

VENDOR RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

City of Carbondale – Alcove Development Property

This Release of Liability and Hold Harmless Agreement ("Agreement") is entered into by and between the undersigned Vendor ("Vendor") and the City of Carbondale, Kansas, and Alcove Development / Mr. Johnson (collectively referred to as "Released Parties").

Event Location:

106 N Topeka, Carbondale, KS 66414

Event Description:

Use of Event Space

1. Assumption of Risk

Vendor acknowledges and understands that participation in the food truck event involves inherent risks, including but not limited to theft, damage to equipment or vehicles, fire, weather-related incidents, accidents, personal injury, and other unforeseen hazards.

Vendor voluntarily assumes all risks associated with participation.

2. Release of Liability

To the fullest extent permitted by law, Vendor hereby releases, waives, and discharges the City of Carbondale, Alcove Development, Mr. Johnson, and their officers, employees, agents, and representatives from any and all claims, liabilities, damages, losses, or expenses arising out of or related to Vendor's participation in the event, including but not limited to claims for property damage, theft, personal injury, or business interruption.

3. Indemnification

Vendor agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, losses, liabilities, and expenses (including attorney's fees) arising out of or resulting from Vendor's participation in the event, including any claims caused in whole or in part by Vendor's actions or negligence.

4. Responsibility for Property

Vendor is solely responsible for the security, condition, and operation of their food truck, equipment, inventory, and personal property. The Released Parties are not responsible for any lost, stolen, or damaged items.

5. Insurance

Vendor agrees to maintain appropriate insurance coverage, including general liability insurance, for participation in the event and shall provide proof of insurance if requested.

6. Fire Safety and Propane Requirements

Vendor agrees to comply with all applicable fire safety regulations and acknowledges full responsibility for the safe operation of all cooking equipment. This includes, but is not limited to:

- Proper use, storage, and securing of propane tanks and fuel sources in accordance with fire code regulations
- Ensuring all propane connections, hoses, and regulators are in safe working condition with no leaks
- Maintaining a currently inspected and operational fire extinguisher rated for grease and electrical fires (minimum Class K and ABC as applicable)
- Keeping fire suppression systems (if applicable) in proper working order
- Maintaining clear access around the food truck for emergency personnel
- Immediately addressing any fire hazards or unsafe conditions

Vendor assumes all liability for any fire, explosion, or hazardous condition resulting from their equipment or operations and agrees that the Released Parties shall not be held responsible for any related damages or injuries.

7. Compliance with Laws

Vendor agrees to comply with all applicable federal, state, and local laws, regulations, permits, and health codes.

8. No Guarantees

Vendor understands that the City makes no guarantees regarding attendance, sales, weather conditions, or event success.

9. Governing Law

This Agreement shall be governed by the laws of the State of Kansas.

10. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, Vendor acknowledges that they have read, understand, and voluntarily agree to the terms of this Release of Liability and Hold Harmless Agreement.

Vendor Name (Business): _____

Vendor Representative Name: _____

Signature: _____

Date: _____

Phone/Email: _____