

# Saturday Market

30 East Broadway, Suites 124

Eugene, OR 97401

Phone: (541) 686-8885 x102

Fax 541-338-4248

[jenniferhendrix@eugenesaturdaymarket.org](mailto:jenniferhendrix@eugenesaturdaymarket.org)

[www.eugenesaturdaymarket.org](http://www.eugenesaturdaymarket.org)

Dear interested party:

You are receiving this packet of information because you have expressed interest in the Downtown Food Cart Program.

The Saturday Market works under contract with the City of Eugene to manage the food carts. Please understand that receiving this packet does not in any way convey that there is currently a space available, or that you will be assured a space in the program.

This food cart program issues permits for food cart vending in several locations:

1. Park Blocks (8<sup>th</sup> & Oak), excluding Saturdays from April to mid-November
2. Broadway Plaza (a.k.a. Kelsey Square)
3. Night Cart downtown operation

## Some things you should know about the program and permitting process:

- ❖ The time it takes from receiving your initial packet to receiving a permit is highly dependent on you; however, once a completed application form (accompanied by all requested attachments and fees) is received, a decision to permit will be made within 30 days.
- ❖ **Cart lengths may not exceed 14'.** (The preferred cart length is 7' or smaller with a maximum cart area of 32 square feet). Exceptions to this will be made on a case-by-case basis. Any cart entering the program must be able to enter and exit the operating space safely; turn-around space is limited. No cart should be so large as to dominate the vending square and potentially disrupt business for existing carts in the program.
- ❖ All carts in this program are required to move (i.e., not operate in their permitted space) during several City-sponsored events per year. A schedule of these events may be requested from our office. Cart owners will be notified well in advance of any event requiring this.
- ❖ Cart owners who are operating a regular schedule on the Broadway Plaza or the Park Blocks may choose to leave their cart overnight, provided that he/she signs a liability waiver.

For questions you have that are not answered in the packet, or to set up an appointment, please contact me!

For the Market and Downtown Activity Zone,

Jennifer Hendrix  
Assistant Manager

## Food Cart Permit Instructions

Thank you for your interest in the Food Cart Program. This application packet includes:

1. Food Cart Permit Requirements Checklist
2. Food Cart Initial Intake
3. Food Cart Program General Specifications
4. Food Cart Contract followed by Exhibit A
5. Proposal for Food Cart Permit
6. Food Cart Addendum II (Overnight Liability Waiver)
7. Insurance & Hold Harmless Agreement
8. Menu Item Change Form
9. Food Cart Fee Report
10. Leave of Absence Form

Proposals will be evaluated on:

- A. Conformance to stated requirements and specifications
- B. Results of vendor's prior dealings with public or private contracting agencies
- C. Vendor's experience & reputation for satisfactory work
- D. Vendor's product diversity within the current Food Cart Program

### **Here is what you need to do:**

1. Complete and return the **Food Cart Vending Initial Intake** form to the Saturday Market office.
2. Read the **Food Cart Program General Specifications**.
3. Submit a notarized **Proposal for Food Cart Permit**. (A proposal may be invalidated by the omission of such items as starting and ending date, notarization, etc.) Please note any exceptions to the Specifications or requirements in writing and attach these to the proposal when submitted.
  - ❖ Note: The vendor may request an exception to any standard of the Specification. The prospective vendor who cannot meet each and every requirement of the Specification need not consider themselves unqualified for the program. He/she may still submit a proposal with exceptions and proposed alternatives clearly stated in writing on a separate sheet of paper headed "EXCEPTIONS".
4. Attach complete drawings or photographs (ALONG WITH CART DIMENSIONS) of the food cart to the proposal.
5. Submit proposal and photographs to: SATURDAY MARKET, 30 East Broadway, Suite 124, Eugene, OR 97401. Subsequent contract award will be based on Specifications criteria. Contracts will contain applicable Standard Contract Provisions as required by law. SATURDAY MARKET reserves the right to reject or accept any or all proposals, or to waive any condition of the General Specifications so as to best meet the needs of the Downtown Food Cart Program and the Downtown Core. SATURDAY MARKET may choose to interview prospective vendors as part of the selection process.

### **If the Proposal is approved, the following must be provided to SATURDAY MARKET:**

- a) Signed contract
- b) Certificate of Insurance (a public & property damage insurance policy) naming City of Eugene and the Saturday Market, Inc. as additional insureds.
- c) Signed Insurance & Hold Harmless Agreement
- d) Initial fee of \$195.00
- e) First and last month's rent (last month's will be the same amount as the first month's)
- f) Valid copy of Lane County Health License

**For more information, please call: 541-686-8885 X102**

## Food Cart Permit Requirements Checklist

This packet will provide you with the necessary information and application that needs to be completed to have a food cart. Before a contract can be signed the requested documents must be submitted and approved by management. All interested food cart vendors must submit the following information:

Please submit a **Food Cart Initial Intake** form before proceeding with the rest of the application.

- Signed and notarized Proposal for Food Cart Permit
- Signed Insurance and Hold Harmless Agreement
- Detailed menu
- Description of the means to be used in conducting business, including: scaled drawings of the vending unit, equipment, signs, service operations, and the customer queuing and waiting areas
- Valid copy of all applicable health licenses required by federal, state or local authorities located at Lane County Environmental Health: 151 W. 7<sup>th</sup> Ave., Suite 430, Eugene, OR 97401. Phone: 541-682-4051
- Certificate of Insurance (a public liability and property damage insurance policy) naming both City of Eugene and the Saturday Market, Inc. as additional insureds.
- Copy of a signed Commissary Agreement if the vendor is selling food prepared outside of the cart
- Signed Food Cart Contract
- List of all persons or employees expected to, or who may operate the vending unit/equipment or prepare food to be sold from the vending unit/equipment. Also, we will need copies of current Food Handler's Cards for each person.
- Payment of applicable fees:
  - Initial Application Fee \$195.00 (non-refundable)
  - First and Last Month's Rent (last month's \$ = first month's \$)
    - Check one**  \$50/mo. for winter (total \$100)     \$100/mo. for summer (total \$200)
  - Renewal \$25.00

**Notes to Self:**

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# Food Cart Initial Intake

\*Complete this form and return to the Saturday Market office *BEFORE* starting the rest of the packet\*

Vendor's Name : \_\_\_\_\_

Physical Address: \_\_\_\_\_

Business Name: \_\_\_\_\_

\_\_\_\_\_

Primary Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

Website: \_\_\_\_\_

Mailing address, if different from above: \_\_\_\_\_

What products are you planning to sell? \_\_\_\_\_

What location(s) are you interested in?  
*(Please list in order of preference)* \_\_\_\_\_

Do you currently have a vending unit (food cart)?  Yes  No

What are the dimensions of your cart?  
*Please also include photos/drawings*      Height:                  Length:                  Width:

Cart Description: \_\_\_\_\_

Will you require access to power?  Yes  No

Have you received any information on our food cart program prior to this packet? \_\_\_\_\_

Do you have any questions or concerns? \_\_\_\_\_

What is the best time to reach you? \_\_\_\_\_

Return to: Saturday Market  
30 East Broadway, Suite 124  
Eugene, OR 97401

FOR ADMINISTRATIVE STAFF

Received: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

# Food Cart Program General Specifications

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**1. Saturday Market** will accept proposals for Food Carts meeting the Food Cart General Specifications. Vendors may take exception to any area of the listed Specifications and will not automatically be disqualified for doing so, but should clearly list those exceptions on a separate sheet of paper titled: "**Exceptions**".

## **2. Submitting Proposals**

All proposals should be addressed to the Saturday Market Office:

Saturday Market  
Food Cart Proposal  
30 East Broadway, Suite 124  
Eugene, OR 97401.

## **3. Reservations to Saturday Market, Inc.**

SATURDAY MARKET reserves the right to reject or accept any or all proposals, to waive any formalities of the proposals, to change any of the specifications or requirements, and/or to accept the proposal deemed to be in the best interests of the City of Eugene.

## **4. Agreement Not Transferable**

Once an agreement has been entered into by the vendor and SATURDAY MARKET the agreement shall not be transferable to another contractor or subcontractor without full and written consent of SATURDAY MARKET. The original vendor's responsibility for the performance of the agreement shall remain even if SATURDAY MARKET agrees to assignment of a subcontractor.

## **5. Location**

The food cart shall be located in the area as prescribed by SATURDAY MARKET. Reasonable consideration shall be given to proximity of other food carts and businesses. Vendors currently operating in an approved site shall be given first opportunity to renew at that site; provided said vendors have been meeting terms of their current Food Cart Contract. The prospective/new vendor shall be given a map illustrating his/her cart location when the contract begins.

## **6. Term of Agreement**

The contract term will be for one year from the initial signing date or until May 31st. Permits may be renewed for subsequent one-year terms in May of the renewal year. There are two concession seasons for downtown food carts; June 1 through September 30 (summer) and October 1 through May 31 (winter).

## **7. Hours**

Vendor is expected to operate a minimum of five hours a day, five days a week during the summer season and three hours a day, five days a week in the winter season. Vendor is encouraged to have cart set up for operation before 11:00 a.m. and remove no earlier than 2:00 p.m., unless under a night cart agreement. Vendor must operate a minimum of 20 days per month unless written permission is granted by SATURDAY MARKET.

## **8. Products Sold**

Proposals shall include a complete list of products to be sold. The intent of the Food Cart Program is to promote commerce in the Downtown Core and to provide a variety of unique items to community members. SATURDAY MARKET encourages the use of local products whenever possible. Duplication of items sold by other vendors or adjacent businesses will be discouraged.

## **9. Limitations**

Sales shall be limited to those items proposed by the vendor and approved by SATURDAY MARKET. No changes will be permitted without prior approval of SATURDAY MARKET. Those vendors utilizing seasonally available food in their menu must indicate this in their original detailed menu submission.

## **10. Quality and Concession Items and Service**

Vendor shall maintain a level of quality and quantity commensurate with that expected of any commercial business establishment.

### 11. Health Standards

Food carts shall conform to all City, County, and all other pertinent health qualifications and inspections. Contact the Lane County Environmental Health Division in the Lane County Courthouse, 151 W. 7<sup>th</sup> Ave., Suite 430, Eugene, OR 97401 or call: 682-4051 for information on health regulations and requirements.

### 12. Food Cart Specifications

Preferred dimensions of cart shall be three (3) feet in width by seven (7) feet in length by eight (8) feet in height with an awning or canopy that covers an area no greater than forty-nine (49) square feet. In no case will a cart exceed 14 feet in length. The food cart shall be a single, self-contained unit on wheels, so that the operator is capable of storing, preparing, and serving all items on, or in the food cart.

Food cart plans should be drawn in a scaled draftsman-like manner. Structural integrity of the vehicle must be shown with special attention to overturning and rolling resistance with a wind load of 15 pounds per square foot applied horizontally and 18.75 pound per square foot uplift. Mechanical and electrical heaters and lights, such as propane or butane heaters and electrical heaters and lights, must be installed in accordance with adopted mechanical and electrical codes. Electrical appliances and equipment must be of a type approved for use in exterior locations with shielding and grounding appropriate for such use. All food carts are subject to approval of the Superintendent of Building Inspection and/or Fire Marshal, or their respective designees. Engineering assistance is recommended.

In addition to size and engineering requirements, the design review will assess how closely the following guidelines are met:

- a). Design materials and colors will enhance the economic and aesthetic value of the Downtown Core
- b). Professional quality and application of construction finishes, including: paint and/or varnish, finished corners, edges and details
- c). Well-fitted and securely installed awnings, umbrellas and canopies
- d). Each cart shall have one identification sign within the dimensions specified above. All signs and graphics shall be of professional quality.

Scale drawings of the cart showing plans and elevations; as well as layout of signs, graphics and color samples, shall be submitted with the proposal. Photographs, brochures or other items that illustrate the proposed cart and operation may be submitted in addition to drawings. All items are non-returnable.

### 13. Portability of Cart

**"Food Cart"** means a wheeled vehicle of such size and weight that it may be wheeled on or moved to and from the assigned location. Food carts may not be stored on the site unless permission is granted by the Saturday Market, and a liability waiver is signed by the vendor.

### 14. Number of Carts

SATURDAY MARKET, under contract with the City of Eugene, has discretion regarding how many and what types of food carts will be approved annually for the program. Individual vendors may propose to operate more than one cart, with different products; however, priority will be placed on including in the program as many individual vendors as are possible.

### 15. Sound Amplification

No amplification of sound shall be permitted by the food carts. (A radio/mp3/CD player in the cart is acceptable as long as the sound does not extend beyond the immediate vicinity of the food cart, **and does not generate complaints from neighboring vendors, customers or community members.**)

### 16. Installation and Maintenance

Vendor shall assume all costs associated with the construction, transportation, operation, and maintenance of the cart.

### 17. Litter Cleanup

Vendor shall be expected to keep the area around the concession clean and free of litter generated by the stand and dispose of the litter in a container/receptacle provided by the vendor. **Use of City trash receptacles for vendor trash is prohibited.**

### 18. Permits

Vendor shall obtain and display as required all necessary permits and licenses including, but not limited to, Food Handler's Card(s), LC Environmental Health License and Food Cart Permit. Vendor shall pay for all permits.

**19. Compliance with Laws**

Vendors shall comply with all Federal, State and local laws in the performance of this agreement.

**20. Standard Contract Provisions**

The attached City of Eugene *Standard Contract Provisions* shall become an integral part of this agreement.

**21. Vendor Independence**

The vendor is an independent contractor, free of the direction and control of the City of Eugene and SATURDAY MARKET except for the provisions of the applicable regulations and the Downtown Food Cart Contract.

**22. Vendor Indemnity**

Contractor agrees to indemnify City of Eugene, its agents, and employees, and Saturday Market, Inc., its agents, and employees, from any and all liability, of any kind of nature whatsoever that may arise from his/her performance under this agreement. In the event any suit, action, or other employees are joined, vendor agrees to hold City of Eugene, its agents, and employees and Saturday Market, Inc., its agents, and employees harmless from any liability whatsoever that may be found, and to defend City of Eugene, its agents, and employees, and Saturday Market, Inc., its agents, and employees, all at vendor's own cost and expense.

Vendor agrees to procure and thereafter maintain during the course of the agreement, at vendor's expense, a public liability and property damage insurance policy from a responsible company, naming the City of Eugene, Saturday Market, Inc., its agents, and employees as co-insured. Limits of the policy shall not be less than \$100,000 per person and not less than \$500,000 per occurrence for bodily injury and indirectly out of vendor's performance under this agreement, and shall protect the City of Eugene, Saturday Market, Inc., its agents, and employees against any such claims of any kind or nature whatsoever. Vendor shall provide a certificate of coverage of Worker's Compensation if vendor is now or becomes, during the course of this agreement, an employer.

**23. Legal Cost**

Vendor shall pay any attorney's fees and court cost incurred by Saturday Market, Inc. for the purpose of enforcing the terms of this agreement.

**24. Rental Rates for Downtown Food Carts**

|            |  |                |
|------------|--|----------------|
| Base Rent: | June 1 through September 30.....   | \$100.00/month |
|            | October 1 through May 31.....  | \$50.00/month  |
|            | <b>Or 6% of the gross monthly sales per food cart, whichever is greater.</b> |                |

ELECTRICAL ACCESS is available at some locations for an additional \$7.50/month per food cart.

Each vendor shall pay the first month's base rent per cart, prior to starting their operation. The first month's base rent will be pro-rated based on the starting date listed on the contract. Vendors shall also pay the last month's rent in the same amount of the first month's rent at that time. All or part of this rental payment may be withheld; the amount of the rent may be applied to the last month's rent. The first and last month's rent must be brought to the SATURDAY MARKET office at the time the contract is signed. The last month's rent is non-refundable if the vendor chooses to operate less-than one month. Rental fees, (base rent or 6% of sales, whichever is greater), for the previous month is due on or before the 10<sup>th</sup> of the month. (This includes a \$7.50 electricity fee if applicable.) Late fees will be incurred by the vendor for fees received after the 10<sup>th</sup> of the month. A **Food Cart Fee Report** must be submitted with each payment. Vendor's failure to maintain and submit accurate sales records, and/or make payments when due, may result in the cancellation of their **Food Cart Contract**.

**25. Records**

Vendor shall maintain complete, detailed, and accurate records of all business transactions and must make those records available to the City of Eugene or Saturday Market for audit upon request.

# Food Cart Contract

Contract page 1 of 4

**Between:** Saturday Market, Inc. under contract with the City of Eugene

**And:** \_\_\_\_\_ (Vendor)

Effective Date: \_\_\_\_\_ to \_\_\_\_\_ (fill in appropriate date)

## RECITALS

A. Saturday Market, Inc. is the City of Eugene's contractor for managing the Downtown Food Cart Program in accordance with the City of Eugene's ordinances and administrative regulations.

B. Saturday Market, Inc. desires to grant to Vendor the right to engage in a commercial enterprise for the purpose of selling products (described below in paragraph 8.1) on public property.

C. Vendor desires and has the capability to operate the Concession in accordance with the proposal and the terms of this contract, including the following exhibits:

**Exhibit A** City of Eugene Standard Contract Provisions

**Exhibit B** Menu (or current menu in file)

**Exhibit C** Site Map (or current map in file)

**Exhibit D** Exceptions & Addendums

## AGREEMENT

### I. Grant of Concession

1.1 Saturday Market, Inc. hereby grants the Concession to Vendor according to the terms of this contract, and the City of Eugene Standard Contract Provisions, attached hereto as Exhibit A.

1.2 The Concession shall involve the use of a food cart and comply with the requirements of the Food Cart Proposal. The food cart shall be a single, self-contained unit on wheels, so that the operator is capable of storing, preparing and serving all items on or in the food cart.

### II. Term

The Concession shall begin on the effective date of this contract as shown above, and continue through May 31<sup>st</sup>, 2019 unless otherwise specified in an addendum.

### III. Location

Vendor's right to operate the Concession shall be limited to the site depicted on the map attached hereto as Exhibit C, or at such other site in downtown as may be subsequently determined by Saturday Market, Inc.

### IV. Contract Not Transferable

This contract shall not be transferable in whole or in part. In the event that a cart operator with a valid contract sells, or desires to sell the cart to another operator, the new operator must apply for a new contract.

### V. Fees and Costs

#### 5.1 Amount

The minimum monthly rent for the months of June through September is \$100.00 per month. The minimum monthly rent for the months of October through May is \$50.00 per month. Vendor shall pay to Saturday Market, Inc. a monthly concession fee of 6% of gross sales conducted at the Site, or the minimum monthly rent, whichever is greater.



**5.2 Payment**

Vendor shall pay all fees due for the previous month by the 10th day of the following month. A late fee, in the amount of \$25.00 per month, will be charged for any rental payments received after the 10th of the month. Any fees owed after 90 days will result in suspension of permit. The Vendor shall have 48 hours to remove their cart from the premises.

**5.3 Security Deposit**

Concurrent with payment of the first month's concession fee, Vendor shall pay to Saturday Market, Inc. a security deposit (a total amount of first and last month's fee) as determined from the Concession Fee Schedule. Without regard to its exercise of any other remedy, Saturday Market, Inc. may apply the security deposits to any cost or damage incurred by Saturday Market, Inc. as a result of Vendor's failure to pay the monthly concession fee or otherwise comply with any provision of this contract. If Saturday Market, Inc. applies the security deposit but does not otherwise terminate this contract; Vendor shall reinstate the full balance of the security deposit within ten days of demand therefore from Saturday Market, Inc.

**5.4 Utilities**

If applicable, Vendor shall pay, concurrently with the monthly concession (rental) fee, a monthly fee of \$7.50 for use of an electrical outlet at the Site. No other utilities are available at the Site.

**5.5 Permits and Fees**

Vendor shall obtain (at their own expense) and display all permits and licenses required for operation of the Concession, including, but not limited to: Food Handler's Card(s), LC Environmental Health License, and Food Cart Permit.

**5.6 Other Costs**

Vendor shall pay all costs associated with the construction, transportation, operation and maintenance of its equipment at the Site, including their food cart, product displays and other business belongings.

**VI. Independent Contractor**

Vendor is an independent contractor. Nothing in this contract shall be construed to make Vendor an employee, agent or representative of Saturday Market, Inc. Vendor has no authority to make any binding commitments or obligations on behalf of Saturday Market, Inc.

**VII. Downtown Access - Removal of Food Cart**

Vendor shall not leave their personal vehicle (used for hauling their cart) parked nearby in street-side parking, nor drive their personal vehicle to the cart operating site during cart operating hours. Vendor must remove cart and business belongings from Downtown at the close of each business day, unless Vendor obtains prior written approval from Saturday Market, Inc. and executes a liability waiver. Saturday Market, Inc. makes no warranty or guarantee of the security of Vendor's food cart or business belongings.

**VIII. Operational Requirements**

Vendor shall operate the Concession in accordance with the following requirements:

**8.1 Products**

Use current menu in file

New menu attached

Comments:

Vendor shall not change the Products without Saturday Market, Inc.'s prior written consent.

**8.2 Quality**

The Products shall satisfy applicable state and local health and quality standards, and shall meet commonly accepted commercial standards for such products. Vendor shall cooperate with all health and quality control inspections requested by any governmental agency, as well as from Saturday Market, Inc. Vendor shall maintain a sufficient quantity and selection of Products to provide a reasonable level of service to the public.

**8.3 Records**

In addition to the monthly statement required under paragraph 5.3, Vendor shall maintain complete, detailed, and accurate records of all business transactions conducted on Site and must make those records available to the City of Eugene or Saturday Market, Inc. for audit upon request.

**8.4 Waste and Litter**

Vendor shall properly dispose of all waste resulting from Vendor's cart operation, and shall keep the area around the Site free and clear of litter. Vendor shall provide their own receptacle(s) for waste and litter. Use of City of Eugene trash receptacles for cart operation waste is prohibited.

**8.5 Business Days**

Vendor shall operate the Concession a minimum of five hours a day, five days a week during the summer session and three hours a day, five days a week in the winter season. This time schedule should include the hours between 11:00 a.m. to 2:00 p.m., unless operating a night cart. Vendor must operate a minimum of 20 days per month unless written permission is granted by Saturday Market, Inc.

**8.6 Advertising**

Vendor shall not use amplified sound to advertise. All signs used by Vendor shall comply with applicable governmental regulations and ordinances.

**8.7 Compatibility with Adjacent Uses**

Vendor shall operate the Concession in a manner that assures compatibility with adjacent uses; including, but not limited to: proximal food carts, neighboring businesses and other permitted activities. Saturday Market, Inc. reserves the right to direct Vendor to make operational changes in response to complaints or concerns. Frequent, recurring, or serious complaints may result in the termination or non-renewal of this contract.

**IX. Indemnification**

Vendor shall indemnify and hold Saturday Market, Inc. and the City of Eugene, its officers, agents, and employees harmless for and against all claims, actions, liabilities, and costs (including costs of defense) arising out of, or in any way related to, Vendor's operation of the Concession, or any actions or failure to act by Vendor or Vendor's employees, agents, officers or representatives. If any such action or claim is brought against Saturday Market, Inc. or the City of Eugene, its officers, agents or employees, Vendor shall, upon tender, defend the same at its sole cost and expense, promptly satisfy any adverse judgment, and reimburse Saturday Market, Inc. and City of Eugene, its officers, agents or employees for any loss, cost, damage, or expense (including legal fees) suffered or incurred.

**X. Insurance**

Vendor agrees to procure and thereafter maintain during the term of this contract, at Vendor's expense, a public liability and property damage insurance policy from an admitted insurance carrier licensed to provide insurance in Oregon, naming the City of Eugene, its officers, agents and employees and Saturday Market, Inc. as additional insureds. Limits of the policy shall be not less than \$250,000 per person and \$500,000 per occurrence for bodily injury, and not less than \$100,000 for damage to property; or \$500,000 combined single limit for bodily injury and property damage. The policy shall contain an endorsement entitling Saturday Market, Inc. and the City of Eugene to not less than 30 days' prior written notice of any material change, non-renewal or cancellation. The insurance shall cover all risks arising directly or indirectly out of Vendor's performance under this contract. Vendor shall deliver to Saturday Market, Inc. a certificate of insurance indicating coverage in accordance with the requirements of this paragraph.

**XI. Workers' Compensation**

Vendor is a subject employer under ORS 656.017, and agrees to comply with all requirements resulting thereof.

**XII. Default and Remedies****12.1 Default**

Vendor shall be in default of this contract upon their failure to pay, when due, any amount required hereunder, or their failure to comply with any other provision of this contract within seven days after receipt of written notice from Saturday Market, Inc. stating the nature of such failure with reasonable particularity.

**12.2 Remedies**

Without waiving any other right or remedy that may be available to Saturday Market, Inc. under this contract or by law as a result of Vendor's default, Saturday Market, Inc. may apply any or all of the security deposit to any cost or damage incurred by Saturday Market, Inc. as a result of the default, and may terminate this contract upon 48 hours' prior written notice of termination to Vendor.

**XIII. Compliance with Laws**

Vendor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, whether or not specified herein, at all times during the term of this contract.

**XIV. Notices**

Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, and addressed as follows:

|                                |  |
|--------------------------------|--|
| Vendor _____<br>_____<br>_____ | Attn. Permit Program<br>30 E. Broadway Suite 124<br>Eugene, OR 97401 |
|--------------------------------|--|

**XVI. Attorney Fees**

In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by the court, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.

**XVI. Non-Waiver**

Failure by either party to require strict performance of any provision of this contract shall not be waiver of, nor prejudice the party's right to require, strict performance of the same provision or any other provision of the contract in the future.

**XVII. Integration**

This contract embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract shall supersede all prior communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

**XVIII. Interpretation**

This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties do not intend to confer on any third party any rights under this contract.

**XIX. Jurisdiction and Venue**

All actions relating to this contract shall be tried before the courts of the State of Oregon to the exclusion of all courts that might have jurisdiction apart from this provision. Venue in any action shall lie in the Circuit Court of Lane County, Oregon.

By: \_\_\_\_\_  
(Signature of Vendor)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Vendor's Name)

By: \_\_\_\_\_  
(Signature of Saturday Market Representative)

Date: \_\_\_\_\_

For Saturday Market, Inc. under contract with the City of Eugene.

**EXHIBIT A**

**CITY OF EUGENE - STANDARD CONTRACT PROVISIONS**  
**Contracts Subject to ORS Chapter 279B**  
**Goods and Services including Personal Services**  
**OTHER THAN Architects, Engineers, Land Surveyors on Public Improvements**

The following provisions, if applicable, are hereby included in and made a part of the attached contract between the City of Eugene and the Contractor named thereon as provided for in the Eugene Code, 1971, the Eugene Public Contracting Rules, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the contract and may result in debarment of the Contractor or subcontractor from City contracts for up to three (3) years.

**1. Fair Employment Practice Provisions (Eugene Code, 1971, Section 4.625 and Eugene Public Contracting Rule 137-046-0500(2))**

- 1.1 Non-Discrimination Requirements. During the performance of this contract, the Contractor and each subcontractor agrees to comply with sections 4.613 to 4.655 of the Eugene Code, 1971, and as follows:
- (a) The Contractor and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.
- (b) The Contractor and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- (c) The Contractor and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.
- 1.2 Reporting. The Contractor and each subcontractor will, prior to commencement and during the term of the contract, provide to the City such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with subsection 1.1 above.
- 1.3 Violations. If upon an investigation conducted pursuant to rules adopted by the city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that the Contractor or any subcontractors of the Contractor have failed to comply with any of the terms of subsections 1.1 or 1.2, a determination thereof shall be made by the city manager. Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to the Contractor, pending compliance by the Contractor and/or its subcontractors, with the terms of subsections 1.1 and 1.2. Such determination may further result in debarment of the Contractor in accordance with the adopted rules.
- 1.4 Failure to Comply. Failure to comply with any terms of subsections 1.1 and 1.2 above shall be a material breach of the contract.
- 1.5 Inclusion of Fair Employment Practices Provisions in Contracts with Subcontractors. The contractor shall include the provisions of subsections 1.1 through 1.4 above in contracts with subcontractors so that the provisions will be binding upon each subcontractor.
- 1.6 Contractor Defined. As used in this section 1, "contractor" means all persons, wherever situated, but excluding local, state or federal units of government or their officials, from whom the City purchases Goods and/or Services costing \$2,500 or more in any fiscal year.

**2. ORS 279A.120 Nonresident Contractors.**

- 2.1 As used in this section, "nonresident contractor" means a contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, (B) does not have a business address in this state and (C) stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.
- 2.2 If the Contractor is a nonresident contractor and the contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The City shall satisfy itself that the requirement of this subsection has been complied with before the City issues a final payment on a public contract.

**3. ORS 279B.220 and Eugene Rule 137-046-0500(5) Conditions concerning payment, contributions, liens, withholding.** The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

**4. ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.** If the contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**5. ORS 279B.230 and Eugene Rule 137-046-0500(6) Condition concerning payment for medical care and providing workers' compensation.**

5.1 The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.2 All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**6. ORS 279B.235 and Eugene Rule 137-046-0500(7) Condition concerning hours of labor.** The contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

6.1 Personal Services Contracts. In the case of Personal Services Contracts, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 et seq. from receiving overtime.

6.2 Contracts for Services. In the case of contracts for services, persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement, in ORS 279B.020(1)(b)(B) to (G), or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

**7. ORS 279B.240 Exclusion of recycled oils prohibited.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

**8. ORS 279A.110 Discrimination in subcontracting prohibited; remedies.**

8.1 The Contractor may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.

8.2 By entering into the contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 8.1, against any minority, women or emerging small business enterprise in obtaining any required subcontract.

**9. Eugene Rule 137-046-0500(1) Right to Audit Records.**

9.1 Cost or Pricing Data. The Purchasing Agent may, at reasonable times and places, audit the books and records of any Person who has submitted cost or pricing data in connection with a contract to the extent that such books and records relate to such cost or pricing data. Any Person who receives a contract for which cost or pricing data are required, shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is authorized by the Purchasing Agent in writing.

9.2 Contract Audit. The Purchasing Agent shall be entitled to audit the books and records of the contractor or any subcontractor to the extent that the books and records relate to the performance of the contract. The contractor and each subcontractor shall maintain books and records for a period of three (3) years from the date of final payment under the contract or subcontract, as applicable, unless a shorter period is authorized by the Purchasing Agent in writing.

**10. Eugene Rule 137-046-0500(3) Right to Inspect Plant.**

10.1 Time for Inspection. The Purchasing Agent may, at reasonable times, inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of any contract awarded.

10.2 Contractual Provisions. The City may inspect supplies and Services at the contractor's or subcontractor's facility and perform tests to determine whether they conform to the contract requirements.

10.3 Procedures for Trial Use and Testing. The Purchasing Agent may establish operational procedures governing the testing and trial use of equipment, materials, and the application of resulting information and data to Specifications or Procurement.

10.4 Location. When an inspection is made in the plant or place of business of a contractor or subcontractor, such contractor or subcontractor shall provide without charge all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

10.5 Time of Testing or Inspection. Inspection or testing of supplies and Services performed at the plant or place of business of any contractor or subcontractor shall be performed at reasonable times during normal business hours.

10.6 Inspection of Construction Projects. Onsite inspection of construction shall be performed in accordance with the provisions of the contract.

**11. Eugene Rule 137-046-0500(4) Termination in the Public Interest.**

11.1 Termination Provisions. The City may terminate the contract for any reason considered by the City to be in the public interest. Reasons for termination in the public interest include but are not limited to:

- (a) The contractor cannot complete the work for reasons beyond the control of either the contractor or the City;
  - (b) Necessary materials are not available;
  - (c) A lack of funds;
  - (d) A phenomenon of nature of catastrophic proportions or intensity;
  - (e) Executive orders of the President related to national defense;
  - (f) Congressional or state acts related to funding or changes in applicable laws; or
- (g) The presence of other circumstances or conditions such that it is impracticable within a reasonable time to complete the work.

11.2 Payment When Contract Is Terminated. When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual items of work completed under the contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.

11.3 Payment for Construction Services. The City may provide in a contract for construction services, detailed provisions under which the contractor shall be entitled, as a matter of right, to compensation upon termination of the contract on account of any reason considered to be in the public interest.

**12. Eugene Rule 137-046-0500(8) Governing Law; Jurisdiction**

12.1 Governing Law. This contract shall be governed, construed, and enforced in accordance with the laws of the state of Oregon, unless otherwise approved by the City Attorney or designee.

12.2 Jurisdiction. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of Oregon for all purposes regarding the contract and further agrees and consents that venue of any action brought under the contract shall be exclusively in Lane County, Oregon, unless otherwise approved by the City Attorney or designee.

# Proposal for Food Cart Permit

(Please print this page & complete by hand)

I, the undersigned, an authorized representative of \_\_\_\_\_,

At the following postal address: \_\_\_\_\_  
\_\_\_\_\_

have read and thoroughly understand the *General Specifications, the Standard Contract Provisions, the Food Cart Permit Instructions*, and all other conditions of the *Request for Proposals* issued by Saturday Market for the **Food Cart Program**.

Acting on behalf of myself or my business, (which is listed above), I do attest that the services offered by us do meet the *Specifications* in every respect except those described in the attached list of *Exceptions*.

We have **attached** a new list of *Exceptions* \_\_\_\_\_ (initial)

We have **no exceptions** to the *Specifications* \_\_\_\_\_ (Initial)

We therefore offer and make this **Proposal** in furnishing food cart services in fulfillment of the attached requirements and *Specifications* and accept the rental schedule included in those *Specifications*.

Detailed description of services and prices (itemized products, varieties of products, flavors, etc., to be sold.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Furthermore, we agree to provide the services as requested in the *Specifications*

Beginning on: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

And continuing through: Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

\* Additionally, we agree to participate in, and ensure that all Saturday Market provided patio furniture and accessories (tables, chairs, umbrellas, bases and signs) provided for food cart customer seating is stored and locked in a designated location at the end of each and every business day that we operate unless we are notified that the responsibility is turned over by Saturday Market to a permitted event organizer on a given date.

Business Name: \_\_\_\_\_ Cart Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Contract Cart Location: \_\_\_\_\_

★ **DO NOT SIGN UNTIL INSTRUCTED BY NOTARY** ★

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

(Food Cart Owner)

In testimony whereof, I have here unto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
*Notary Public for Oregon*

My commission expires: \_\_\_\_\_

## Food Cart Addendum II

I hereby acknowledge that by leaving my food cart on the Broadway Plaza (Kesey Square), Olive and Broadway, or the Park Blocks (8th and Oak); that my cart may be vulnerable to issues such as; but not limited to, vandalism and theft. I also acknowledge that the City of Eugene and the Saturday Market, Inc. do not provide insurance for carts left overnight on the plaza, and the City of Eugene and the Saturday Market, Inc. are free from liability should any damage to said cart ensue.

Name of Food Cart: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(Owner)*

Date: \_\_\_\_\_

Name of Saturday  
Market Representative: \_\_\_\_\_

Signature: \_\_\_\_\_  
*(SMR)*

Date: \_\_\_\_\_



## Insurance and Hold Harmless Agreement

Name of Business/Organization: \_\_\_\_\_

Type of Business/Organization: \_\_\_\_\_

"I certify that I am an authorized representative of the above organization, and that the information provided is true to the best of my knowledge. I have been advised of the applicable Rules and Regulations as outlined in Administrative Order No. 53-98-05-F of the Eugene Code. I and/or the organization I represent agree to be bound by all applicable regulations and policies. I and/or the organization I represent understand that any violation of any of these agreements will result in forfeiture of deposit, and could jeopardize future use in Downtown Eugene. I and/or the organization I represent agree to indemnify, defend, and hold harmless the City of Eugene, its officers, agents and employees; Saturday Market, Inc., its officers, agents and employees from and against any and all claims, damages, losses and expenses, including legal fees arising out of or in any way related to my business activities and/or those of the organization I represent during the terms of the Contract."

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Applicant shall maintain during the term of this agreement a Comprehensive General Liability Insurance Policy in an amount equivalent to \$500,000 Combined Single Limit for Bodily Injury and Property Damage. A *Certificate of Insurance* listing the City of Eugene and the Saturday Market, Inc., as additional insureds shall be delivered to the Saturday Market office. The adequacy of all insurance required by these provisions shall be subject to approval by the City's Risk Manager. Failure to maintain any insurance coverage required by this agreement shall be cause for immediate termination of this agreement by the Saturday Market, Inc. under contract with the City of Eugene.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# Menu Item Change Form

Administrative Order Number 53-98-06-F states that there is a \$25.00 fee for each review of additional products. Each menu change has to be approved by the Saturday Market Manager or Assistant Manager and paid for by the vendor. If you are planning a menu change, please complete the following form, which will then be reviewed.

Name of Business: \_\_\_\_\_

Desired date of menu change: \_\_\_\_\_

Type of change:  Addition to menu     Deletion from menu     Revision of entree  
*(Check all that apply)*

Detailed Description of menu change:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Price of new item:    \$ \_\_\_\_\_

Is this a **permanent** or **seasonal** change? \_\_\_\_\_

Please explain reason or purpose of change:  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

|                                   |                                 |                          |
|-----------------------------------|---------------------------------|--------------------------|
| FOR ADMINISTRATIVE STAFF          |                                 |                          |
| <input type="checkbox"/> Approved | <input type="checkbox"/> Denied | Reason for Denial: _____ |
| _____                             |                                 |                          |

# Food Cart Fee Report

Vendor: \_\_\_\_\_  
(please print name)

Today's date: \_\_\_\_\_

Reporting month: \_\_\_\_\_

Number of days of operation: \_\_\_\_\_

Number of absences: \_\_\_\_\_

### Fees:

Gross sales for the month: \$ \_

6% of monthly gross sales/base rent\*: \$ \_

Electricity Fee of \$7.50 (if applicable): \$ \_

Late Fee: \$ \_

Renewal or New Vendor Fees: \$ \_  
(*\$25 renewal or \$195 + 1<sup>st</sup> & last mo*)

**TOTAL AMOUNT DUE: \$ \_**

*Please be aware that at any time, you may be required to show sales records upon request by the City of Eugene or Saturday Market.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Make Check payable to **Saturday Market**

Remit Payment to: Saturday Market

Attn: Courtney & Kimberly  
30 E. Broadway, Suite 124  
Eugene, OR 97401

\*Base rent: \$ 100.00/month **June through September**  
\$ 50.00/month **October through May**

**\*\*There is a \$25.00 late fee for accounts paid after the 10<sup>th</sup>.**  
Late fee will be applied for *each month* that the fees are past due. Permits will be suspended if any fees are 90 days past due.

FOR ADMIN USE  
**Date Received:**  
  
**Amount Paid:**  
  
**Payment Form:**  
  
**Receipt #**

## Leave of Absence Form

Cart Owner: \_\_\_\_\_

Name of Cart: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Current Cart Location: \_\_\_\_\_

**I hereby request a temporary leave of absence from my food cart location.**

**Departing Date:** \_\_\_\_\_

**Returning Date:** \_\_\_\_\_

I understand that I must remove my cart from the space during the duration of my leave of absence. I understand that I will be able to return to the spot I previously occupied on the date I have specified as my returning date. I understand that Saturday Market, Inc. reserves the right to allow another cart to sell in the space during the time span I have requested as my leave of absence. I understand that no fees will be assessed during my leave of absence and that I will not be allowed to sell during that time.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_