

# FOOD TRUCK SPACE RENTAL AGREEMENT

This FOOD TRUCK SPACE RENTAL AGREEMENT (Agreement) is entered into by and between **Dorchester Heritage Center, Inc.** (DHC), with its principal business address located at 101 Ridge Street Saint George, South Carolina 29477, and \_\_\_\_\_ (Vendor), with its principal business/ mailing address located at \_\_\_\_\_, for the purpose of establishing the terms and conditions by which Vendor can lease time and space to sell food on DHC's Ridgeville, SC property.

In consideration of the mutual covenants set forth below, the parties agree as follows:

1. **Term of the Agreement:** Upon complete execution by both parties and with all necessary documentation supplied pursuant to Section 3 of this Agreement, the term of this Agreement (Term) shall begin and extend through the current calendar year. A new agreement is required for each successive calendar year unless terminated earlier pursuant to Section 2 of this Agreement.
2. **Termination of this Agreement:** DHC may terminate this Agreement prior to the end of the Term, with or without cause, at DHC's sole discretion. If DHC terminates this Agreement prior to the conclusion of the Term, any pre-paid rental fees shall be prorated by DHC, and Vendor shall be reimbursed for those scheduled hours remaining.
3. **Vendor Documentation:** Vendor shall provide DHC with true and correct copies of any business documentation required by law or requested by DHC, including but not limited to: business licenses, permits, DHEC certification and insurance.
4. **Rental Fees:** All rental fees are subject to change within the Term, at the sole discretion of DHC. Current rates shall be published at the time of scheduling and pre-paid at that time, using one of the designated online payment systems. Rental fees, once paid, are not refundable except:
  - a. In the event Vendor provides DHC with notice of cancellation a minimum of 48-hours prior to any previously schedule day/time of business operation;
  - b. In the event DHC cancels a previously scheduled day/time of business operation pursuant to Section 5d of this Agreement.
  - c. In the event DHC terminates this Agreement as provided in Section 2 above.
5. **Food Truck Space Utilization and Standards.**
  - a. DHC will assign Vendor a parking space or area at the time of each scheduling, to be accessed only via the route(s) designated by DHC. Vendor shall not otherwise be on DHC's premises.
  - b. These parking assignments will be limited to within a specifically marked area (Food Court) in a portion of the open meadow (*front part of the greater 81-acre tract of land owned by DHC, extending from Highway 78 back to the first tree line*). Due to ground conditions and other factors, DHC makes no representation at this time that its land, other than the Food Court area in the front meadow and the designated access to it, is safe for entry. Therefore, Vendor shall not by word or deed invite or encourage its employees, customers, suppliers, or other invitees to venture on DHC's land outside said Food Court and designated access.)
  - c. **Exclusive use of Parking Space or Area:** Vendor shall not transfer, assign, sublet, or otherwise share it's space without prior written approval of DHC.
  - d. **Scheduling Conditional During Events:** DHC intends that most of the open meadow be kept open and undeveloped, so that events from time to time, sponsored or approved by it, can be held there. *Some examples: exhibitions, craft fairs, reenactments, car shows, tractor and farm equipment (especially antique) other displays and public celebrations.* If the presence of any food truck is determined by DHC to be inappropriate for any event, Vendor may not be present during such time(s) and DHC reserves the right to cancel Vendor's previously scheduled days and times of business operation for this purpose.
  - e. **Display:** DHC has the final say on how an assigned parking space or area is used and Vendor's food truck presents to the general public.

- f. **Utilization of Personal Property:** Vendor may place tables, chairs or other items of personal property within the perimeter or “footprint” of Vendor’s assigned parking space or area only. Vendor shall not utilize any other space or area on DHC’s premises for this purpose without DHC’s prior, written consent. Additionally, Vendor shall have all its property removed by the end of each scheduled time of operation, unless prior written approval is given by DHC.
- g. **Responsibility for Garbage:** From time to time during its hours of operation and upon the close of operation for the day, Vendor shall clean up any garbage on its assigned parking space, area or beyond, which originated from its operation. Garbage shall then be removed from the premises by Vendor at the close of operation for the day.

**6. Risk & Indemnification:**

- a. **Risk of Harm:** The risk of damage, injury or other loss (Harm) to Vendor, its property, employees, customers, suppliers, other invitees and to the property of all of them, shall be Vendor’s risk to bear unless such Harm was caused solely by the act or willful neglect of DHC.
- b. **Indemnity:** In addition, Vendor and its owner(s), if it is not a sole proprietorship or partnership, shall indemnify and hold harmless DHC from Harm and claims of Harm by and from itself and all such people. Additionally, Vendor shall bear the expense of DHC’s defending against any and all claims as described above.
- c. **Insurance:** Vendor shall procure and keep in force, at its expense, insurance coverage (so-called “public” or “general” liability coverage) against any risk as described above. DHC shall be named as an additional insured party on such policy.

**7. Video and Photography Release:** Vendor hereby grants to DHC the irrevocable and unlimited right and permission to use photographs and/or video recordings of Vendor’s food truck business operation on each of DHC’s social media and other internet properties, promotional flyers, marketing materials, derivative works, or for any other similar purpose, without compensation or permission from Vendor. Vendor hereby releases, acquits and forever discharges DHC from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation.

**8. Miscellaneous:** This Agreement constitutes the entire agreement between the parties and no other agreements, oral or written, are binding upon the parties. This Agreement may only be modified by written agreement signed by both parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement shall be governed by, and construed in accordance with laws of the state of South Carolina, and the venue for all disputes arising under this Agreement shall be in the courts of Dorchester County, SC. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be bound thereby as of the date of the last party to sign.

\_\_\_\_\_  
Phyllis Hughes, Dorchester Heritage Center President  
**OR**

\_\_\_\_\_  
William Blakely, Dorchester Heritage Center Secretary/Treasurer

For (Vendor Name): \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_