

FOOD TRUCK VENDOR INDEMNIFICATION AGREEMENT

This Food Truck Vendor Indemnification and Liability Agreement (the "**Agreement**") is entered into and made effective on the date it is signed by the parties identified below (the "Effective Date").

Party Type	Party and Notice Address
EVENT HOST AND PREMISES LOCATION	World Outreach Church ("WOC") 1921 New Salem Highway Murfreesboro, TN 37128 Contact: Danielle Hale (615) 295-0529 Danielle.hale@wochurch.org
FOOD TRUCK VENDOR	<hr/> <hr/> <hr/> Phone: <hr/> Email: <hr/>

WHEREAS:

- WOC organizes and manages various events scheduled throughout the year which take place at its Premises (each an "**Event**"); and
- The Vendor operates a mobile food truck utility enterprise and desires to participate in some of the Events on a recurring basis to sell food, beverages, and related products to attendees, subject to WOC's right to limit the number of Vendors for each Event and its right to terminate the Vendor's access to the Premises; and
- As an express condition of permitting the Vendor to park, set up, and operate on the Premises, WOC requires the Vendor to execute this Agreement to allocate risks and guarantee commercial financial liability protection. Additionally, the Vendor must adhere to the WOC's Food Truck Rules, attached hereto as Exhibit A and as posted on WOC's website.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

(a) Broad Indemnity Framework. To the fullest extent permitted by applicable law, the Vendor agrees to defend, indemnify, and hold completely harmless WOC, its affiliates, officers, trustees, employees, volunteers, subcontractors, and legal agents (collectively, the "**Indemnified Parties**") from and against any and all third-party claims, demands, causes of action, regulatory lawsuits, losses, financial liabilities, damages, administrative fines, penalties, costs, and expenses (including, without limitation, reasonable

attorneys' fees, expert witness fees, and mandatory litigation court costs) (collectively, "**Claims**") arising out of, resulting from, or in any manner connected with the Vendor's participation in the Event, the physical presence of the Vendor's mobile vehicle, equipment, or staff on the Premises, or the commercial sale of any products or services by the Vendor.

(b) Enumerated Specific Risks. Without reducing or limiting the comprehensive scope of the broad indemnity frame detailed above, the Vendor explicitly agrees that this duty to indemnify, defend, and hold harmless covers any and all Claims, bodily injuries, deaths, illnesses, or physical property damage resulting from, or directly related to, the following known mobile-vending operational hazards:

- **Foodborne Illness and Toxic Contamination:** Any foodborne outbreaks, allergic reactions, food poisoning, chemical spoilage, or foreign object contamination resulting from food, ice, or beverages prepared, stored, mixed, served, or distributed by the Vendor at or for the Event.
- **Fire, Propane, Generator, and Cooking Equipment Hazards:** Any cooking fires, flare-ups, explosions, grease fires, thermal burns, or structural property damage caused by the Vendor's onboard commercial cooking appliances, deep fryers, open flames, pressurized propane tanks, fuel lines, generators or mobile engine systems.
- **Overloads and Spills:** Any damage caused to the Premises, parking asphalt, layout structures, landscaping, or utility infrastructure, as well as any environmental remediation costs stemming from the accidental spill or illicit discharge of fuel, kitchen grease, greywater, or hazardous liquids.
- **Perimeter Line Premises Liability:** Any slip-and-fall or trip-and-fall injuries occurring within the Vendor's designated footprint or immediately adjacent to the service truck, ordering window, pick-up line, or condiment stations, including injuries caused by customer lines, extension cords, mats, signage, or debris/liquids discarded by the Vendor's staff or patrons.
- **Vehicular Movement and Setup:** Any property damage or personal injury triggered by the movement, maneuvering, structural stabilization, stabilizing jacks, or breakdown of the food truck, trailer, or towing support vehicles anywhere on the Premises.

(c) Contractual Survival. The Vendor's explicit legal obligations, defenses, and indemnity burdens set forth under this Section 1 shall fully survive the expiration, operational completion, or formal termination of this underlying Agreement and shall remain binding through the applicable statute of limitations.

2. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE REQUIREMENTS

(a) Mandatory Maintenance of Insurance. As a financial backstop to the indemnity obligations assumed herein, the Vendor must procure and continuously maintain, at its sole cost and expense, a policy of Commercial General Liability (CGL) insurance written on an standard occurrence basis (ISO Form CG 00 01 or equivalent) with reputable insurance carriers admitted to do business in Tennessee and maintaining an A.M. Best rating of no less than A- VII.

(b) Required Policy Limits. The Vendor's CGL insurance policy must contain, at a minimum, the following coverage limits:

- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 General Aggregate. Policy must explicitly include Products-Completed Operations coverage allocated for claims arising from foodborne illness or patron contamination originating from Vendor's items.

- Commercial Automobile Liability: \$1,000,000 Combined Single Limit (CSL) covering all owned, hired, and non-owned vehicles used on the Premises, including trailer.
- Workers' Compensation & Employer's Liability: Statutory limits complying with Tennessee state laws.
- Waiver of Subrogation: Vendor's insurance must agree to waive all rights of subrogation against WOC for losses arising from the Vendor's operational activities.
- Additional Insured Endorsement: Each policy (except Worker's Compensation) must name World Outreach Church, its officers, trustees, employees, and volunteers as Additional Insureds on a primary and non-contributory basis.

(c) Certificate of Insurance (COI) Deadline. The Vendor shall deliver a valid Certificate of Insurance (COI) demonstrating full compliance with these thresholds to WOC no later than five (5) business days prior to the start of the Event. Failure to provide a conforming COI shall result in the immediate forfeiture of the Vendor's spot. The COI must be updated annually or upon policy expiration.

3. MISCELLANEOUS PROVISIONS

(a) Governing Law. This Agreement and all matters arising out of it shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Any legal filings shall be handled in a court of competent jurisdiction located in Rutherford County, Tennessee.

(b) Severability. If any provision, phrase, or sub-clause of this Agreement is held to be invalid, illegal, or contractually unenforceable by a court of competent jurisdiction, the remaining terms shall continue in full force and effect as if the invalid portion had never been included.

(c) Notices: Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope to the address as set forth hereinabove; or, to either, at any other address as either party may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, upon delivery, and if mailed, upon the fifth (5th) day after the mailing of such notice.

(d) Entire Agreement. This document represents the entire legal understanding between WOC and the Vendor regarding liability, risk transfer, and insurance allocations, and completely supersedes all prior verbal agreements, or informal understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification and Insurance Agreement as of the Effective Date.

WORLD OUTREACH CHURCH:

By: _____
 Name: _____
 Title: _____
 Date: _____

FOOD TRUCK VENDOR:

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A
FOOD TRUCK RULES

- You must provide World Outreach Church (WOC) with a current valid Murfreesboro Food Truck permit, updated annually.
- You must complete and sign the Food Truck Vendor Indemnification Agreement and return it to WOC at least five (5) business days prior to the Event date.
- You must provide WOC with a Certificate of Insurance as set forth in the Food Truck Vendor Indemnification Agreement at least five (5) business days prior to the Event date. The insurance must be in effect on the Event date and must be updated before the policy expiration date.
- You must have a current Tennessee Sales Tax Certificate. You are responsible for reporting all sales to the Tennessee Department of Revenue.
- If you would like to be tagged in our social media posts, you must contact us.
- Danielle Hale (615-229-8323) and Shane Johnson (615-295-0529 – WOC Operations) will be assisting you on arrival. Please follow our instructions. Do not send emails on the day of the event, as we might not see them.
- Enter from Barfield Road and call WOC Operations on arrival to assist with parking (615-295-0529).
- You may drop trailers from 8am-5pm on Friday OR arrive after 8am on Saturday. Please call WOC Operations before dropping trailer. Due to limited space, everyone will be asked to unhook trailers.
- Parking assignments will be given on a first-come, first-served basis.
- Please be ready to serve no later than 4pm. You may begin serving as early as you want. We typically have people arriving by 2pm.
- If you arrive after 4pm, you may not be able to participate based on volume of pedestrian traffic and the safety issues involved. Please call WOC Operations if you are running late and they will advise whether you need to cancel.
- It is anticipated that you can exit by 9pm. However, that time is flexible depending on foot traffic and concert end time. WOC's Operations crew will be advising on when it is safe for you to pull away from the Event.
- If you need to be towed, you must coordinate with WOC Operations before taking any action to ensure the safety of other food trucks and our patrons.
- No use of WOC utilities is permitted.
- Your generator must be on at all times.
- No emptying of greywater, cooking oils, or any hazardous materials on the Premises.
- Alcohol, smoking, outside music, and the placing of signage (other than your menu board) are not permitted.
- No flyers or solicitation are allowed.
- This is a family-friendly church environment – if your menu board or other signage reflects something that may be considered offensive, WOC will require that you adjust immediately.
- WOC offers complimentary water bottles and standard coffee.

- No arguments between food trucks or with WOC staff will be tolerated – everyone is expected to cooperate.
- Please make sure you are fully prepared to serve. We know accidents happen, but please make sure your equipment, generator, and truck are in full working order. Out of an abundance of caution to our patrons, WOC will have to ask you to shut down if you do not have power. Please make sure your truck is not putting out an excess of exhaust or leaking oil. We want the festival atmosphere to be pleasant!
- Please keep the area around your space in clean and safe condition. WOC will collect your trash. Please bag it for collection.
- You must have WOC's permission to operate your food truck on its Premises.
- Failure to follow these rules may result in the termination of your ability to operate your food truck on WOC's Premises.