



ST. CHARLES PARKS AND RECREATION BOARD FOOD TRUCK VENDOR FOR “PUBLIC USE” POLICY

The St. Charles Parks and Recreation Department (the “**Department**”) of the City of St. Charles, Missouri (the “**City**”), operates and maintains public park facilities at various locations throughout the City. Food Truck Vendors are welcomed to operate in the City’s Parks in accordance with this Food Truck Vendor For “Public Use” Policy.

The purpose of this policy is to regulate and control the locations, days and available times for Food Truck Vendors to operate in the City’s Parks for the general public’s benefit and enjoyment. Furthermore, this policy sets forth standards expected of Food Truck Vendors which are consistent with the level of service expected from the City’s Parks system as a whole, while offering beneficial amenities for the citizens of the City and park users. A Food Truck Vendor is defined as a person or company offering for sale prepared meals or ready-to-eat food that is prepared and contained within a Mobile Food Vehicle, sometimes referred to as a “food truck” and/or a “mobile food service facility”. The person/group reserving the space and time to provide food truck service is hereinafter a “**Vendor**”.

1. Modifications

The Department’s Director, or such Director’s designee, is granted the right to modify or waive any policy provision or fee as it deems necessary and in the best interest of the City, subject to all applicable laws.

2. Availability

Vendor must possess a permit to operate a food truck in the City’s Parks, issued upon completion of the Food Truck Vendor Application procedures, below. Vendor shall operate only within a park area on the dates and times specified in a permit, unless prior written authorization is given. Department may impose additional reasonable limits on operation times. All available times for operation of a food truck will be between April 15th and October 31st of each year.

3. Application/Permit Procedures

- a. Vendor must submit to the Department a completed application, a photo of the food truck, and proof of a current and valid Mobile Food Unit License from the St. Charles County Health Department. Vendor must be in compliance with the Fire Code and any business license requirements, and current with its City Tourism Tax obligations. An administration fee will also be due at the time of submission. Incomplete applications could result in the denial of the permit request. Upon the approval of an application, Vendor is eligible to sign up for individual permits for the season.
- b. Vendor must submit to the Department a Certificate of Insurance as required by the City and the Parks and Recreation Board, naming the City as additional insured and with appropriate coverage and language as outlined below. The Certificate must be submitted at least 30 days prior to the first scheduled day and time of operation within a City park.

- c. Permits for scheduled selling periods and spaces in any City Park (or “**time slots**”) will be made available for sign up on the Department’s website or may be obtained by calling the Department’s Administration Office. Vendors are limited to six (6) pre-reserved time slots per calendar month. In the event of open time slots, the same will be made available to a Vendor on a first come first served basis a week prior regardless if Vendor has reached the maximum time slots for the month.
- d. Department will use website and social media platforms to advertise weekly schedules for food truck services under this policy. All other advertising is the responsibility of Vendor.

4. **Inclement Weather/Cancellations/Refunds**

Department reserves the right to postpone, cancel or delay Vendor scheduled service. If inclement weather is pending and Vendor desires to cancel a scheduled service, Vendor must contact Department to cancel one (1) day prior to the scheduled date/time. If the scheduled date/time is for a Single Permit, a full refund is available. For Monthly and Yearly Permits, refunds may be available if dates cannot be rescheduled at the discretion of the Department’s designee. If Vendor needs to cancel for other reasons, refunds are not guaranteed and will be given at the discretion of the Department’s designee. If Vendor service has been started, it is the responsibility of Vendor to cancel or delay the same for the safety of the participants and to maintain acceptable conditions of the space.

5. **Permit Use Regulations**

- a. Vendor shall take all steps necessary to ensure sanitation of its equipment, neat appearance of its service unit and equipment, and the safety of food offered by Vendor in accordance with St. Charles County Health Department guidelines. Vendor shall not leave the mobile food service facility unattended. When the mobile food service facility is in motion, Vendor shall be mindful of vehicular and pedestrian traffic at the service location.
- b. Vendor may offer for sale food and non-alcoholic beverages only. Vendors are not authorized to sell services, merchandise, alcohol, tobacco or souvenirs.
- c. Vendor shall be responsible for the collection, reporting and payment of all local, state and federal taxes related to product sold.
- d. Vendor shall dispense all beverages and liquids in cans or paper/plastic cups. No glass bottles or containers shall be served to customers in the park.
- e. Trash receptacles are provided for park patrons; they are not to be used by Vendor for its clean-up activities. Department may charge, and Vendor shall pay, a reasonable fee for costs incurred by Department as a result of Vendor’s failure to clean up its reserved space as specified herein.
- f. Vendor is responsible for Vendor’s own set-up and complete clean-up after each service. Apparatus or equipment may not be located or stored at a park facility unless prior written approval has been given by Department for the use and location of such equipment.
- g. Vendor shall arrive no earlier than one (1) hour before scheduled service time and must vacate no later than one (1) hour after the scheduled end of service.
- h. Department may revoke any permit granted if it is determined that the application for the permit contained any misrepresentation or false statement, that the park space is being used for an activity other than as permitted, that any condition set forth in this policy or any other applicable City Parks policy is not being complied with, or that the safety of the participants in the activities of Vendor or other patrons/visitors is endangered by the continuation of Vendor’s service or related activity.
- i. Vendor and its employees shall not discriminate against any employee, patron, visitor, attendee or customer because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status, sexual orientation, or other protected status.
- j. Vendor will not sublet the assigned space or allow the rights granted to it under a permit to be used by others.
- k. Vendor’s food truck or other vehicles may not be driven or parked on grass surfaces, sidewalks, service drives or emergency zones. Only parking lots may be used for loading and unloading.

- l. Food truck generators must comply with local noise level regulations ensuring minimal disturbance to residents and visitors. See, City Code of Ordinances, Chapter 230.
- m. Vendor will cooperate with all requests made by staff members of the City and/or Department.
- n. Vendor shall operate in such a manner as to conform to all applicable federal, state, county and municipal laws, ordinances and codes.

6. **Insurance**

Waiver of Liability: Vendor retains sole responsibility for its food products and service throughout any and all permitted time slots. Vendor shall release, indemnify, defend and hold harmless City, its elected and appointed officials, successors, assigns, legal representatives, officers, employees and agents, and the Parks and Recreation Board (collectively, “indemnities”) for, from and against any and all claims, liabilities, cost damages, losses, causes of action, suits, demands, judgments and expenses (including, without limitation, court costs, attorneys’ fees and costs of investigation or otherwise) (collectively “liabilities”) of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) personal injury, merchandise loss or property damage of any kind whatsoever resulting from or connected to the operation of Vendor’s food truck.

Liability Insurance Requirements: Vendor shall maintain insurance coverage at all times Vendor provides food truck services in the City’s Parks in the amounts as follows: Category II, Medium Risk Activities or Events: Commercial General Liability policy limit of at least \$2,000,000 per occurrence and \$450,000 for any one person in a single accident of occurrence is required.

Certificate of Insurance and Endorsement Requirements: Vendor shall provide a Certificate of Insurance and Additional Insured Endorsement to the Department’s Administration Office in the form and required amount stated herein at least thirty (30) days before the date of Vendor’s first reserved time slot or Vendor will not be allowed to provide its food truck service in the City’s Parks. A Certificate of Insurance and Additional Insured Endorsement can be obtained from your insurance broker.

The Certificate of Insurance must name the City of St. Charles, Missouri as:

1. the **certificate holder** with the correct address of the City as: “City of Saint Charles, 200 North Second Street, St. Charles, Missouri, 63301;”

AND

2. an **additional primary insured**, and include substantially the following words on the Certificate in the description line with name of the activity/event and date: “This insurance is primary to the insurance coverage of the City of St. Charles, Missouri which shall be non-contributory.”

Such insurance must also provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days’ advance written notice to the City. In addition, nothing herein shall be construed to be a waiver of the City’s sovereign immunity.



Food Truck Vendor Application

To be permitted to operate in St. Charles City Parks, you must complete this form and meet all requirements.

APPLICANT INFORMATION

Legal Company/Vendor Name: _____ (“Vendor”)

Doing Business As: _____

Contact Name: _____

Telephone Number: _____ Email Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Type of Service Vehicle: _____

Do you have proper permits through the St. Charles County Health Department? _____

Are you up to date on your City of St. Charles Tourism Tax? _____

Have you complied with Fire Code and business license requirements? _____

By signing this application form, Vendor acknowledges it has received, read and understands the Food Truck Vendor For “Public Use” Policy and, further, agrees to all fees applicable to the use of St. Charles Parks and Recreation Department Property. Falsification of information submitted in this application or misuse of Park Property may result in rejection or termination of this application or future applications.

By signing this application form, Vendor certifies the accuracy of the information contained herein and further agrees to all terms and conditions of the St. Charles Parks and Recreation Board Food Truck Vendor For “Public Use” Policy which are incorporated herein as if fully set forth.

Signature of Applicant: _____ Date: _____

Fee Schedule

Fee	Amount	Due
Yearly Administration Fee	\$30	Upon Application Processing
Monthly Permit Fee	\$100	At Time of Registration
Yearly Permit Fee	\$500	At Time of Registration
Single Permit Fee	\$50	At Time of Registration

***Available Reservation Locations with Dates and Times**

Park	Dates Available	Time
Jaycee Park	April 15 to October 31 Saturdays and Sundays only	11:00 am to 3:00 pm
Blanchette Park	May 28 to August 30 Monday through Friday	12:00 pm to 4:00 pm
Wapelhorst Park	May 28 to August 30 Monday through Friday	12:00 pm to 4:00 pm
McNair Park	May 28 to August 30 Monday through Friday	12:00 pm to 4:00 pm

*Other locations, dates and times may be available upon request

*Subject to Change