

**THE CREAMERY  
FOOD TRUCK VENDOR APPLICATION**

Vendor/Applicant Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (Day): \_\_\_\_\_ Phone (Evening): \_\_\_\_\_

Email Address: \_\_\_\_\_

Social Media Accounts: \_\_\_\_\_

**Food Truck Vending Hours\***

Thursdays 5pm – 10pm  
Fridays 4-Midnight  
Saturdays 1pm – Midnight  
Sundays 2– 7pm

\*In the case of inclement weather, The Creamery may choose to open late or close early.

**Dates Available**

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

**Vending Space Rental Fees and Payment Options**

Rental fees are set at 10% of your overall business. This way, your fee is relative to the success of your truck on-site. A site manager will review your end of day report, including sales prior to you departing The Creamery.

Cash payments should be handed directly to the Operations Manager at the end of your vending time.

Electrical hook-up fee: \$25 per reservation [Electrical hookups must be mentioned/approved, prior to your visit at The Creamery].

Is an electrical hook-up required for your food truck to operate at The Creamery?  Yes  No

If payments are not handed directly to the Operations Manager, check payments should be made payable to Creamery on Birch, LLC and mailed to the following address:

Creamery on Birch, LLC  
Attn: Accounts Payable Department  
235 Whitehorse Lane, Ste. 200  
Kennett Square, PA 19348

### **Reservation Confirmation**

A space will be reserved at The Creamery upon receipt of :

- a signed copy of this document, the Food Truck Vendor Application,
- a copy of the Vendor's Chester County Health Department License,
- a Certificate of Insurance naming Creamery on Birch, LLC as an additional insured.

\*If you do not have a Chester County Health Department License, please visit

<http://www.chesco.org/2652/Temporary-Events> and fill out the **Online Form** to receive a Temporary License. For an Annual License, please visit <http://www.chesco.org/886/Eating-Drinking-Establishment>.

### **Cancellation & Weather Info**

Failure to arrive on the day/time that you have reserved a space at The Creamery may result in the cancellation of any other dates you have scheduled to vend at The Creamery. Failure to arrive for your first time at The Creamery, you will not be asked to return/reserve another date.

The Creamery reserves the right to cancel a reservation due to inclement weather, Acts of God and/or any situation that threatens the safety of others. If your reservation is not cancelled, The Creamery fully expects that you will arrive and stay to vend during the agreed-upon hours. For all other circumstances, The Creamery reserves the right to cancel within 5 days prior to the reservation.

If you are scheduled to vend and it consistently rains/storms for an hour or more of your scheduled vending time, you will receive a 50% discount on your rental fees for the time you were on-site.

### **Food Permit**

All food providers must obtain a Vendor Permit from the Borough of Kennett Square (if necessary), as well as have a valid license to operate a public food service facility from the Chester County Health Department. Information on obtaining a license can be found here: <http://www.chesco.org/886/Eating-Drinking-Establishment>. The Creamery is not responsible for facilitating this permitting process.

### **Preparation**

Vendors at the Creamery commit to being as prepared as possible for the volume of customers that may visit the Creamery during vending hours. Details on expected volume will be provided in advance of your vending date. Additionally, vendors understand that other food trucks may be on site to vend as well to provide food options for customers.

### **Government Regulations**

Vendors are required to comply with all laws regarding relevant permits, licensing and inspections. Proof of compliance must be provided during The Creamery approval process. They must also be available for inspection during operating hours.

The Creamery is not responsible for advising vendors on which laws and regulations apply to their business or activities.

### **Insurance**

Vendor must maintain, at Vendor's sole cost and expense, the following policies of insurance:

- A. Broad Form Commercial General Liability insurance including Products Completed Operations insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Worker's Compensation Insurance in compliance with the laws of the applicable jurisdiction, including Employer's Liability Insurance in an amount not less than \$100,000 each accident, \$500,000 policy limit, and \$100,000 each employee.

Vendor must provide a Certificate of Insurance naming Creamery on Birch, LLC as Additional Insured.

### **Indemnification**

Vendor agrees to indemnify and hold Creamery on Birch, LLC harmless from all claims, losses, expenses and fees including attorney fees, costs, and judgments that may be asserted against Creamery on Birch, LLC that result from acts or omissions of the Vendor and/or their employees, agents, or representatives.

### **Arrival Time**

Trucks are required to arrive and begin setup 1 hour before their reservation start time.

### **Equipment**

Food providers are required to bring their own hygiene management and food preparation equipment. They are responsible for bringing their own potable water in tanks and collecting grey water for removal and proper disposal. They must also be prepared to manage their own payment processing for their customers.

If your truck is abnormally large, please let us know so we can plan your parking spot accordingly.

### **Electrical Needs**

If electricity is needed for the trucks operational use, it must be purchased from The Creamery at the rate of \$25 per event. Vendors are responsible for providing their own extension cords. Generators are discouraged, but if needed should be quiet. Engine idling for electric generator use is prohibited during operational hours. No exhaust fumes of any type will be allowed to be emitted from trucks or generators. Please let us know ahead of time if you need electrical hookups as we have a limited offering for this service.

### **Water**

Running water is not provided by The Creamery. You must supply your own fresh water.

### **Waste Management**

Vendors are responsible for leaving their space in the condition in which it was originally received. All debris, such as boxes, trash, and materials must be removed. The Creamery site must be left clean and tidy throughout the event and at the end of each day. Please bring your own bags for use inside your truck

There is no sewer connection for disposing grey water. All waste water must be stored in tanks and removed from The Creamery site.

### **Music**

The Creamery prohibits the playing of recorded or live music in your space or truck.

### **Business Conduct**

Vendors and their employees must maintain the highest degree of professionalism in their trucks and on The Creamery grounds at all times.

### **Policy Enforcement**

Violation of these policies will result in vendor space reservation being canceled and the vendor being required to leave the Creamery site immediately. No refunds will be issued.

### **No Liability**

Under no circumstances shall The Creamery be liable for any lost profits or incidental, special, indirect, unintended or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of any such lost profits or damages.

The Creamery makes no representation or warranties, expressed or implied, regarding the number of persons who will attend the event or regarding any other matters.

**Vendors should take all possible precautions to protect their own property, including insurance for liability within their vending space.**

Creamery on Birch, LLC is not responsible for stolen or damaged goods while the vendor is at The Creamery. The Creamery is not responsible or liable for any injuries or accidents occurring while the vendor is on The Creamery site, transporting or removing their products.

**The Vendor is responsible for notifying site visitors of potential hazards that could result from their products, i.e. food allergies.**

**Evolving Policies**

The Creamery reserves the right to change these policies at any time, at its discretion.

**Site Information**

We do not have an ATM on site. We recommend accepting debit/credit cards in addition to cash.

**Follow Up**

The Creamery staff will contact you if your application is approved and complete. We will also be in contact to gather more information for cross-promoting your business via our social media channels. It is helpful to provide us with a menu you plan to serve.

**I hereby acknowledge and accept all terms of this vendor application by which will be considered a legal contract between myself (Vendor) and The Creamery, including all rules and regulations and understand that I am legally bound by this agreement.**

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Vendor Signature

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Date Signed

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Printed Vendor Name