



FOOD TRUCK SPACE RENTAL AGREEMENT

This FOOD TRUCK SPACE RENTAL AGREEMENT (the "Agreement") is entered into on this day of _____, 20_ (the "Effective Date") by and between _____ (the "Vendor", with its principal business/ mailing address located at _____ on the one hand and Past Times, LLC ("Past Times") with its principal business address located at 419 N State St., Girard, Ohio 44420. 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 5. The term of this Agreement shall be through one year (the "Term") unless terminated earlier pursuant to Section 3 of this Agreement.

2. Booking Fee. A \$50 non-refundable fee must be paid once the contract is signed. This fee will hold your date to serve at Past Times. Booking fees are subject to change at the discretion of Past Times and are as published at the time of scheduling. Once paid, the Booking Fee is non-refundable regardless of whether Vendor remains on Past Times property during the term of this Agreement or not.

3. Termination of this Agreement. Past Times may terminate this Agreement prior to the Term ending, with or without cause, and in Past Times's sole discretion, without any penalty whatsoever. If Past Times terminates this Agreement prior to the Term ending, Past Times 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.

4. Food Truck Space, Merchandise, & Display Standards. Past Times shall assign Food Truck, in its sole discretion, a parking space. Past Times has, in its sole discretion, final say on how the space is used and how the Food Truck presents to the general public. Food Trucks should be self-sufficient for electricity and water. Past Times reserves the right to change Food Truck's parking space without notice or consent at any time. Food Truck shall not affix any personal property to Past Times's premises without Past Times's prior, written consent. Food Truck shall not sell anything other than food, including but not necessarily limited to alcohol or merchandise. Food Trucks shall be considerate of other vendors, Past Times, and all patrons of Past Times. Past Times shall, under no circumstances, be liable for any loss or damage to Vendor's property. Vendor agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory to Past Times. 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.

5. Rules and Regulations. At all times, Vendor shall abide by Past Times rules and regulations as listed in Exhibit A.

6. Vendor Documentation. To the extent that Past Times requests and requires documentation from Food Trucks, Food Truck shall provide Past Times 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 Past Times, and Berk Properties, LLC. at a minimum of \$1,000,000 in coverage, and/or applicable waivers.

7. Indemnification. Food Truck agrees to indemnify, defend, and hold harmless Past Times, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, 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 Past Times's premises.

8. Limitation of Liability. In no event shall Past Times 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 "Past Times") for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to Food Truck's property, furnishings, equipment and merchandise that Vendor may incur arising out of Vendor's operations at Past Times, whether caused by the negligence of Past Times or otherwise. Past Times 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. In furtherance of the foregoing, in no event shall Past Times 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 Food Truck maintains any claim against Past Times, Vendor shall look solely to Past Times's leasehold interest in Past Times's premises and the proceeds thereof for the recovery of any judgment against Past Times, and no other property or assets of Past Times 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 Past Times be liable to Food Truck 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 Past Times the irrevocable and unlimited right and permission to use photographs and/or video recordings of Food Truck, Food Truck's intellectual property and Food Truck's property on each of Past Times'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. Food Truck hereby releases, acquits and forever discharges Past Times from any and 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. Food Truck hereby warrants that Food Truck and each of its employees and subcontractors is eighteen (18) years of age or older.

10. 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 Past Times. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Ohio without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of any State or Federal Court sitting in Ohio, 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, jurisdiction 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 one and 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.

Past Times, LLC	Vendor
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT A - RULES AND REGULATIONS

1. Vendor agrees to operate in a clean, safe, and hygienic manner and to keep the area surrounding their food truck clean at all times.
2. Vendor agrees to provide its own waste disposal and to dispose of all trash in designated areas provided by Past Times.
3. Vendor agrees to not park or store any vehicles or equipment in the parking lot outside of their designated area.
4. Vendor agrees to conduct its business operations during Past Time's hours of operation only.
5. Vendor agrees to follow all local and state health and safety regulations.
6. Vendor understands that Past Times reserves the right to terminate this Agreement immediately if Vendor fails to comply with any of the terms of this Agreement.