



“Protect the Lodge, Protect the Mission”

FOOD TRUCK SPACE RENTAL AGREEMENT

This FOOD TRUCK SPACE RENTAL AGREEMENT (the “Agreement”) is entered into on this __ day of _____, 20__ (the “Effective Date”) by and between _____ (the “Renter”), with its principal business/ mailing address located at _____ and _____ (the “Lodge”) with its principal business address located at _____. Each party is individually referred to as a “Party” and collectively as the “Parties”.

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth in this Agreement, and with the intent to be legally bound, the Parties agree as follows:

1. **Term of the Agreement.** This Agreement shall not become effective until both Parties execute this Agreement and the Renter provides insurance documents pursuant to Section 5 below. **OPTION ONE:** The term of this Agreement shall be from _____ to _____ unless terminated earlier pursuant to Section 3 of this Agreement. **OPTION TWO:** This Agreement shall not become effective until both Parties execute this Agreement and the Renter provides insurance documents pursuant to Section 5 below. This term of this Agreement is for _____ event (the “Event”), held on _____, for the hours of _____ to _____ unless terminated earlier pursuant to Section 3 of this Agreement.

2. **Rental Fee. OPTION ONE:** Rent for the food truck space is _____ per month. Rent is due on the first of every month. Rent for any partial month will be pro rated by the number of days the Renter rents the food truck space from the Lodge. **OPTION TWO:** The rental fee for the food truck space for the Event is _____.

3. **Termination of this Agreement.** Either party may terminate this Agreement by providing the other party with thirty days written notice of termination. Notwithstanding the foregoing, Lodge may immediately terminate this Agreement if the Renter fails satisfy the requirements outlined in Section 5 below.

1. **Food Truck Space, Merchandise, & Display Standards.** Lodge shall, in its sole discretion, provide a food truck parking space to the Renter. Renter has, in its sole discretion, final say on how the space is used and how the Renter’s food truck presents to the general public. Renters are required to provide their own connections, including adapters, for the permanent power provided by Lodge. Under no circumstances shall Renter operate any generators. Lodge reserves the right to change Renter’s parking space without notice to Renter or prior consent from Renter at any time. Renter shall not affix any personal property to Lodge’s property without the Lodge’s prior written consent. Renter shall not sell anything other than food, including but not necessarily limited to alcohol or merchandise. Renter shall be considerate of other renter, the Lodge, and all licensees and invitees of Lodge. Renter agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory to the Lodge. Renter shall not transfer, assign, sublet, or share any food truck parking space owned by Lodge without written approval from Lodge and any such attempt to do so without written approval from the Lodge is automatically void.

2. **Renter Documentation and Compliance with Laws.** To the extent that Lodge requests and requires documentation from Renter, Renter shall provide Lodge with true and correct copies of any required documentation, including but not limited to, business licenses, permits, sales tax certificates, certificates of authority, certificates of insurance (including endorsements listing Lodge/Lodge as an additional insured), and/or applicable waivers. Certificate



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of Insurance shows: Commercial Auto Liability Insurance Limit of \$1,000,000, General Liability Insurance Limit of \$1,000,000 and Product Liability Insurance Limit of \$1,000,000. Further, Renter shall, at all times during the Term, comply (and shall cause its employees, agents, visitors to comply) with all laws, codes, statues, ordinances, and regulations applicable to this Agreement and Renter’s use of the food truck parking space.

3. **Indemnification.** The Renter agrees to defend, indemnify and hold harmless the Lodge, its employees, its members, its agents, its officers, and its affiliates from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all demands, claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Renter, its officials, agents and employees and subcontractors in the performance of this Agreement. The Renter shall, at its sole cost and expense, appear, defend and pay all attorneys’ fees and, other costs and expenses arising under this Section 6. In addition, if any judgment shall be rendered against the Lodge in any such action, Renter shall, at its sole cost and expense, satisfy and discharge such obligation of the Lodge. Lodge shall have the right, at its own expense, to participate in the defense of any suit, without relieving Renter of any of its obligations under this Section 6. Lodge retains final approval of any and all settlements or legal strategies which involve the interest of Lodge. The indemnities set forth in this Section 6 shall survive the expiration or termination of this Agreement.

4. **Assumption of Risk.** Renter acknowledges and agrees that by use of the food truck parking space, Renter assumes all risk of loss or damage to property, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or willful conduct of Lodge. Renter releases Lodge, its employees, its members, its agents, its officers, and it affiliates from and against any and all of Renter’s claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury.

5. **Limitation of Liability.** In no event shall Lodge be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent the Renter maintains any claim against the Lodge, the Renter shall look solely to the Lodge’s leasehold interest in the parking lot where the Renter rents the food truck parking lot space.

6. **Video and Photography Release.** Renter grants to Lodge the irrevocable and unlimited right and permission to use photographs and/or video recordings of Renter’s food truck on Lodge’s social medial and other internet properties, publications, promotional flyers, marketing materials, or for any other similar purpose without compensation or permission from Renter. Renter releases, acquits and forever discharges Lodge 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. Renter warrants that each of its employees, agents, and subcontractors is eighteen (18) years of age or older.

7. **Choice of Law, Jurisdiction, and Venue.** This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of _____ without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction and venue of any state or federal Court sitting in _____ County, state of _____, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and



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irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction and venue of such courts.

8. **Severability.** In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the Parties agree such particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

9. **No Waiver.** No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

10. **Entire Agreement, Amendment, and Construction.** The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the Parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by all the Parties. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11. **Counterparts and Signatures.** 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 have executed this Agreement and intend to be bound as of the Effective date stated above.

LODGE #

RENTER

(President’s Signature)

(Signature/Title)

Print: _____

Print: _____

Date: _____

Date: _____

(Administrator’s Signature)

(Signature/Title)

Print: _____

Print: _____

Date: _____

Date: _____