

MY FOOD TRUCK CONCIERGE LLC

CUSTOMER EVENT SERVICES AGREEMENT & TERMS AND CONDITIONS

Effective Date: _____

This Customer Event Services Agreement and Terms and Conditions ("Agreement") is entered into between **My Food Truck Concierge LLC** ("MFTC") and the customer identified below ("Customer"). By signing, approving an event proposal, submitting payment, or electronically accepting these Terms, Customer agrees to this Agreement.

1. CUSTOMER INFORMATION

Customer / Organization Name: _____

Authorized Representative: _____

Billing Address: _____

City / State / ZIP: _____

Phone: _____ **Email:** _____

2. EVENT INFORMATION

Event Name: _____

Event Date: _____ **Event Location:** _____

Estimated Attendance: _____ **Service Time:** _____

Estimated Number of Food Trucks: _____

Event Payment Model: ☐ Host-Paid ☐ Guest-Paid ☐ Recurring Guest-Paid ☐ Custom/Hybrid

Customer Maximum Approved Budget: \$ _____

3. PURPOSE OF MFTC SERVICES

MFTC provides food-truck event coordination and concierge services. MFTC may source vendors, determine an appropriate truck mix, obtain availability and pricing, coordinate bookings, manage event logistics, process Customer payments where applicable, coordinate substitutions, and serve as the primary point of contact for food-truck coordination.

MFTC is a coordination and event-management service and is not itself the food vendor unless expressly stated otherwise in writing.

4. INDEPENDENT FOOD-TRUCK VENDORS

Participating food trucks are independent businesses. Unless expressly stated otherwise, MFTC does not own, operate, employ, manage, or control participating food trucks. Each vendor is independently responsible for its food preparation and handling, ingredients, employees, equipment, vehicles, permits, licenses, insurance, health-code compliance, food-safety practices, taxes, service operations, and compliance with applicable law.

5. EVENT PROPOSAL

MFTC will provide an event proposal or booking confirmation identifying, as applicable, participating trucks, the payment model, truck-service amounts, MFTC fees, minimum-sales guarantees, estimated taxes, service times, deposits, venue requirements, and the total amount due from Customer. Customer approval authorizes MFTC to proceed with bookings.

6. CUSTOMER BUDGET

MFTC will make commercially reasonable efforts to structure the event within Customer's approved budget. Unless Customer approves an increase in writing, MFTC will not intentionally increase the approved event total beyond the final approved proposal. Customer-requested changes may result in additional charges.

7. TAXES

Applicable taxes may be included when required by law or the applicable transaction structure. For Guest-Paid Events, participating food trucks generally process their own attendee transactions and are responsible for taxes associated with those direct sales except where law provides otherwise. MFTC's coordination or concierge fee may itself be subject to applicable tax.

8. EVENT PAYMENT MODELS

- A. HOST-PAID EVENT.** Customer purchases the food-truck services for guests. Customer generally makes one payment to MFTC; MFTC coordinates the vendors, may collect truck-service funds, distributes contracted amounts to the trucks, and charges a concierge fee. Unless otherwise stated, the Host-Paid concierge fee will generally be **10% to 15%** of participating food-truck service amounts.
- B. GUEST-PAID EVENT.** Individual attendees purchase directly from participating food trucks. Customer pays MFTC a separate Event Coordination Fee; each food truck processes and retains its own attendee sales. Unless otherwise stated, the standard fee is:

Participating Food Trucks	Standard MFTC Coordination Fee
1 Truck	\$100
2 Trucks	\$150
3 Trucks	\$200
4 Trucks	\$250
5 Trucks	\$300
6 or More	Custom Quote

- MFTC may adjust Guest-Paid Event fees for unusually complex events, extended service periods, substantial travel, multi-day events, festivals, or materially greater coordination. Any adjusted fee will be disclosed before booking.
- C. RECURRING GUEST-PAID PROGRAM.** Customers requesting regular food-truck scheduling may enter into a monthly or periodic coordination arrangement. Pricing will be stated in a separate proposal or service schedule.
- D. CUSTOM OR HYBRID EVENTS.** MFTC may create an arrangement combining host-paid and guest-paid services, including vouchers, partial prepayment, minimum guarantees, or multiple service periods. Terms will be stated in the event proposal.

9. MFTC COORDINATION AND CONCIERGE FEES

MFTC's fees compensate MFTC for event consultation, truck sourcing, availability checks, cuisine planning, booking, scheduling, venue coordination, vendor communications, placement planning, confirmations, event troubleshooting, replacement-vendor sourcing, payment administration where applicable, and post-event administration. MFTC's fee is separate from food and beverage purchases.

10. SINGLE-PAYMENT STRUCTURE FOR HOST-PAID EVENTS

For Host-Paid Events using MFTC's centralized payment system, Customer may make one payment to **My Food Truck Concierge LLC**. MFTC may receive funds attributable to participating trucks, MFTC fees, applicable taxes, deposits, and other approved amounts, then distribute amounts owed to participating food-truck partners.

11. DIRECT ATTENDEE PAYMENTS FOR GUEST-PAID EVENTS

For Guest-Paid Events, attendees purchase directly from participating trucks. Each truck generally uses its own point-of-sale system, processes its own transactions, receives its own sales proceeds, handles its own refunds and disputes, and handles applicable taxes on those direct sales. MFTC does not receive a percentage of attendee food sales unless a different written arrangement is expressly disclosed and approved.

12. MINIMUM SALES GUARANTEES

A participating food truck may require a minimum level of event sales before accepting a Guest-Paid Event. Any minimum-sales guarantee will be disclosed to Customer before booking. If qualifying sales are below the approved minimum, Customer is responsible for the documented difference.

Unless otherwise stated, qualifying sales are the truck's gross food and beverage sales generated during the contracted event service period, excluding sales tax, tips, refunds, chargebacks, sales outside the event, and other non-qualifying amounts.

13. MINIMUM-GUARANTEE SALES REPORTING

When a minimum-sales guarantee applies, the participating truck may be required to provide MFTC with reasonable sales documentation, including a POS summary, register report, or transaction summary. MFTC may invoice Customer for any documented shortfall.

Unless otherwise stated, MFTC will not charge its Host-Paid percentage concierge fee on a documented guarantee shortfall when Customer has already paid the applicable Guest-Paid Event Coordination Fee.

14. PAYMENT TERMS

Payment terms will be stated in the event proposal, invoice, or booking confirmation. MFTC may require full payment of the coordination fee at booking, a deposit, partial or full prepayment, payment of guarantee shortfalls after the event, or other reasonable terms. An event is not secured until required payment is received and MFTC confirms the booking. Checks should be payable to **My Food Truck Concierge LLC**.

15. CREDIT CARD AND ELECTRONIC PAYMENTS

MFTC may accept credit cards, ACH, electronic transfers, checks, or other approved methods. If permitted by law and disclosed before payment, Customer may be responsible for an agreed processing or convenience fee. Returned checks, failed ACH payments, chargebacks, or reversed payments may delay or cancel a booking.

16. CUSTOMER CANCELLATION

Customer must notify MFTC in writing to cancel an event. Cancellation fees may apply because MFTC and participating vendors may have performed work, reserved the date, purchased supplies, scheduled staff, or declined other business. Unless otherwise stated, MFTC may retain amounts reasonably attributable to services already performed, nonrefundable vendor deposits, third-party cancellation charges, nonrecoverable processing expenses, administrative costs, and other nonrecoverable event expenses.

17. RESCHEDULING

MFTC will make reasonable efforts to transfer participating trucks to a new date, but availability is not guaranteed. Rescheduling may require different trucks, revised pricing, additional deposits, revised times, or additional fees. A rescheduling request is not effective until confirmed by MFTC in writing.

18. FOOD-TRUCK CANCELLATION OR NO-SHOW

If a participating truck cancels, becomes unavailable, or unexpectedly fails to appear, MFTC will make reasonable efforts to locate a comparable replacement, adjust the lineup, coordinate remaining trucks, or provide an appropriate refund or credit for services not provided where applicable. Exact menus, brands, vehicles, products, and pricing cannot always be duplicated.

MFTC maintains vendor-performance requirements intended to reduce no-shows, but participating trucks are independent businesses and MFTC cannot guarantee performance in every circumstance.

19. CUSTOMER CHANGES AND GUEST COUNT

Customer must promptly notify MFTC of material changes to guest count, event time, location, duration, venue, menu requirements, truck count, access, parking, utilities, or event schedule. Changes may affect availability, minimum guarantees, coordination fees, or pricing.

Customer is responsible for providing a reasonable attendance estimate. MFTC and vendors are not responsible for shortages, delays, reduced sales, or service limitations resulting from attendance materially differing from information supplied by Customer.

20. VENUE ACCESS, PLACEMENT, POWER, WATER, AND WASTE

Customer is responsible for obtaining permission for trucks to operate at the event location unless MFTC expressly agrees otherwise. Customer must provide reasonable access, vehicle clearance, suitable staging, safe ground conditions, and disclose known restrictions.

Placement may be affected by venue rules, fire-code requirements, vehicle dimensions, generator exhaust, propane requirements, emergency access, electrical access, pedestrian flow, and safety. Unsafe placement may be refused.

Unless specifically included in the proposal, participating trucks are generally expected to be self-contained. Customer or venue is responsible for any utilities it agrees to provide. Trucks are generally responsible for their immediate operational area and lawful disposal of operational waste; Customer or venue may be responsible for general event trash and site cleanup unless otherwise agreed.

21. WEATHER AND FORCE MAJEURE

Outdoor events are subject to weather. Rain alone does not automatically cancel an event. Neither MFTC nor a participating truck will be considered in breach for failure or delay caused by circumstances outside reasonable control, including severe weather, natural disasters, fire, government actions, public emergencies, venue closure, utility failure, road closure, civil disturbance, widespread transportation interruption, serious accidents, or comparable circumstances. MFTC will make reasonable efforts to mitigate the impact where practical.

22. FOOD ALLERGIES AND DIETARY REQUIREMENTS

Customer must communicate known dietary or allergen-related requests before the event. Participating vendors are independently responsible for ingredients, allergen disclosures, recipes, preparation methods, and food handling. MFTC does not independently certify food as allergen-free or suitable for specific dietary or medical needs unless expressly stated.

23. CUSTOMER CONDUCT AND EVENT SAFETY

Customer agrees to maintain a reasonably safe environment for MFTC representatives and participating vendors. Service may be suspended for immediate safety concerns including violence, threats, dangerous crowd behavior, unsafe vehicle access, fire hazards, illegal activity, severe weather, or other immediate hazards.

24. EVENT COORDINATION AND COMMUNICATIONS

Customer authorizes MFTC to communicate with participating trucks, venue personnel, event planners, property managers, Customer representatives, security personnel, and other persons reasonably involved with event logistics. Electronic approvals and signatures may be treated as written acceptance to the extent permitted by law.

25. PHOTOGRAPHY AND MARKETING

Unless Customer objects in writing before the event, MFTC may photograph or record general event setup, participating trucks, and food presentations for legitimate business and marketing purposes. MFTC will not intentionally publish private Customer information without authorization.

26. COMPLAINTS, REFUNDS, AND PAYMENT DISPUTES

Customer should report material service concerns promptly. Refund eligibility depends on services performed, vendor payments, deposits, cancellation timing, third-party costs, and applicable obligations. MFTC may issue full or partial refunds, credits, vendor-specific refunds, or no refund as appropriate.

Customer agrees to make a reasonable effort to resolve billing concerns with MFTC before initiating a chargeback. MFTC may provide relevant agreements, invoices, communications, confirmations, and proof of performance in response to payment disputes.

27. PROPERTY DAMAGE

A participating truck is responsible for damage directly caused by its own vehicles, equipment, employees, or operations to the extent provided by law and contract. Customer is responsible for damage caused by Customer, Customer's guests, venue conditions, or persons under Customer's control.

28. CUSTOMER INDEMNIFICATION

To the fullest extent permitted by applicable law, Customer agrees to indemnify and hold harmless MFTC and its owners, officers, employees, representatives, and agents from third-party claims arising from Customer's breach of this Agreement, unsafe conditions under Customer's control, unauthorized use of property, Customer's violation of law, materially inaccurate Customer-provided information, or acts or omissions of Customer or persons under Customer's control.

29. MFTC LIABILITY

MFTC is responsible for performing its own coordination services according to this Agreement. MFTC is not responsible for acts or omissions of independent vendors except to the extent MFTC separately assumes responsibility in writing or applicable law provides otherwise. To the fullest extent permitted by law, MFTC will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from an event. Nothing in this Agreement excludes liability that cannot legally be excluded.

30. INSURANCE

MFTC may maintain commercial insurance appropriate for its operations and may require participating trucks to maintain applicable insurance. Customer or venue must notify MFTC before booking if special limits, endorsements, or additional-insured requirements apply.

31. NO GUARANTEE OF ATTENDANCE OR VENDOR SALES

For Guest-Paid Events, MFTC does not guarantee attendance, attendee purchases, truck revenue, sales volume, profitability, or customer spending behavior. Customer is responsible for providing accurate attendance and event information.

32. PRIVACY, ELECTRONIC COMMUNICATIONS, AND SIGNATURES

MFTC may collect information reasonably necessary to coordinate events, process payments, communicate with vendors, maintain records, resolve disputes, and comply with legal obligations. Customer consents to event-related communications by email, text message, website messaging, electronic invoice, and other reasonable electronic methods. Electronic signatures, checked boxes, typed names, and digital acceptance may evidence agreement to these Terms to the extent permitted by law.

33. MODIFICATIONS, ASSIGNMENT, GOVERNING LAW, SEVERABILITY, AND WAIVER

Material changes to a confirmed event should be documented in writing, including revised proposals, email approval, electronic acceptance, or signed amendments. Customer may not transfer a confirmed booking without MFTC approval. This Agreement is governed by the laws of the State of Texas except where federal law controls. If a provision is invalid or unenforceable, the remaining provisions continue in effect. Failure to enforce a provision once does not waive future enforcement.

34. ENTIRE AGREEMENT

This Agreement, together with the approved event proposal, invoice, booking confirmation, amendments, Privacy Policy, and other expressly incorporated documents, constitutes the agreement between Customer and MFTC. Event-specific written terms control where they expressly conflict with these general Terms.

35. CUSTOMER ACKNOWLEDGMENTS

I understand that My Food Truck Concierge coordinates independent food-truck vendors and generally does not prepare or serve food itself.

I understand that Host-Paid Events and Guest-Paid Events use different payment structures.

For a Host-Paid Event, I understand that I may make one payment to MFTC and MFTC may distribute portions of that payment to participating food trucks.

For a Guest-Paid Event, I understand that individual attendees generally purchase directly from participating food trucks and that I pay MFTC a separate Event Coordination Fee.

I understand that the standard Guest-Paid Event Coordination Fee is generally \$100 for one truck plus \$50 for each additional truck through five trucks, unless a different fee is disclosed in my proposal.

I understand that six or more trucks, complex events, and recurring programs may be quoted separately.

I understand that a participating truck may require a minimum-sales guarantee and that I will be responsible for any documented shortfall only when the guarantee was disclosed and approved before the event.

I understand that MFTC generally will not charge its Host-Paid percentage concierge fee on a minimum-sales-guarantee shortfall when I have already paid the applicable Guest-Paid Event Coordination Fee, unless expressly disclosed otherwise.

I approve the event pricing and payment terms identified in the applicable event proposal.

I have reviewed and agree to this Customer Event Services Agreement and Terms and Conditions.

CUSTOMER SIGNATURE

Customer / Organization: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

MY FOOD TRUCK CONCIERGE LLC

Authorized Representative: _____

Signature: _____

Date: _____

EVENT PROPOSAL ACCEPTANCE

Event Payment Model: ☐ Host-Paid ☐ Guest-Paid ☐ Recurring Guest-Paid ☐ Custom/Hybrid

Participating Food Trucks: _____

MFTC Coordination / Concierge Fee: \$ _____

Food-Truck Service Amount, if Host-Paid: \$ _____

Minimum-Sales Guarantee(s), if applicable: \$ _____

Estimated Applicable Tax: \$ _____

Approved Event Total Due to MFTC: \$ _____

Deposit Required: \$ _____ Balance Due: \$ _____

Deposit Due Date: _____ Final Balance Due Date: _____

Event Date: _____

Customer Initials: _____ MFTC Initials: _____