



**TASTE OF KILLEEN ICE CREAM FACILITY RENTAL AGREEMENT**

This FOOD TRUCK SPACE RENTAL AGREEMENT is entered into on this \_\_\_\_ Day \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ and Waverly Hargrove, and end ON: \_\_\_\_\_ Day \_\_\_\_\_ 20\_\_\_\_. At the option of the owner the agreement is to continue on a month-to-month basis automatically until a new lease is written. Any extension beyond the month to month least period is to be in writing and signed by both parties.

MOVE IN DATE: \_\_\_\_\_

NEW LEASE DATE: \_\_\_\_\_

PRO-RATED LEASE: \_\_\_\_\_

MONTHLY LEASE: \$ \_\_\_\_\_

SECURITY DEPOSIT: \$ \_\_\_\_\_

**PARTIES:** Name \_\_\_\_\_

Owner **WAVERLY HARGROVE**

PROPERTY: UNIT# \_\_\_\_\_ at **1112 Circle M Drive Killeen, Tx 76549.**

Lease: lessor agrees to pay in advance a monthly rental space of \$\_\_\_\_\_ beginning on the effective date of this rental /lease and continuing in advance on the same day of each calendar month thereafter. Said rental shall be payable at **Cadance Bank Killeen, TX**.

(“**The TASTE OF KILLEEN FOOD TRUCK PARK**”) with its principal business address located at **[1112 CIRCLE M. DRIVE. KILLEEN, TEXAS 76549]**. Each party is individually referred to as a “Party” and collectively as the “Parties”. NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, and with the intent to be legally bound hereby, the Parties agree as follows:

- 1. **TERM OF THE AGREEMENT.** This Agreement shall not become effective until both Parties execute this Agreement, and the Vendor provides insurance documents pursuant to Section 6. The term of this Agreement shall be through calendar year 20\_\_\_\_, [a new agreement is required for each calendar year] unless terminated earlier pursuant to Section 4 of this Agreement. The first month’s rent is due at time of signing and then on or before the 1st of each subsequent month. If payment is made after the 5th of each month, a \$50 late fee will be applied. Time is of the essence regarding all payments, fees, penalties, and corresponding due dates contained herein. A \$15 a day fee will accrue to the outstanding balance. A \$50 fee will be assessed for all checks returned due to insufficient funds or for any other reasons and will be immediately due from lease to TASTE



OF KILLEEN FOOD TRUCK PARK. If Lessee Breaks lease agreement before contract date, Lessee will be charged for all said fees in accordance with the state of Texas law \*\*\*\* Resident agrees to rent this rental space for a term of (\_\_\_\_\_) day/weekend/week/months

NOTICE TO TERMINATE: Resident must give owner at least 30 days written notice of his intention to vacate the premises at the end of the lease or any extension or renewal hereof. Such notice is to begin on the first day of the next month succeeding the date it is received by owner.

SECURITY DEPOSIT: Resident has deposited \$ 450 .00 .dollars with owner as a security damage deposit. If the lease term has expired or been terminated without default by LEASOR, LEASOR shall be entitled to a refund of the security damage deposit within thirty (30) days of such expiration or termination, less any damages, delinquent rent, and lawful claims of owner, provided resident has (a)given thirty (30) days notice to owner prior to termination or expiration of the lease for resident, (b) not breached the rental agreement, and (c) given owner in writing a forwarding address for resident. The security damage deposit is not advance rent.

2. **RENTAL FEE.** Rental shall be paid commensurate with the attached rate schedule at the time business operations commence. Rental fees are subject to change at the discretion of The TASTE OF KILLEEN and are as published at the time of scheduling. Once paid, the Rental Fee is non-refundable regardless of whether Vendor remains on The TASTE OF KILLEEN property during the term of this Agreement or not. Lessee shall pay \$1,600.00 per month for a 12 months lease. **Electricity and water are included. It is everyone's responsibility to use the electricity and water conservatively, this will keep cost of the low overall.**

3. **METHOD OF PAYMENT.** Lessee shall make rental payments by money order, electronic payment, check, or cash, provided however, that if Lessee fails to timely make a rental payment or submit a check that is dishonored, taste of Killeen food truck park reserves the right to modify policy in writing, the future rent payments must be made by money order credit card payment will be subject to 3% additional fee no forbearance of a late payment shall be deemed as a waiver by the taste of Killeen food truck park.

4. **TERMINATION OF THIS AGREEMENT.** The TASTE OF KILLEEN may terminate this Agreement prior to the Term ending, with or without cause, and in The TASTE OF KILLEEN's sole discretion, without any penalty whatsoever. If the TASTE OF KILLEEN terminates this Agreement prior to the Term ending, The TASTE OF KILLEEN shall prorate the Rental Fee so that Vendor shall be reimbursed for those hours remaining in said Term coming after Vendor has completely vacated the premises.

***Termination for other than Nonpayment: lessee's right to occupy should terminate or may be terminated as follows.***

- (a) at the end of the term of this agreement or future terms Lessee or taste of Killeen food truck.***
- (b) At any time shall be in default on or in breach of any provisions of this agreement (or the other documents incorporated herein and made a part hereby reference, such as the 403***



EATS rules and regulations) upon written notice of such breach or default given by the 403 EATS in accordance with chapter 94 of the Texas property code.

- (c) In accordance with the terms and provision hereof relating to eminent domain or changes in
- (d) Such other time as may be agreed to by the parties here too in writing.

When Lessee's rights of occupancy have terminated, Lessee shall pay all rental or other sums due to or owed to TASTE OF KILLEEN FOOD TRUCK PARK and shell peacefully surrender possession of the premise and remove all lessee's property pursuant to this agreement and failure to do so shall be deemed A breach of this agreement.

**5. FOOD TRUCK SPACE, MERCHANDISE, & DISPLAY STANDARDS.** The TASTE OF KILLEEN has been assigned a facility to operate in. The TASTE OF KILLEEN has, in its sole discretion, final say on how the space is used and how the space is presented to the public. Permanent power and water will be provided. Under no circumstances shall this facility operate a generator. The lessee shall not affix any personal property to The TASTE OF KILLEEN's premises without The TASTE OF KILLEEN's prior, written consent. The Lessee shall not sell anything other than food, including but not necessarily limited to alcohol or merchandise without the written consent of (TOKFTP). The lessee shall be considerate of other vendors, The TASTE OF KILLEEN, and all patrons of The TASTE OF KILLEEN. The TASTE OF KILLEEN shall, under no circumstances, be liable for any loss or damage to the Vendor's property. The vendor agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory to The TASTE OF KILLEEN. Food Trucks shall not transfer, assign, sublet, or share any booth space without written approval, and any such attempt to do so is automatically void. Additionally, Vendor shall have all property removed by the end of their scheduled time.

**6. VENDOR DOCUMENTATION.** To the extent that The TASTE OF KILLEEN requests and requires documentation from Food Truck owner, The owner of the Food Truck shall provide The TASTE OF KILLEEN with true and correct copies of any required documentation, including but not limited to, business licenses, permits, sales tax certificates, certificates of authority, certificates of insurance (including endorsements listing The TASTE OF KILLEEN, OFI Management, LLC & Freight House District, LLC), and/or applicable waivers.

**7. INDEMNIFICATION.** The lessee agrees to indemnify, defend, and hold harmless The TASTE OF KILLEEN, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of accident, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Food Truck, its employees, subcontractors, sublicenses, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its space and/or the use of The TASTE OF KILLEEN's premises.

**8. LIMITATION OF LIABILITY.** In no event shall The TASTE OF KILLEEN and its affiliates, officers, employees, agents, representatives, successors, or assignees be liable to the Vendor and/or its affiliates



and/or respective managers, members, officers, employees, agents, representatives or customers (collectively “The TASTE OF KILLEEN”) for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to Lessee /Food Truck’s property, furnishings, equipment and merchandise that Vendor may incur arising out of Vendor’s operations at The TASTE OF KILLEEN, whether caused by the negligence of The TASTE OF KILLEEN or otherwise. The TASTE OF KILLEEN shall not carry insurance covering any such property theft, loss or damage and Vendor shall be solely responsible to carry its own insurance or otherwise accept the risk of any such theft, loss or damage to their properties. In furtherance of the foregoing, in no event shall The TASTE OF KILLEEN be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent a Food Truck maintains any claim against The TASTE OF KILLEEN, Vendor shall look solely to The TASTE OF KILLEEN’s leasehold interest in The TASTE OF KILLEEN’s premises and the proceeds thereof for the recovery of any judgment against The TASTE OF KILLEEN, and no other property or assets of The TASTE OF KILLEEN shall be subject to levy, execution or other enforcement procedure for the satisfaction of Food Truck’s remedies under or with respect to this Agreement. In no event shall The TASTE OF KILLEEN be liable to Food Trucks or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses, or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

**9. VIDEO AND PHOTOGRAPHY RELEASE.** Food Truck hereby grants to The TASTE OF KILLEEN the irrevocable and unlimited right and permission to use photographs and/or video recordings of Food Trucks, Food Truck’s intellectual property and Food Truck’s property on each of The TASTE OF KILLEEN’s social medial and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Food Truck owners. The Food Truck Owner hereby releases, acquits, and forever discharges The TASTE OF KILLEEN from all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation. Taste of Killeen Food Truck Park hereby warrants that Food Trucks owners and each of its employees and subcontractors is eighteen (18) years of age or older.

**10. RULES AND REGULATIONS.** Lessee agreed to keep and enforce all items referenced in the Facility checklist and establish rules and procedures throughout the length of the lease. The lease may change from time to time at the sole discretion of the TASTE OF KILLEEN FOOD TRUCK PARK. Any breach or violation of such guidelines expressly declared to be a breach of disagreement then the Taste of Killeen food truck park holds the right to terminate the lease contract. Acceptable business practice and standards are required.

**11. MOVE IN AND MOVE OUT.** Lessee agreed to move in and move out on the provided guidelines set forth in this contract. Lessee will clean the area immediately around their area prior to leaving the TASTE OF KILLEEN FOOD TRUCK PARK. Lessee agreed to set up in a timely manner and try to mitigate



disruptions to customers, other food trucks and employees and the TASTE OF KILLEEN FOOD TRUCK PARK. Moving in and setting up shall be lessee responsibility and the TASTE OF KILLEEN FOOD TRUCK PARK shall in no way be liable or responsible for any improper installation. Any outstanding balance must be paid before prior to Lessee living leaving the property or lease will be in violation and may be subject to enforcement actions such as being reported to local authorities for theft of services.

12. **FACILITY MAINTENANCE.** Overall, it is the Taste of Killeen food truck park responsibility to keep the grounds and facilities clean. However, it is everyone's responsibility to make sure your individual areas are clean so to impress upon customers the cleanliness of the park.

13. **PARKING RULES.** When parking your privately owned vehicle, be cautious of customers, guests, and invitees. If you must park your vehicle in a parking space, try to use the most least use space to allow customers easy accessibility to the food trucks.

14. **INSPECTION BY TASTE OF KILLEEN FOOD TRUCK PARK.** The TASTE OF KILLEEN FOOD TRUCK PARK warrants and covenants that a full and complete inspection of the premises and of the community and all its facilities has been made and that all of such were found to be in good, safe, and general operating condition. All food trucks must maintain a level of cleanliness standards set forth by the bell county public health and environmental health safety services under mobile compliant and maintain the current permit. The taste of Killeen food truck part is not responsible for any foodborne illness or mishandling of food by Lessee or by the lease's employees.

15. **WAIVERS.** The obligation of lessee to pay rent shall not be deemed to be waived, released, or terminated by the service of a notice to vacate notice to terminate or notice a breach demand for possession or institution of any legal action against lessee. The acceptance of any rental or other sum due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue, or extend the term of this agreement or affect any notice, demand, or such in connection with such agreement. No payment by lease or receipt by taste of Killeen food truck park of an amount less than the total rental and charges due shall be deemed to be other than full account of the rent it charges due nor shall any endorsement of any check nor any letter accompanying such partial payment be deemed as according to satisfaction, and The Taste Of Killeen Food Truck Park may accept such partial payment without prejudice to the Taste of Killeen Food Truck Park rights to collect the balance of rent and charges due.

16. **AMENDMENTS.** This lease agreement in its entirety will not be amended or modified without the written consent of the (TOKFTP) Owner Or representative. The Lessee certified that no other representation, either written or oral, were made by Taste of Killeen food truck park or relied on by Lessee as an inducement for the execution of, or as agreed that such shall not be modified or amended except as may expressly set forth in writing and executed by the parties or accept as may otherwise be provided herein.




17. **INSURANCE.** Lessees are to maintain general liability insurance of not less than \$1000 per occurrence in \$2000 aggregated.

18. **PAYMENT.** Lessee shall pay rent prior to moving in at the taste of Killeen Food Truck Park. (TOKFTP). The Payment will cover the facility space as agreed upon per item#1.

19. **EMERGENCY MAINTENANCE NUMBER.** The phone number of the person who may be contacted for emergency maintenance is: 254-394-3080

20. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement. This Agreement may only be modified by a written agreement that is signed by both Parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement may not be assigned to a third Party without the written consent of The TASTE OF KILLEEN. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Texas without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the authority of any State or Federal Court sitting in Bell County, state of Texas, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, district of such courts. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute the same document.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement and intend to be bound thereby as of the Effective date stated above. TRI-BASE LLC By: Its: TASTE OF KILLEEN FOOD TRUCK By: Its:

<p>TASTE OF KILLEEN FOOD TRUCK PARK, TRI-BASE LLC</p> <p>NAME: <u>Waverly Hargrove</u></p> <p>SIGNATURE: _____</p> <div style="text-align: center;">  <p>TRI-BASE LLC</p> </div>	<p>FOOD TRUCK OWNER /Lessee</p> <p>FOOD TRUCK NAME: _____</p> <p>Owner NAME: _____</p> <p>SIGNATURE: _____</p>
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