



THIS AGREEMENT is executed by the undersigned Food Truck Vendor for the benefit of the Downtown Management District. Food Truck Vendor is participating in the Downtown Food Truck Circus. The DMD desires Food Truck Vendor to participate in the Event and Food Truck Vendor likewise desires to participate in the Event, on the terms set forth in this Agreement.

Food Truck Name: _____

Event Date Available to Participate: Wednesday, April 3, 2024, from 10:00am to 3:00pm.

(set up 2hrs before, tear down 1 hour after the event).

Food Truck Vendor hereby agrees as follows:

FOOD TRUCK DETAILS:

- + Food Truck spaces are \$100.
- + Food Trucks must be compliant with all city regulations.
- + Food Truck Vendors are required to promote event.
- + Food Truck Vendors are responsible for their own setups, tables, chairs, and weather covers.
- + All tents or weather coverings are required to be secured by 25-pound anchors on EACH leg. (NO staking or drilling allowed)
- + The DMD will not carry money change. Food truck Vendors must make arrangements for change.
- + **FOOD TRUCKS MUST HAVE SILENT GENERATORS OR SOUND DAMPENING COVERS.**

TERM OF AGREEMENT:

This Agreement shall remain in effect from the date of its Execution until the completion of the Event, although the indemnification provision set forth below will extend beyond the term.

RELATIONSHIP OF PARTIES:

In connection with the Event, neither party hereto shall be a partner, joint venturer, joint enterprise, co-employer, or agent of the other and shall not bind nor attempt to bind the other party in any way. Food Truck Vendor may not enter into any agreements or incur any debt, obligation, expense, or other liability of any kind binding the DMD without the DMD’s express, prior and written permission. The parties further agree that the DMD is not a licensed provider of alcohol and will have no role and no responsibility in regard to service of alcohol at the Event.

ASSUMPTION OF RISK/ INDEMNIFICATION:

Food Truck Vendor, on its behalf and on behalf of its owners, shareholders, and employees agrees to assume all risk of injury of liability and waive any right of recovery from, or to bring suit against the DMD, its board members, employees, agents, and/or insurers (hereinafter "**Releasees**"), for any personal injury, death, or other consequences arising out of the Food Truck Vendor's participation in the Event. Food Truck Vendor further agrees to indemnify, defend and hold harmless the Releasees from all losses, costs, damages, injuries, liability, claims and causes of action whatsoever, arising out of related to the negligent or intentional acts, errors and omissions of Food Truck Vendor, teams/individuals who participate in the Event, or others related to any injury, harm, damage, including serious bodily injury or death, which occurs during or immediately following the Event or in connection with Food Truck Vendor's participation in the Event under this Agreement. Food Truck Vendor further agrees to release and hold harmless Releasees from any and all claims, liabilities, loses, and expenses of whatever nature, including but not limited to reasonable attorneys' fees and litigation costs and damages, arising out of or resulting from any intentional, grossly negligent, negligent, or other act or omission, of the Releasees in any way connected with or related to the Event.

NO WAIVER OF SOVEREIGN OR STATUTORY IMMUNITY:

The DMD is a Texas municipal management district (a governmental entity) and does not agree to waive, limit, or restrict its immunity to any claims, lawsuits, or damages, including the recovery of attorneys' fees, by entering into this Agreement. The DMD expressly retains its sovereign immunity and/or governmental immunity under the Texas Constitution, state law and common law.

Signed on this ____ day of _____, 2024.

Food Truck Vendor: _____

Name: _____ Title: _____

(I am an authorized agent of Food Truck Vendor)

Phone Number: _____ email: _____

El Paso Downtown Management District

By: 

Joe Gudenrath, Executive Director