

Memorandum of Understanding

WHEREAS, the HAPO Center, hereinafter referred to "HAPO" and the Food Truck/Food Vendor, hereinafter referred to as "Contractor" desire to enter into this Memorandum of Understanding, hereinafter referred to as "M.O.U" for event food services.

NOW, THEREFORE, in consideration of the mutual promises, benefits, terms and conditions contained herein, the parties hereto agree to enter into this M.O.U containing the following terms and conditions.

The CONTRACTOR agrees to:

- Provide all appropriate equipment necessary and labor to set up and tear down food truck or food booth equipment located in or on HAPO Center property.
- Provide all equipment necessary to include all requirements mandated by the Health Department, City of Pasco, Franklin County and HAPO Center.
- Provide HAPO Center with all applicable permits and licenses.
- All food vendors who park in the HAPO Center parking lot are required to choose either a 6-month agreement or 1-year agreement. The fee is \$500.00 per month X 6 months = \$3000.00 or \$500.00 per month X 12 months = \$6000.00.
- Contractors agrees to only set up in approved location outside the building. If at any time, you are found to not be set up in your approved location this agreement is subject to termination at HAPO Center management discretion.
- Contractor agrees to provide at time of signing this MOU, to HAPO Center the days and time that contractor will be open for business.
- Contractor must be open at stated times and days. Any time that contractor is not open for business contractor **MUST REMOVE** their trailer, food cart and all supplies from HAPO Center property. Contractor is **NOT** authorized to store any equipment on HAPO Center property when not open for business.
- Contractor **cannot** be set up on HAPO Center property during events. It is the responsibility of the contractor to know when events are happening and be moved off the HAPO Center property prior to the start of event.
- Contractor is responsible for providing all needed power to run truck or booth.
- The HAPO Center will incur no charges related to food services.
- At no time can contractor show up without prior HAPO Center approval and provide services.

Duration of this agreement:

_____ 6 months

X 12 months

Beginning Date: 2/1/23

Ending Date: 2/1/24

Days and time your Business is open:

MON	<u>X</u>	Time: <u>5am - 9pm</u>
TUE	<u>X</u>	Time: <u> </u>
WED	<u>X</u>	Time: <u> </u>
THUR	<u>X</u>	Time: <u> </u>
FRI	<u>X</u>	Time: <u> </u>
SAT	<u>X</u>	Time: <u> </u>
SUN	<u>X</u>	Time: <u> </u>

HAPO Center agrees to:

- Provide contractor with space to set up food truck or booth on HAPO Center property.
- HAPO center has the right to set up or move food trucks or food booths anywhere on HAPO Center property with or without advanced notice.
- Provide contractor with as much advanced notice of events dates and times as possible.

Crista Kleppner
 HAPO Center Representative
 509-543-2999
Events@hapocenter.com

Date: 2/8/23

Aaron Cantor
 (PRINT Name of CONTRACTOR Representative)

Date: 2/1/23

[Signature]
 (Signature of CONTRACTOR Representative)