



PENN TOWNSHIP

LANCASTER COUNTY, PA

Agreement for Mobile Food Truck Temporary Use of Township Park

This agreement is between Penn Township (Lessor) and Lessee. As used herein, "Lessee" refers collectively to the renting company and the responsible person. The renting group or organization and the responsible person are jointly and solely responsible for Lessee's obligations under this agreement.

Food Truck Company: _____

Contact Person: _____ Phone #: _____ Email: _____

Address: _____

Park Used: Cedar Hollow: _____ Sweetbriar Creek: _____ Township Office: _____

Dates requested: _____

Penn Township agrees to allow the lawful occupation of no more than four consecutive off-street parking spaces by one 34-foot maximum length food truck for the calendar year 2020 under the following terms and conditions:

1. Lessee shall pay a rent of \$20.00 for use of the spaces for each calendar year, payable with the application.
2. Lessee shall include a schedule with the application identifying which days and times the truck is to be in the park.
3. No food truck shall operate or be located in the park between the hours of 9:00 p.m. and 8:00 a.m.
4. No food truck shall be located and operating in the park for more than four hours in a 24-hour day.
5. No food truck is permitted to park or stop to serve customers within 250 feet of any other food truck.
6. No food truck shall provide or allow any dining area, including but not limited to tables, chairs, booths, bar stools, benches, and standup counters.
7. Lessee shall provide trash containers and remove the trash from the park. Lessee is required to keep all areas within 20 feet of the food truck clean of grease, trash, paper, cups, and cans associated with the food truck operation.
8. No food truck shall make or cause to be made any unreasonable or excessive noise or glare noticeable at the perimeter of the park.
9. Spaces shall be maintained in sound condition. Any space malfunctions shall be immediately reported to the Township Public Works Director.



10. Lessee shall abide by relevant [township park rules and regulations](#) and other relevant laws for the rental of facilities.
11. Lessee shall provide a satisfactory certificate of insurance and is responsible for all injury, damage, or destruction to township property that occurs during Lessee's use of the facilities.
12. Lessee shall provide an up-to-date valid Pennsylvania Food Protection Employee ServSafe® Certification, unless exempt by state law.
13. Lessee is to schedule with the Penn Township Public Works Director.
14. Lessee agrees to move food truck in an emergency according to the Northern Lancaster Regional County Police Department or other Township Officials. The township reserves the right to temporarily move a food truck to a nearby location if the approved location needs to be used for emergency purposes, snow removal, construction, or other public benefit.
15. No more than two food trucks may operate in the same township park.
16. The Township is not responsible for damages to the food truck caused by others.

The undersigned individual acknowledges that they are duly authorized to execute this document on behalf of Lessee. Lessor and Lessee, each intending to be legally bound, agree to the terms and conditions of this Agreement and have executed this Agreement this _____ day of _____, 2020.

Lessee:

Lessor:

By _____ By _____
Mark Hiester, Township Manager

Print Name