



Application to join Hampton Roads Food Truck Association

Membership is offered to licensed food truck businesses, carts, pop-ups, and street vendors.

To apply for membership:

- Complete application form
- Certify your business is in good standing
- Read and agree to HRFTA Code of Ethics and By-Laws
- Submit payment

Once membership materials are completed and submitted, your application will be reviewed by the Board of Directors for accuracy. Notification of Acceptance will be emailed to the address given.

Business Name: _____

Owner Name: _____

Phone Number: _____ Email: _____

Mailing Address: _____

Business Address (if different): _____

VA Tax ID Number: _____

Website (if applicable): _____

Facebook: _____ Instagram: _____

Other contact names:

Name/Relation: _____ Number: _____

Name/Relation: _____ Number: _____

Please list all cities that you hold a valid business license in:



CERTIFY YOUR BUSINESS IS IN GOOD STANDING

Applicants must be in good standing and in compliance with local vending laws to be accepted into membership. Please check below:

- I certify that I am in good standing and in compliance with local vending laws
- I certify that I have all documents required to include health inspection, fire inspection, any required special events or zoning permits.

AGREE TO HRFTA MEMBER RESPONSIBILITIES

- I have read, understand and have signed the Membership Responsibilities Contract

AGREE TO HRFTA CODE OF ETHICS AND BY-LAWS

- I have read, understand and agree to the HRFTA's Code of Ethics
- I have read, understand and agree to the HRFTA's By-Laws

Signature

Date



Member Responsibilities

Applications will be reviewed by the Board of Directors (BOD) for acceptance. HRFTA does not discriminate and membership is open to any food truck, cart, pop-up, or street/outdoor food vendor that maintains current health department certification, business licenses, insurance(s) and taxes for the city/state the vendor is doing business. Failure to maintain these items will result in immediate suspension until these have been brought current. If any member is suspended twice for failure to comply, this may result in permanent expulsion from HRFTA.

A Certificate of Insurance listing Hampton Roads Food Truck Association (HRFTA) as a co-insured is required for when we do our own member sponsored events.

Members must comply with policies set forth by the BOD and bylaws to maintain professional relationships with partners and to preserve the image of the group.

COOPERATION AND RESPECT: Members must work cooperatively with other members and will not engage in malicious or predatory pricing, marketing, etc. Members must agree to uphold the values and mission statement of the HRFTA when participating in HRFTA events and within the community. All dialogue regarding HRFTA and its members will be spoken professionally and positively about the organization. HRFTA wishes to maintain professional and prosperous relationships with all members and seeks to build upon a productive group synergy.

Members will not act or speak on behalf of the HRFTA without written consent of the HRFTA BOD. This includes talking to the press, city officials, and or any clients with whom the HRFTA does business.

No member of the HRFTA will directly contact a client in an attempt to gain more business where HRFTA has a confirmed relationship or sponsored event established. Members will not engage in malicious or predatory behavior against other vendors or HRFTA as a whole.

RISKS AND RISK MITIGATION: HRFTA promotes each event to the best of its ability and works with collaborating partners to cross-promote each event. HRFTA cannot guarantee sales of any kind at any event. We are not liable for lost revenue. Vendors understand that each event on a given day is unique and require the efforts on the vendor's side to attract customers. Vendors understand the risk involved in setting up in any location, and HRFTA can make no guarantee as to the number of people in attendance at an event, the weather that could affect the volume of sales for any vendor.

HRFTA and the BOD reserve the right to change and modify policies and agreements as deemed fit for the enhancement and benefit of the group. Any changes will be presented to the membership for discussion and a vote.

Any issue, problem or complaint will be brought forth to the BOD to mediate and resolve.

Generators that produce noise above a reasonable level must be positioned in a way to block sound (i.e. away from vending area, behind truck/cart, etc.). If this is not feasible, vendor must be able to muffle the sound in some manner. The BOD or members can assist with suggestions of how to block sound.

Vendors will obey all city and state ordinances.



FAIRNESS AND OPPORTUNITIES: The purpose of HRFTA is to give the community a place to go to find licensed, reputable HRFTA members and to provide additional vending opportunities to our members. HRFTA cannot force or recommend to any venue that they choose a particular HRFTA truck or cart. All inquiries/business opportunities shall be presented to the entire membership. It is the responsibility of the members to contact the interested venue or secure a space unless the venue prefers one point of contact which will be one of the BOD or their designee. At no time will any member be charged a service fee payable to HRFTA for any event.

HRFTA will negotiate the terms of their own contracts with equal input from participating vendors. Certain relationships that members may have established beyond HRFTA are separate from HRFTA and its interests. As part of our efforts in designing food truck events, members should understand that there should be no redundancies in menu item offerings at any one event. While there is equal opportunity for all members to vend at HRFTA sponsored events, there is no guarantee of participation. The selection of food vendors at an HRFTA sponsored event will be based on fairness and there will be no preferential treatment.

AT NO TIME are HRFTA members allowed to share HRFTA opportunities with HRFTA non-members or organizations outside of HRFTA. This will be grounds for immediate expulsion from HRFTA. This includes any information obtained from the HRFTA member Facebook confidential site.

CONFIDENTIALITY, CONTINUING OBLIGATIONS: Members acknowledge that HRFTA shall or may, in reliance upon this Agreement, grant members access to HRFTA's confidential and proprietary information. Members agree to not disclose to any other person (unless required by law) or use for personal or third party gain any such confidential or proprietary information at any time during or after the termination of this agreement, unless HRFTA grants express written consent of such a discloser and/or use. This paragraph and the confidentiality obligations contained herein shall survive the termination of this agreement.

TERM; TERMINATION: The Agreement shall commence on the Effective Date and continue until terminated by HRFTA if members breach this Agreement.

BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and those associated with their business such as employees, staff, or contractors, etc.

SEVERABILITY: If any part or parts of this agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

This is your contract with HRFTA.

By signing below, I agree to adhere to the rules and regulations set forth by HRFTA plus all local, state, and federal regulations required of my business. Failure to do so may result in permanent dismissal from the Association with no refund of fees.

Member (Signature)

Date