

## **Bid No. 2026-04**

### **Gainesville Texas Farmer's Market Food Truck Stall Space**

The City of Gainesville will be leasing a stall space for a Food Truck at the Gainesville Texas Farmer's Market, located on 215 W. Elm Street.

The term of the lease will be for one (1) year from date of bid acceptance.

The successful bidders will be expected to sign an agreement with the City.

#### **Address sealed proposals with the bid proposal name and bid number clearly marked on the outside of the envelope to:**

City Secretary, City of Gainesville, Municipal Building, 200 South Rusk, Gainesville, TX 76240

Sealed Bids will be accepted until:

**2:00 P.M., March 27, 2026**

Bids received after that time will not be accepted. Faxed, emailed, or electronic submittals will not be accepted. Bidders are invited to attend the bid opening, which will take place **Friday, March 27 at 2:00 P.M.** at City Hall, 200 South Rusk, Gainesville, TX.

The City of Gainesville reserves the right to reject any and all bids and to waive any informality in bids received, deemed to be in the best interest of the City.

#### **Sealed Bids shall contain:**

- Proposed Bid for Annual Lease of Space (Minimum of \$400)
- Hours of Operation in the following format:
  - Sunday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
  - Monday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
  - Tuesday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
  - Wednesday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
  - Thursday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
  - Friday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
  - Saturday: \_\_\_\_\_ AM to \_\_\_\_\_ PM
- Proof of General Liability Insurance, you will be required to have General Liability Insurance of \$1 million with the City of Gainesville listed as additionally insured if your bid is accepted.

#### **Bid Acceptance:**

Should your proposed bid be accepted, you will be required to:

- Sign the Agreement for Stall Space at the Gainesville Texas Farmer's Market (Draft for your review is attached in this packet)
- Have General Liability Insurance with the City of Gainesville listed as additionally insured.
- Obtain a Food Establishment Permit with the City of Gainesville Community Development Office.
- Have a signed Commissary Agreement with the City of Gainesville Community Development Office.
- Provide copy of Food Handler's Certification
- Have a copy of your Sales Tax Permit



**Bid Proposal Form**

**Bid No. 2026-04**

**Food Truck Stall Space**

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This form is to be completed and returned prior to bid closing Friday, March 27, 2026 at 2:00 P.M. for consideration; late bids will not be accepted.

Bidder Name:

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Company/ Food Truck Name:

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Mailing Address:

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City, State, Zip:

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Phone Number:

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Email Address:

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Signature of Individual Authorized to Sign Bid:

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Printed Name and Title:

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Date Signed:

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Proposed Bid Amount (Minimum \$400):

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Hours of Operation: (leave blank if closed)

- Sunday:        \_\_\_ AM to \_\_\_ PM
- Monday:        \_\_\_ AM to \_\_\_ PM
- Tuesday:        \_\_\_ AM to \_\_\_ PM
- Wednesday:    \_\_\_ AM to \_\_\_ PM
- Thursday:       \_\_\_ AM to \_\_\_ PM
- Friday:         \_\_\_ AM to \_\_\_ PM
- Saturday:       \_\_\_ AM to \_\_\_ PM

**Please attach proof of General Liability Insurance to this document.**



## Agreement for Stall Space at Gainesville Texas Farmers Market

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH YOUR APPLICATION AND APPROVAL AS A VENDOR FOR THE GAINESVILLE TEXAS FARMER'S MARKET, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND AGREE TO THE TERMS SET FORTH BELOW.

This Agreement made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the **City of Gainesville**, Texas, a home rule municipality of Cooke County, Texas, hereafter the "**City**,"

**AND**

\_\_\_\_\_, whose permanent mailing address for this act is \_\_\_\_\_,  
represented by \_\_\_\_\_, owner, hereinafter referred to as "**Vendor**."

### **Services Provided**

The **City** hereby grants the right and privilege to **Vendor** to utilize one (1) food truck space at the Gainesville, Texas Farmer's Market located at 215 W. Elm Street Gainesville, Texas 76240. The food truck and its accessories shall not extend beyond the bounds of the designated space provided by the **City**. Utility Pedestal with electricity and water is provided by the **City** to the **Vendor** at no additional cost to the **Vendor**.

### **Term of Agreement**

The primary term of this agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ unless otherwise terminated as herein provided. Vendor will be notified 30 days before expiration of contract with bid information and will be notified of the date in which they must vacate their space if their bid is not accepted.

Payment is collected at time of bid acceptance and before the execution of this Agreement. The agreed payment for the space as specified in the bid is \$ \_\_\_\_\_ payable to the City of Gainesville.

## Permits, Inspections, and Waste Disposal

**Vendor** must obtain a Food Truck Establishment Permit from the City of Gainesville Community Development Department. Food Handler Certification or accredited Food Safety Course Certificate must also be kept on file with the **City**.

**Vendor** is expected to pass any inspection conducted by Code Enforcement. Inspections are held at random. Failure to pass an inspection will result in termination of this agreement.

**Vendor** is responsible for the disposal of their own waste. A shared commercial dumpster is provided on the Farmer's Market premises. **Vendor** will be provided the code by the **City** to unlock the dumpster.

Grease is not permitted to be disposed of on the premises for the safety of the citizens and all who visit the Farmer's Market. Grease disposal is left to the responsibility of the **Vendor** and must have a Central Preparation/Commissary Agreement filed with the Community Development Department. Should a spill occur due to the **Vendor's** failure to properly maintain their grease, **Vendor** will be responsible for the payment of properly cleaning the spill area and pay a penalty fee of \$500.

## Hours of Operation

Spaces shall be occupied per the days and hours indicated on the approved bid. The **City** reserves the right to lease spaces not occupied by the original vendor on those days and times they have scheduled to not be present. Should the **Vendor** not be present, without prior notification or approval, on a day or time they had scheduled to be, the **City** may lease the space to another vendor to occupy the original vendor's space. No refunds shall be provided.

### Hours of Operation per the accepted bid are as follows:

Sunday:

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Monday:

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Tuesday:

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Wednesday:

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Thursday:

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Friday:

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Saturday:

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Hours of Operation may be changed seasonally by the **Vendor** (up to four changes through the duration of this Agreement). **Vendor** may email the **City** at any time to state change of hours with an effective date. Hours of operation cannot be extended if time interferes with the

hours of another Food Truck that is sharing the leased space. Periods of Absence (vacations and outside events) must be communicated with the **City**, **Vendor** Food Truck and any other equipment is expected to be off the Farmer's Market premises during a period of absence.

## **Off-Premise Storage**

Off-Premise Storage and proof of storage is required by **Vendor** prior to the execution of this Agreement. **Vendor** is expected to store their Food Truck and any additional personal property in an off-site location in compliance with the City of Gainesville Code of Ordinances.

Food Trucks are allowed to stay overnight on the premises if they are continuously open for what the City determines as "Full-Time Operation". Full-Time Operation is defined as being open for more than four hours per day. A Vendor that operates for 4 hours or less per day is considered to have "Part-Time Operation" and will be expected to remove their Food Truck if the space is leased to another Part-Time Vendor that does not coincide with the original Vendor's Hours. During days and hours not in operation, Food Trucks are expected to be removed from the premises as their spot is considered vacant and may be leased to another vendor during that time.

## **Other Rules and Requirements**

All vendors must have a valid Texas Sales Tax ID Number. If you sell taxable goods or services, you must obtain a Texas Sales Tax and use tax permit. There is no fee for the permit. More information can be found on the Texas Comptroller's Website at [www.comptroller.tx.gov](http://www.comptroller.tx.gov).

All food truck spaces shall be maintained in an aesthetically pleasing manner. It shall be unlawful for any person to throw, deposit, dump or discharge any rinds, fruit, paper, boxes, baskets, litter, waste or debris in any stall, Farmer's Market area, or parking lane. The **City** shall deem stalls unclean at their discretion.

## **Waiver and Hold Harmless Agreement**

In consideration of being permitted to participate as a Vendor at the Gainesville Texas Farmer's Market on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that: You represent and warrant to the **City** that you have full legal authority and capacity to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the "Vendor Parties"), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) **City** means and includes the City of Gainesville, GAINESVILLE TEXAS FARMER'S MARKET, its directors and members; and (b) "you" or "your" means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another employee or volunteers of **Vendor** agrees to indemnify, defend, and hold

the **City** harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees and associated expenses) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a **Vendor** is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and Waiver, any of the Vendor Parties makes a claim against the **City**, you agree, immediately upon request or demand by the **City**, to defend, indemnify, and hold the **City** harmless from all Liabilities which may be incurred as the result of such claim.

IN CONSIDERATION OF THE ACCEPTANCE OF YOUR APPLICATION, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR SALES AT THE GAINESVILLE TEXAS FARMER'S MARKET, OPERATING AT THE MARKET, AND WHILE YOU ARE ON THE MARKET SITE. YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING AS A VENDOR AT THE GAINESVILLE TEXAS FARMER'S MARKET, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, CONTACT WITH OTHERS, ACTS OR OMISSIONS OF OTHER VENDORS OR SHOPPERS, OR EFFECT OF WEATHER.

You agree to observe and obey all posted rules and warnings, to follow any instructions or directions provided to you by the **City** and to abide by any decision of any **City** official relative to your ability to safely participate in or attend the Gainesville Texas Farmer's Market. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Gainesville Texas Farmer's Market and to obey all applicable laws while participating in or attending the Market. This includes, generally, respect for other people, equipment, facilities or property. You agree that **City** officials may dismiss you, without refund, should your behavior, in the opinion of the **City** endanger the safety of or negatively affect the **City**. You understand and agree that the **City** is not responsible for any personal item or property that is lost, damaged, or stolen at the Gainesville Texas Farmer's Market. You understand and agree that the **City** reserves the right to cancel events held at the Gainesville Texas Farmer's Market in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, epidemics/ pandemics, or for any reason that would affect the safety and security of participants and/or visitors. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment. You agree to hold the **City** harmless from any liability, claim, demand, and cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Gainesville Texas Farmer's Market.

RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE THE CITY AND ALL OTHER PERSONS ASSOCIATED WITH THE CITY, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR APPLICATION

AND/OR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES OR THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES. THE CITY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, THE CITY WILL NOT BE RESPONSIBLE FOR (A) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE GAINESVILLE TEXAS FARMER'S MARKET; (B) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY THE GAINESVILLE TEXAS FARMER'S MARKET; (C) PERSONAL INJURY; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY AT THE GAINESVILLE TEXAS FARMER'S MARKET SITE; (E) ANY OTHER MATTER RELATING TO THE MARKET SITE OR SERVICES; OR (F) YOUR PARTICIPATION IN THE MARKET. YOU AGREE THAT THE GAINESVILLE TEXAS FARMER'S MARKET'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY THE CITY FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING THE CITY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND ALL OTHER PERSONS ASSOCIATED WITH THE CITY, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE GAINESVILLE TEXAS FARMER'S MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF WAIVER AND/OR THE TERMS OF USE INCLUDED IN THE VENDOR HANDBOOK.

You agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL RELATED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

POSSIBLE INCLUSIONS:

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I grant permission to the MARKET, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of the Gainesville Market Square for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the City of Gainesville Market Square.

### **General Liability Insurance**

Proof of General Commercial \$1 million of liability insurance with the City of Gainesville named as additionally insured is required after bid acceptance and before the execution of this contract.

### **Termination of Agreement**

This Agreement for Stall Space at Gainesville Texas Farmer's Market may be terminated as follows:

1. **Termination Without Cause.** This agreement may be terminated without cause, at any time, by written notice of the **Vendor**. No refunds shall be provided.
2. **Termination for Cause.** In the event of the failure of the **Vendor** to operate in accordance with the Vendor Handbook, fulfill their hours of operation as stated in the contract, or any other expectation listed in this contract, the **City** may give written notice of default, as hereinafter provided, specifying the alleged failure to comply. Once notified, the **Vendor** shall have thirty (30) days from the date of receipt of said notice to remove the Food Truck from the premises or it will be towed at the **Vendor's** Expense.

### **Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel**

House Bill 89, adopted by the 85<sup>th</sup> Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a Company entering a contract with a governmental entity or state agency to verify that the Company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

**I, the undersigned agent for the company named below, verify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.**

COMPANY NAME: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed name of Company Official: \_\_\_\_\_

**I, the undersigned agent for the company named below, verify that I have read this agreement and agree to the terms listed.**

COMPANY NAME: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed name of Company Official: \_\_\_\_\_

Attached to this Agreement are all the required supporting documents:

- Food Establishment Permit**
- Proof of General Liability Insurance**
- Commissary Agreement**

**Stall Space:** \_\_\_\_\_

**Permit Number:** \_\_\_\_\_

Approved and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Diana Alcala, City Secretary

\_\_\_\_\_  
Date