



### 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.

Agree to HRFTA of Code of Ethics and By-Laws.

Submit a copy of your logo, business license(s), COI and health dept. or dept of agriculture permit.

Submit payment information.

Attend an in-person orientation.

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: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Va. Tax ID number: \_\_\_\_\_

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

Facebook: \_\_\_\_\_ Twitter: \_\_\_\_\_

Emergency contact(s) — names and phone numbers:

\_\_\_\_\_

Please list all cities that you currently hold a license in:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### CERTIFY YOUR BUSINESS IS IN GOOD STANDING

Applicants have to be in good standing and in compliance with local vending laws to be accepted into membership.

I certify that I am in good standing and in compliance with local vending laws.

#### AGREE TO HRFTA CODE OF ETHICS AND BY-LAWS

Applicants have to agree to the FTA Code of Ethics and By-Laws to be accepted into membership.

I have read, understand and agree to the FTA's Code of Ethics.

I have read, understand and agree to the FTA's By-Laws.

---

Signature

Date

### **Member Responsibilities:**

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

Each vendor needs to have their own trashcan with bags, and is responsible for removing their own trash and trashcan from the property at the end of each event. No trash may be added to the dumpsters or trashcans at any venue unless express permission from the venue. If you are reported for not disposing your trash you may not be eligible for future events.

Any advertising regarding participation vending activities should include HRFTA logo, #hrfta, #hamptonroadsfoodtrucks and the event venue in all marketing materials, including online and social media. If you are a member of any other organization this cannot be displayed at HRFTA sponsored events or HRFTA advertised spots.

Only non-alcoholic beverages may be served.

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 vendor that maintains current health department certification, business licenses, insurance and taxes. Failure to maintain these items will result in immediate suspension until current. If any member is suspended twice for failure to comply; this may result in permanent expulsion from HRFTA.

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.

Members must work cooperatively with other members and will not engage in malicious or predatory pricing, marketing, etc.

Any grievance between two members must be submitted in writing to the BOD and a meeting time will be determined to hear both parties.

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 incomes. Vendors understand that each event on a given day is unique and require the efforts on the vendors 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 at an event, the weather, or 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.

HRFTA wishes to maintain professional and prosperous relationships with all members and seek for the advancement of such activities.

Generators that produce noise above a reasonable level must be positioned in a way to block sound (ex. 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 its committee can assist with suggestions of how to block sound.

Trucks may not block any driveway areas. Trucks must be disconnected from trailers and parked where they will not take up vending space. Vendors will obey all city and state ordinances.

For good consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

Uphold the values and mission statement of the HRFTA when participating in HRFTA events and within the community.

In all dialogue regarding HRFTA and its members will speak professionally and positively about the organization, and vice versa.

Members will Not act or speak on behalf of the HRFTA without the written consent of the HRFTA BOD - including but not limited to talking to the press, city officials, and/or any clients with whom the HRFTA do business.

The presence of HRFTA food trucks at events is partially dependent on his/her own relationships with prospective clients and partners. No member of the HRFTA will contact a venue in attempt to gain more business or take business from that member. HRFTA cannot force any venue to choose any particular truck or cart. All inquiries will be mass emailed to the membership. It is the responsibility of the members to contact the interested venue to secure a space unless the venue would prefer to have one point of contact which will be one of the BOD or their designee. At no time will any member be charged by HRFTA a venue or service fee. No members can charge or take any profit from other members. Failure to abide will result in immediate termination of membership. The purpose of HRFTA is to give the community a place to go to find licensed and responsible vendors and members additional vending opportunity.

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. Members will Not engage in malicious or predatory behavior against other vendors or HRFTA as a whole. Members will act in a manner at events that is professional and well representative of the group, its values, and mission statement. As part of our efforts in designing food truck events, members also understands that there will be no redundancies in menu item offerings at any one event. Under this consideration, and the standing policy of client-driven events in terms of placement of vendors, there is equal opportunity but no guarantees of participation in any HRFTA event, however; if one member truck is at a HRFTA event and there is a duplicate member that would like but cannot participate due to redundancy, preferential treatment will be given to the truck that was not able to participate.

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 disclosure and/or use. This paragraph and the confidentiality obligations contained herein shall survive termination of this agreement.

TERM; TERMINATION: The Agreement shall commence on the Effective Date and continue until terminated by HRFTA for any/or no reason or by HRFTA if members breach this Agreement. If the member no longer wishes to be a member, member will submit a letter to the HRFTA BOD stating such at which time HRFTA will terminate agreement.

BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the member and HRFTA.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**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 Assoc. with no refund of fees.

---

HRFTA representative (Signature) (Date)

---

Member (Signature) (Date)

---

(Print Name)

---

(Title)

---

(Address)

---

(Address)