terms and conditions under which you ("User") may occupy and use the Food Trucks Parking Areas owned by Strathcona County ("County").

Legal Entity Name:		
User/Operating Name:		
User Representative:		
User Address:		
User Phone Number:		
User Email:		
User Food Truck	Make:	
	Model:	
	Year:	
	Colour:	
	Licence Plate:	
County Representative:		
County Representative Phone #:		
County Representative Email:		

NOW THEREFORE for the mutual benefits derived by the parties from this Agreement, the receipt and sufficiency of which is agreed and acknowledged by the parties, the parties agree as follows:

1. Definitions and Schedules

a. **Definitions:** In this Agreement:

- i. "Food Truck" means the food truck of the User that is identified in the above chart for the purposes of providing food and beverage services for **human** consumption only; and
- ii. "Food Trucks Parking Areas" means the food trucks parking areas identified on each of the schedules to this Agreement, and "Food Trucks Parking Area" means any one of them.

b. **Schedule:** The following schedules are attached to and form part of this Agreement:

- i. Schedule "A" – Strathcona Athletic Park;
- ii. Schedule "B" – Emerald Hills; and
- iii. Schedule "C" – Salisbury Highschool
- iv. Schedule "D" – Deermound Off Leash Park

2. Non-Exclusive Licence of Food Trucks Parking Areas and Term

- a. **Non-Exclusive Licence:** Provided the User complies with the terms of this Agreement, the County grants to the User the non-exclusive right to access and use the Food Trucks Parking Areas on the terms set out in this Agreement.
- b. **Fee:** The User must pay a licence fee in the amount of \$75.00 plus GST to the County upon execution of this Agreement.
- c. **Term:** The term of this Agreement commences as of the date of the signature of the County on this Agreement and continues until September 30, 2023, unless terminated earlier pursuant to this Agreement.
- d. **Exclusions:** The use of the Food Truck Parking Areas is not permitted during any special events hosted by the County or any other private bookings, including but not limited to, Canada Day celebrations, Highland Games, Raven Event, sporting events and festivals.
- e. **"As is":** The Food Trucks Parking Areas are accessed and used by the User on a strictly "as is" basis, at its own risk, with all faults and imperfections whatsoever.
- f. **Notices:** Notices or other correspondence between the parties must be addressed to the contact information appearing above. A party may change its contact information by notifying the other party in writing of the change.

3. Use of Food Trucks Parking Areas

- a. **Use:** The User must use the Food Trucks Parking Areas only for the purposes of operating the Food Truck. For clarity the User may only access and use one Food Trucks Parking Area at a time on any day of the term of this Agreement.
- b. **Multiple Users:** The User acknowledges that more than one food truck may occupy a Food Trucks Parking Area at the same time. The User must access and use the Food Trucks Parking Areas in a manner that is courteous to such other food trucks, that maintains the distances between food trucks as required by this Agreement, and that allows for the maximum number of food trucks to occupy a Food Trucks Parking Area at the same time in accordance with this Agreement.
- c. **Operating Hours:** The User must use the Food Trucks Parking Areas only during the operating hours of for such Food Trucks Parking Areas as identified on the schedules to this Agreement. Additional hours may be considered upon request by the User and at the sole discretion of the County. **The User must comply with the special conditions within the respective schedules forming part of the Licence Agreement.**
- d. **Condition of Food Trucks Parking Areas:** While accessing and using a Food Trucks Parking Area the User must ensure such Food Trucks Parking Area is kept in a clean and tidy condition. When leaving a Food Trucks Parking Area, the User must ensure that such Food Trucks Parking Area is in a clean and tidy condition, that it is free of debris, and that it is restored to the condition it was in immediately before the User commenced its use of that Food Trucks Parking Area on that same day.
- e. **Refuse:** While using a Food Trucks Parking Area, the User must provide refuse receptacles for all customers to discard any waste from the product sold. The User must collect and dispose of any refuse produced directly or indirectly by the User's use of the Food Trucks Parking Area, and shall take such refuse away for disposal when leaving such Food Trucks Parking Area.

- f. **No Fixtures or Improvements:** The User will not install any fixtures or improvements at the Food Trucks Parking Areas.
- g. **Copy of Agreement in Food Truck:** While accessing and using a Food Trucks Parking Area the User must ensure that a paper or electronic copy of this Agreement is kept within the Food Truck and must be presented upon request to any County employees or officials. Failure to provide this Agreement will result in the removal from the Food Trucks Parking Area, and issuance of a ticket.
- h. **Hazardous Material:** The User must not bring into the Food Trucks Parking Areas any material, substance, equipment, container or object which may endanger the life of or cause bodily injury to any person or which may cause damage to any property.
- i. **Compliance:** The User must ensure that its use of the Food Trucks Parking Areas complies with all applicable municipal, provincial and federal bylaws, regulations and statutes, and the User must comply with any directions from the County with respect to the User's use of the Food Trucks Parking Areas. Without limiting the generality of the foregoing, when applicable the User must have a current and valid food handling permit issued by Alberta Health Services and an annual fire inspection must be conducted by Strathcona County Emergency Services and must present same upon request by the County.
- j. **Miscellaneous:** The User will:
 - i. not actively solicit or harass persons within a Food Trucks Parking Area;
 - ii. not sell to customers in vehicles within or adjacent to a Food Trucks Parking Area; and
 - iii. abide by all applicable health safety recommendations, directives, and orders from Alberta Public Health authorities. Without limiting the generality of the foregoing, the User will ensure that it and any person for whom the User is legally responsible do not attend at the Food Trucks Parking Area if doing so would be inconsistent with health safety recommendations, directives, or orders from Alberta Public Health Authorities.

4. Damage

The User is responsible for any damage to the Food Trucks Parking Areas caused by the User, a guest or invitee of the User, or any other person for whom the User is legally responsible.

5. Destruction

If any of the Food Trucks Parking Areas are destroyed or rendered unusable in the opinion of the County during the term of this Agreement that makes the fulfillment of this Agreement impossible, then such Food Trucks Parking Area(s) are removed from this Agreement and the User waives the right to any claims against the County.

6. Default and Termination

- a. Either party may terminate this Agreement by providing 15 days written notice of termination to the other party.
- b. If the User fails to fulfill a term of this Agreement, the County may notify the User in writing of the breach and require the User to remedy the breach within 5 days of receiving the notice. If the User fails to remedy the breach within the time specified, the County may upon written notice to the User, immediately terminate this Agreement.
- c. In addition to its rights in the sections above, the County may immediately terminate this Agreement upon written notice if any one or more of the following events occur:
 - i. the User goes bankrupt or makes assignment in bankruptcy, whether voluntary or involuntary, for the benefit of its creditors;

- ii. if an incorporated entity, the User is struck from the Corporate Registry;
- iii. the County determines that the use of the Food Trucks Parking Areas by the User is not or may not be in conformance with health safety recommendations, directives, or orders from Alberta Public Health Authorities or is otherwise not advisable in order to ensure health and safety of all persons.

7. Insurance

- a. The User must, at its sole cost and expense and with insurers permitted to conduct insurance business in Alberta, take out and keep in full force and effect, commercial general liability insurance on a per occurrence basis for third party bodily injury, personal injury, and property damage, to an all-inclusive limit of not less than \$2,000,000.00 per occurrence. Such policy must include:
 - i. the County, including its elected officials, officers, employees, and agents, named as additional insured as their interest may appear;
 - ii. cross-liability or severability of interests clause;
 - iii. waiver of any subrogation rights which the User's insurer may have against the County or any person with a leasehold interest in any Food Trucks Parking Area;
 - iv. 30 day written notice to the County of cancellation or termination; and
 - v. Clause stating that the User's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the County or any person with a leasehold interest in any Food Trucks Parking Area.
- b. Upon request by the County, the User shall provide a certificate of insurance evidencing the insurance required by this Agreement to the satisfaction of the County.
- c. Obtaining the insurance required by this Agreement in no way limits or restricts the liability of the User under this Agreement.

8. Indemnity

The User indemnifies the County, its elected officials, officers, employees and agents and saves each harmless from and against any and all claims, actions, damages, liabilities and expenses (including professional fees and legal fees on a solicitor and own client basis), in connection with loss of life, personal injury, damage to property, or any other loss or injury whatsoever arising directly or indirectly from or out of the occupancy or use by the User of the Food Trucks Parking Areas occasioned wholly or in part by any act or omission of the User, its officers, agents, contractors, employees, permitted assignees, licensees, any other person for whom the User is legally responsible, or by anyone permitted by the User to be in the Food Trucks Parking Areas. This section shall survive the expiration or termination of this Agreement.

9. General

- a. **Assignment:** The User must not assign this Agreement or any rights or sublicense under this Agreement or share all or any part of the Food Trucks Parking Areas without the prior written approval from the County. This Agreement is binding upon the User and any permitted assignees.
- b. **Corporate Search:** The User must provide a current Corporate Search.
- c. **Law:** This Agreement is governed by the laws of Alberta, and the parties hereby attorn to the jurisdiction of the Courts of Alberta.

- d. **Entire Agreement:** This Agreement is the entire agreement between the User and the County and this Agreement may not be modified except by in writing signed by the County and the User.

By signing this Agreement, the User acknowledges having read and understanding the terms and conditions for use of the Food Trucks Parking Areas, and understands that this Agreement is binding on the User.

The parties have signed this Agreement by their duly authorized representatives as follows:

Per:	STRATHCONA COUNTY
_____ Signature	_____ Signature
_____ Name	_____ Name Director, Planning and Development Services
_____ Title	_____ Title
I/we have the authority to bind the User.	Date: _____

SCHEDULE "A"

Strathcona Athletic Park

Hours of Operation

June through September: Daily between 4:30 pm and 9:30 pm subject to Sections 2. d) and by calling Recreation, Parks and Culture at 780.467.2211 Monday to Friday between 8:30am and 4:30pm to confirm that the Food Truck Parking Areas are available prior to use.



SCHEDULE "B"

Emerald Hills

Hours of Operation

June through September: Friday's only between 4:30 pm and 9:30 pm subject to Sections 2. d) and by receiving an email confirmation regarding the availability from Recreation, Parks and Culture eight (8) days prior to use.

For any other dates the User must contact the County by calling Recreation, Parks and Culture at 780.467.2211 Monday to Friday between 8:30am and 4:30pm to confirm that the Food Truck Parking Areas are available. (please note parking lot is not available in June, August, and September during school hours)

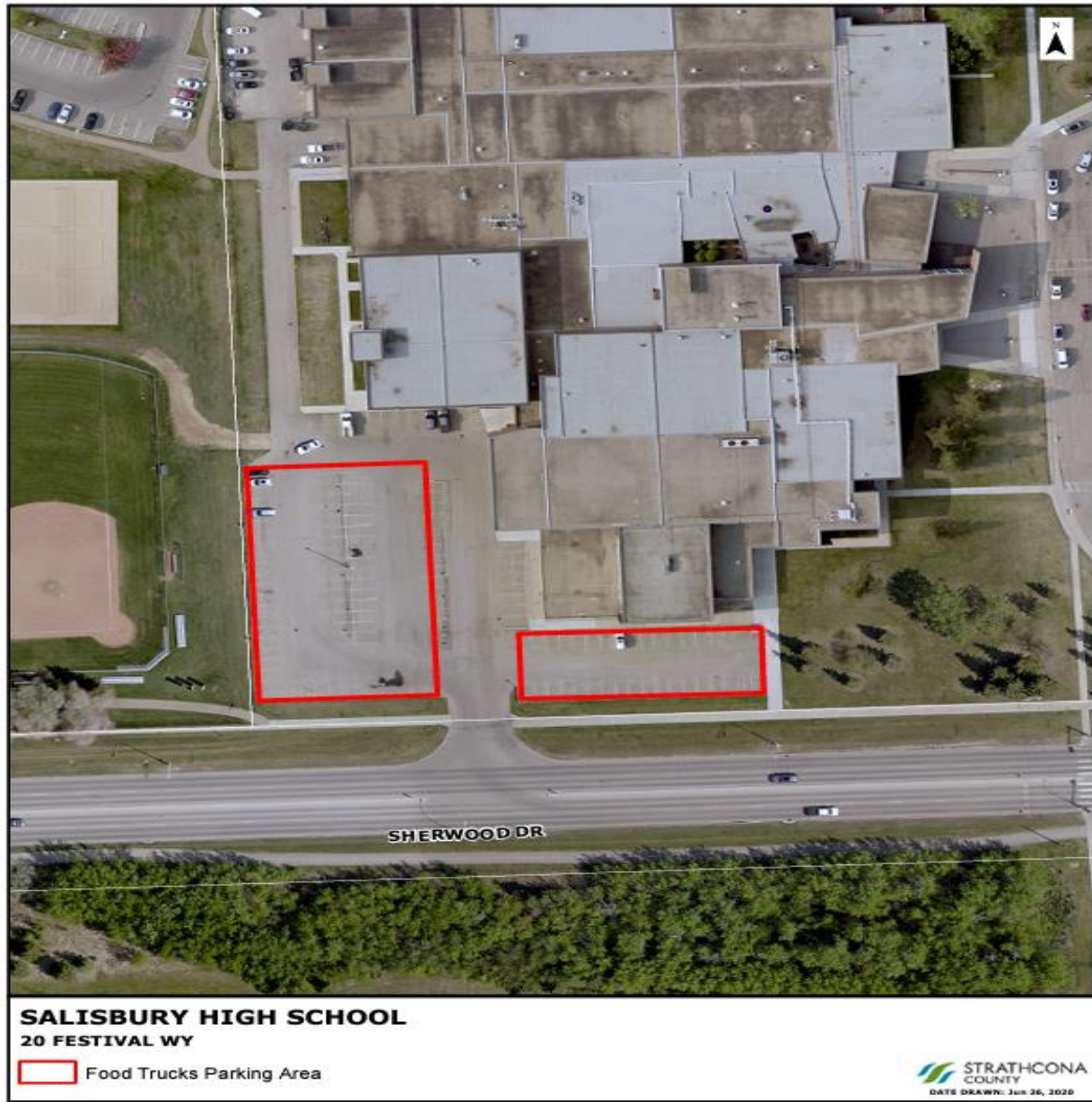


SCHEDULE "C"

Salisbury Highschool

Hours of Operation

July and August: Daily between 4:30 pm and 9:30 pm subject to Sections 2. d) and by calling Recreation, Parks and Culture at 780.467.2211 Monday to Friday between 8:30am and 4:30pm to confirm that the Food Truck Parking Areas are available prior to use.



SCHEDULE "D"

Deermound Off Leash Park

Hours of Operation

Tuesday – 10:00 am until 7:00 pm

Wednesday – 10:00 am until 7:00 pm

Thursday – 10:00 am until 7:00 pm

Only one User is permitted on site at one time. Access to this site is on a “first-come” basis.

