



## 2019 POLICIES AND PROCEDURES

**THESE POLICIES AND PROCEDURES ARE PRODUCED BY THE CEDAR RAPIDS METRO ECONOMIC ALLIANCE (ECONOMIC ALLIANCE OR EA).**

**THE CEDAR RAPIDS METRO ECONOMIC ALLIANCE RESERVES THE RIGHT TO CHANGE OR ADJUST ANY POLICY IN THIS DOCUMENT AS NECESSARY AT ANY TIME DURING FOOD TRUCK FRIDAYS. SUCH CHANGES ARE EFFECTIVE IMMEDIATELY UPON NOTIFICATION TO VENDORS.**

**FOOD TRUCKS WILL BE NOTIFIED IN WRITING VIA E-MAIL AND/OR POSTAL MAIL REGARDING ANY CHANGES TO THE POLICIES IN THIS DOCUMENT.**

**VIOLATIONS OF THE POLICES CONTAINED IN THIS DOCUMENT COULD RESULT IN THE OFFENDING FOOD TRUCK'S REMOVAL FROM FOOD TRUCK FRIDAYS, PLUS FORFEITURE OF ANY RENTAL STALL FEES PREVIOUSLY PAID BY VENDOR.**

**FOOD TRUCK FRIDAYS IS PRESENTED BY THE CEDAR RAPIDS METRO ECONOMIC ALLIANCE AS PART OF THE ORGANIZATION'S COMMUNITY DEVELOPMENT INITIATIVES.**

### **FOOD TRUCK FRIDAYS STAFF**

Jenn Draper  
*Events Planner*

Elliott Evans  
*Events Intern*

### **ADDRESS**

Cedar Rapids Metro Economic Alliance  
501 First Street SE  
Cedar Rapids, IA 52401

### **OFFICE PHONE**

319/398.5317

### **FAX**

319/398.5228

### **EMAIL**

[events@cedarrapids.org](mailto:events@cedarrapids.org)

### **2019 DATES**

June 7 & 21  
July 12 & 26  
August 9 & 23

### **2019 HOURS OF OPERATION**

11:00 a.m. – 1:00 p.m.

## FOOD TRUCK BUCKS

Food trucks participating in Food Truck Fridays must agree to accept Food Truck Bucks, a limited-scope gift certificate program. Food trucks will accept these certificates and be reimbursed for the value by the Economic Alliance.

Additional details will be provided, and for more information about this contact [events@cedarrapids.org](mailto:events@cedarrapids.org)

## FOOD TRUCK FRIDAYS LOCATION

Food Truck Fridays are located in downtown Cedar Rapids around Greene Square and the Cedar Rapids Public Library. Trucks will park on 4<sup>th</sup> Ave. SE and 5<sup>th</sup> Street SE according to the map below:



## ALTERNATE LOCATIONS

The Economic Alliance reserves the right to move Food Truck Fridays from the specified location to alternate locations to allow for continued vending. Alternate locations may be necessary due to, but not limited to, construction, natural disasters, city regulations, other events, etc. Vendors may choose to vend at the designated alternate site.

## FOOD TRUCK FRIDAYS LEASE FEES

Food Truck Fridays offers one street stall size.

STALL SIZE & DETAILS	DAY LEASE
<b>25 ft. Stall</b> Space allows for food trucks to serve with windows facing Greene Square	\$20.00

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## FINES

### **NO SHOW FINE - \$100**

Food Trucks shall notify the Economic Alliance at 319.398-5317 by 5:00 p.m. on the Monday the week of the Food Truck Friday they will miss if they are not going to use their space. A No Show Fine of \$100 may be enforced if the Economic Alliance is not notified in advance of a food truck's absence from a Friday.

Food Truck Fridays staff reserves the right to impose additional fines as necessary.

Food Trucks are assessed any fines the week following a market and will receive notice via email and an invoice via postal mail. Payment is due by noon the Wednesday before the next Food Truck Friday.

Vendors with unpaid fees will not be permitted to vend until their account is current.

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## APPLICATION TO FOOD TRUCK FRIDAYS

### **FOOD TRUCK VENDORS**

All food trucks interested in selling their product at Food Truck Fridays must be pre-approved by Economic Alliance staff.

Selection of food trucks is at the sole discretion of the Economic Alliance. Participation in any prior Food Truck Fridays does not guarantee participation in this year's Food Truck Fridays.

Applicants must apply electronically through Manage My Market ([www.managemymarket.com](http://www.managemymarket.com)) and must electronically sign a lease for their stall.

Applicants must ensure that their application is complete. This includes updated photos, accurate product lists and descriptions, updated contact information, etc. Incomplete applications will not be considered.

If selected to participate as a food truck in this year's Food Truck Fridays, vendors must then also provide proof of permits and insurance, pay all required fees in a timely manner and acknowledge receipt of and compliance with the current policies and procedures prior to vending.

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## ACCEPTANCE INTO FOOD TRUCK FRIDAYS

Email notifications will be sent to food trucks who have been accepted to participate in this year's Food Truck Fridays. Only one type of food truck will be accepted each week, i.e. if two barbeque trucks apply for the same day, only one will be approved.

### **STATUS DEFINITIONS**

- **Received-** Application submitted
- **Approved-** Application approved. Note: Please review Food Truck Fridays dates approved, as food trucks are not guaranteed to be approved for all dates requested.
- **Waitlisted-** No space available at this time, but application will be considered later in season
- **Declined-** Not selected to participate in Food Truck Fridays
- **Withdrawn-** Food Truck withdrew application from consideration

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## PAYMENT

Full payment for your space is due before the 2019 Food Truck Fridays season begins.

Failure to pay by requested deadlines may result in terminating your participation in this season's Food Truck Fridays.

Payment for stall rentals and additional fees can be made in the following ways:

- **Cash** - in person at the Cedar Rapids Metro Economic Alliance (501 First St. SE, Cedar Rapids IA 52401)
- **Credit Card** - by phone (319.398.5317) or in-person (501 First St. SE, Cedar Rapids, IA 52401). Cards accepted are Visa, Master Card, Discover or American Express.
- **Check** - by mail or in-person Cedar Rapids Metro Economic Alliance, 501 First St. SE, Cedar Rapids, IA 52401). Checks should be made out to the Cedar Rapids Metro Economic Alliance.

**NO REFUNDS WILL BE ISSUED FOR ANY REASON**

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## LICENSE REQUIREMENTS

Food Trucks at Food Truck Fridays will be required to obtain and provide proof of certain licenses, insurance documents, permits, etc. prior to vending.

**Copies of licenses must be uploaded to the "Licenses" tab in Manage My Market, or provided to Economic Alliance staff, prior to vending at Food Truck Fridays.**

### FOOD TRUCK PERMIT

You must obtain a food truck permit from the City of Cedar Rapids. Please contact Bridget McMenemy at the City Clerk's office at [b.mcmenemy@cedar-rapids.org](mailto:b.mcmenemy@cedar-rapids.org) or call 319.286.5060.

Food trucks with questions about food license requirements or certificates/permits should contact the Linn County Public Health at 501 13<sup>th</sup> St. NW, Cedar Rapids, IA 52405 or by phone at 319.892.6000.

### SALES TAX PERMITS

It is an individual vendor's responsibility to ensure that, if necessary, proper sales tax is applied and appropriate permits are obtained.

Vendors may obtain an annual sales tax permit online at [www.state.ia.us/tax](http://www.state.ia.us/tax) or by calling [319/362.3613](tel:3193623613).

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## INSURANCE REQUIREMENTS

**Upon acceptance into Food Truck Fridays, food trucks must provide proof of insurance. Please do not purchase this insurance until you have been accepted into Food Truck Fridays. Valid insurance policy certificates must be provided prior to the opening Food Truck Fridays date and sent to Economic Alliance staff by email at [events@cedarrapids.org](mailto:events@cedarrapids.org) or by mail using the Economic Alliance address of 501 1<sup>st</sup> Street SE, Cedar Rapids, IA 52401.**

All food trucks must maintain a minimum of a \$1M liability policy and provide a Certificate of Liability naming the following organization as additionally insured:

Cedar Rapids Metro Economic Alliance  
and its employees  
501 First St. SE  
Cedar Rapids, IA 52401

The Economic Alliance is required to request this of our food trucks by our insurance company. We are not able to make any exceptions to this request.


In most cases, the additionally insured (Cedar Rapids Metro Economic Alliance) are given coverage only for their vicarious liability arising out of the acts of the named insured (the vendor). In other words, if a claim was presented against the additional insured that did not arise out of the activities of the named insured (vendor), there would be no coverage for the claim from the vendor's insurance.

If a food truck already has this on file for Downtown Farmers' Markets or Market After Dark, **an additional copy is not needed.**

**SEE SAMPLE CERTIFICATE OF LIABILITY INSURANCE BELOW TO CONFIRM CORRECT INFORMATION.**

The highlighted portions must read exactly as written in order to be accepted by Economic Alliance staff.

SAMPLE



DEJAVIN-01 PDAUGHERTY

DATE (MM/DD/YYYY)  
**3/26/2015**

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p><b>PRODUCER</b></p> <p style="color: red; font-weight: bold; font-size: 1.2em;">Insurance Company Info</p>	<p><b>CONTACT NAME:</b></p> <p><b>PHONE (A/C, No, E):</b></p> <p><b>E-MAIL ADDRESS:</b></p> <p style="color: red; font-weight: bold; font-size: 1.2em;">Contact info from insurance company</p>
<p><b>INSURED</b></p> <p style="color: red; font-weight: bold; font-size: 1.2em;">Your Company info</p>	<p><b>INSURER A:</b></p> <p><b>INSURER B:</b></p> <p><b>INSURER C:</b></p> <p><b>INSURER D:</b></p> <p><b>INSURER E:</b></p> <p><b>INSURER F:</b></p>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR   WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		04/01/2015	04/01/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$     RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Cedar Rapids Metro Economic Alliance and its employees are named as additional insured on General Liability per written contract.

<p><b>CERTIFICATE HOLDER</b></p> <p style="color: red; font-weight: bold; font-size: 1.2em;">Cedar Rapids Metro Economic Alliance 501 1st St. SE Cedar Rapids, IA 52401</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>Jim Smiley</i></p>
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## INCLEMENT WEATHER POLICY

Food Truck Fridays is a rain or shine event.

Economic Alliance staff takes the safety of our patrons and our vendors seriously.

**Economic Alliance staff is the only entity with the ability to close the venue.**

Food Truck Fridays will close in the case of severe weather (i.e. thunder/lightening, tornadoes/heavy winds, or hail). Food Trucks and patrons should expect a closure of the event in the following instances:

- **Lightning strikes within a 10-mile radius of our event venue.** Venue may reopen 30 minutes after last lightning strike, dependent on time of strikes.
- **Sustained wind speeds of 40 mph or more.** Gusts will be evaluated dependent on other weather factors.
- **Sustained hail.**

Should the venue close, food trucks will be notified by event staff members ASAP and will be provided directions for safety. No refunds will be provided to any food truck, and no additional Food Truck Friday dates will be rescheduled.

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## VENDOR CONDUCT

### DRUG & ALCOHOL POLICY

Should a food truck or any of its employees, agents or representatives serve patrons under the influence of alcohol or drugs, they will forfeit the stall for a minimum of one day, and a maximum of the remainder of the Food Truck Fridays season.

### ORDINANCE & REGULATION COMPLIANCE

All vendors are required to comply with all City ordinances, regulations and rules together with state and federal laws relating to food trucks and the vendor's business conducted in Food Truck Fridays. Failure to abide by ordinance, laws and regulations may be basis for suspension or expulsion. This includes but is not limited to; assault or abuse directed toward other vendors, customers, market management, employees or the general public.

### CODE OF CONDUCT

The Economic Alliance may, at its discretion, cancel a lease without a refund or close any stall for any fraudulent, dishonest and deceptive practices, inappropriate conduct, activities or otherwise disturbing the peace by the vendor, or its employees, agents or representatives on the premises.

Display or sale of obscene, illegal or unsafe merchandise is prohibited, the determination of which is at the sole discretion of Market staff.

**Violation of these policies could result in the vendor's removal from Food Truck Fridays plus forfeiture of any parking fees paid by vendor.**