

MY FOOD TRUCK CONCIERGE LLC

FOOD TRUCK PARTNER TERMS & CONDITIONS

Effective Date: _____

These Food Truck Partner Terms & Conditions ("Terms") govern participation by food trucks, trailers, mobile food vendors, caterers, beverage vendors, dessert vendors, and other mobile food-service businesses ("Partner," "Vendor," or "Food Truck") in the My Food Truck Concierge LLC ("MFTC") network, website, booking platform, and events coordinated by MFTC.

By creating a Partner profile, submitting information to MFTC, accepting an event booking, or otherwise participating in the MFTC network, Partner agrees to these Terms.

1. PURPOSE OF THE PLATFORM

MFTC provides event coordination, food-truck discovery, booking, scheduling, payment coordination, logistics, and related concierge services connecting independent food-service businesses with customers seeking food vendors for events.

MFTC does not operate Partner's food-service business and does not control Partner's food preparation, employees, menu, equipment, food-safety practices, or day-to-day operations.

Participation in the MFTC network does not guarantee Partner any minimum number of events, customers, sales, revenue, or income.

2. INDEPENDENT BUSINESS RELATIONSHIP

Partner is and shall remain an independent business. Nothing in these Terms creates an employment relationship, partnership, joint venture, franchise, or general agency relationship except as expressly established for MFTC's coordination of individual events and collection or distribution of event payments.

Partner is solely responsible for its employees, contractors, payroll, taxes, licenses, permits, food preparation and handling, equipment, vehicles, insurance, menu and product quality, regulatory compliance, and operation of its business.

Partner has no authority to enter into contracts or make representations on behalf of MFTC.

3. PARTNER ELIGIBILITY

Partner must operate a legitimate food-service business and maintain all licenses, permits, registrations, certifications, inspections, and insurance required for its operation and the jurisdictions in which it serves.

MFTC may require documentation before approving or continuing a Partner's participation.

- Legal business name and DBA/trade name;
- Owner or authorized representative and contact information;
- EIN or other required taxpayer information and completed IRS Form W-9;
- Menu, pricing, service area, photographs and promotional information;
- Health permits, mobile food vendor permits and food-safety certifications;
- Certificate of Insurance and vehicle/trailer information; and
- Other reasonably necessary business documentation.

Partner agrees to keep its information accurate and current.

4. PARTNER WEBSITE PROFILE

MFTC may create and publish a Partner profile on its website or other marketing channels. Partner authorizes MFTC to display information supplied by Partner, including its business name, logo, menu, photographs, cuisine type, descriptions,

service area, social-media information, pricing information, and other promotional materials.

Partner represents that it owns or has permission to use materials submitted to MFTC and grants MFTC a non-exclusive, royalty-free license to use those materials for operation and promotion of the MFTC network and events. Ownership remains with Partner.

5. EVENT REQUESTS

MFTC may contact Partner regarding potential events. An inquiry, availability request, tentative hold, or proposed event does not constitute a confirmed booking unless MFTC communicates that the event has been confirmed.

Partner may accept or decline an event before confirming the booking. MFTC may consider cuisine, capacity, pricing, customer preference, location, availability, past performance, reliability, and event requirements when selecting Partners.

6. CONFIRMED EVENT BOOKINGS

Once Partner accepts a confirmed event booking, Partner is making a binding commitment to provide the agreed services.

Partner must review the event date, location, arrival and setup times, service period, estimated attendance, menu/service requirements, guaranteed payment or minimum, payment arrangement, utilities, placement, access, cleanup requirements, and special instructions before acceptance.

Acceptance constitutes Partner's confirmation that it is capable of fulfilling the stated requirements.

7. CANCELLATIONS AND NO-SHOWS

Reliability is a fundamental condition of participation in the MFTC network.

Cancellation More Than 24 Hours Before an Event. If Partner becomes unable to fulfill a confirmed booking, Partner must immediately notify MFTC. MFTC will determine whether the cancellation affects future eligibility based on the circumstances, frequency, notice, customer impact, and Partner history. Repeated cancellations may result in suspension or removal.

CANCELLATION WITHIN 24 HOURS: If Partner cancels a confirmed event less than twenty-four (24) hours before Partner's required arrival time, Partner will be **PERMANENTLY REMOVED** from the My Food Truck Concierge platform and will no longer be eligible to receive bookings through MFTC.

NO-SHOW: A Partner is considered a no-show if Partner fails to arrive and perform at a confirmed event without written confirmation from MFTC that the booking has been cancelled or Partner has been released. Any Partner that no-shows a confirmed event will be **PERMANENTLY REMOVED** from the My Food Truck Concierge platform.

Partner understands that last-minute cancellations and no-shows can cause substantial damage to customers, events, MFTC's reputation, and other participating food trucks.

Limited Exception. MFTC may, in its sole discretion, waive permanent removal when Partner demonstrates that failure to perform resulted from circumstances genuinely outside Partner's reasonable control, including a serious accident, medical emergency, government closure, severe weather making travel unsafe, or catastrophic equipment or vehicle failure. Reasonable documentation may be required. The exception is not automatic and must be expressly granted by MFTC in writing.

8. ARRIVAL AND PUNCTUALITY

Partner must arrive at the time specified in event instructions and sufficiently early to enter the property, locate its assigned position, park and level, complete setup, connect approved utilities, prepare equipment, complete safety checks, and be ready to serve at the scheduled service time.

Repeated late arrivals may result in reduced booking priority, suspension, or removal. Partner must immediately contact MFTC if circumstances may delay arrival.

9. FOOD AND SERVICE RESPONSIBILITY

Partner is exclusively responsible for the food and beverages it prepares, sells, distributes, or serves, including ingredient sourcing, preparation, storage, temperature control, handling, allergens, menu accuracy, quality, portioning, employee hygiene, customer service, and food-safety compliance.

MFTC does not prepare, handle, store, transport, inspect, or serve Partner's food.

10. PERMITS AND REGULATORY COMPLIANCE

Partner is solely responsible for determining and maintaining permits and approvals required to operate at each event. Participation in MFTC does not constitute a representation that Partner is legally authorized to operate at a particular location.

Partner must comply with applicable health, fire, mobile food-unit, tax, business licensing, food-safety, propane/fuel, generator, vehicle, wastewater, and venue/property requirements. Partner must immediately notify MFTC if required authority is suspended, revoked, expired, or restricted.

11. INSURANCE

Partner must maintain commercially reasonable insurance appropriate for its operations and all coverage required by applicable law, venue, customer, or event contract. MFTC may require minimum limits.

Coverage may include Commercial General Liability, Product/Completed Operations Liability, Commercial Automobile Liability, Workers' Compensation when legally required, and other appropriate coverage. Upon request, Partner must provide a current Certificate of Insurance. MFTC, a customer, property owner, venue, or organizer may require additional-insured status when appropriate.

Failure to maintain required insurance may result in immediate suspension or removal.

12. EQUIPMENT AND UTILITIES

Partner is responsible for supplying and safely operating all equipment necessary for service unless an event agreement expressly provides otherwise. Partner must accurately disclose electrical, generator, water, propane, wastewater, grease disposal, vehicle dimension, service-clearance, and other requirements.

Partner may not assume electricity, water, internet, waste disposal, or other utilities will be available unless confirmed by MFTC.

13. EVENT SITE

Partner must comply with reasonable instructions from MFTC, the customer, venue, property owner, fire marshal, health authority, or event management regarding placement and safe operation. Partner must maintain its assigned area professionally and reasonably clean.

Partner is responsible for removing its equipment, trash, grease, wastewater, and other materials unless otherwise specified, and for damage caused by Partner, its employees, vehicles, equipment, or operations.

14. PRICING

Partner establishes or approves the amount it requires to participate in an event and must accurately disclose minimum guarantees, service charges, travel fees, menu pricing, staffing fees, and other amounts before accepting.

Once confirmed, Partner may not increase the agreed price without prior written approval from MFTC. MFTC may charge customers a separate concierge, coordination, booking, service, or other fee. Partner has no claim to MFTC's separately earned fees unless otherwise agreed in writing.

15. CUSTOMER PAYMENT AND DISTRIBUTION

For events using MFTC's centralized payment system, the customer may make one payment directly to MFTC. MFTC may collect funds attributable to Partner's services and subsequently distribute Partner's contracted amount according to the applicable event agreement.

Partner authorizes MFTC to receive and process such event payments for purposes of facilitating the transaction. Payment timing may be subject to customer payment clearing, event completion, refunds, chargebacks, disputed transactions, deposits, and event-confirmation terms.

Partner remains responsible for its own tax obligations except to the extent applicable law specifically places a collection or remittance obligation on MFTC.

16. TAX INFORMATION

Partner must provide accurate taxpayer information and documentation reasonably necessary for payment processing or legally required information reporting. Partner is responsible for consulting its own tax professional. MFTC may issue tax documents when required by applicable law.

17. REFUNDS AND CUSTOMER COMPLAINTS

If a customer alleges that Partner failed to provide contracted services, provided materially deficient service, caused property damage, violated health or safety requirements, or otherwise breached the event agreement, MFTC may investigate.

MFTC may temporarily hold disputed funds while a legitimate dispute is investigated to the extent permitted by law and the applicable payment arrangement. Partner agrees to cooperate reasonably. Nothing authorizes MFTC to withhold undisputed funds contrary to applicable law or written agreement.

18. CHARGEBACKS

If a customer initiates a payment dispute or chargeback attributable to Partner's services, MFTC may request performance documentation. Partner agrees to provide reasonably requested records promptly. Responsibility will be determined according to circumstances, event terms, payment-provider rules, and applicable law.

19. CUSTOMER RELATIONSHIPS AND NON-CIRCUMVENTION

Partner may interact directly with customers while performing an event. However, Partner may not intentionally circumvent MFTC with respect to a specific event or booking opportunity first introduced through MFTC for the purpose of avoiding applicable MFTC fees.

Nothing prevents Partner from serving existing customers or independently obtained customers.

20. PROFESSIONAL CONDUCT

MFTC may suspend or remove a Partner for threatening or abusive behavior, unlawful discrimination or harassment, fraud, intentional misrepresentation, unsafe food practices, lack of required permits or insurance, repeated customer complaints or lateness, material misrepresentation of menu/pricing/capabilities, property damage, intoxication while operating, or conduct creating a significant safety or legal risk.

21. PLATFORM SUSPENSION OR REMOVAL

Except for the permanent-removal provisions applicable to qualifying no-shows and cancellations within 24 hours, MFTC may suspend or terminate participation based on legitimate business, safety, compliance, customer-service, or platform-integrity concerns.

Removal does not eliminate outstanding payment, indemnification, confidentiality, tax, or other obligations arising before removal.

22. INDEMNIFICATION

To the fullest extent permitted by applicable law, Partner agrees to defend, indemnify, and hold harmless MFTC and its owners, officers, employees, representatives, and agents from third-party claims, damages, liabilities, penalties, costs, and reasonable attorneys' fees arising from Partner's food or beverages, preparation or handling, employees or contractors, vehicles or equipment, negligence or misconduct, violation of law, failure to maintain permits, breach of these Terms,

property damage, or bodily injury caused by Partner's operations, except to the extent finally determined to have resulted from MFTC's own negligence, willful misconduct, or liability that cannot lawfully be shifted.

23. LIMITATION OF MFTC'S ROLE

MFTC coordinates independent food-service businesses and events. MFTC does not guarantee customer attendance, Partner sales, event profitability, weather, customer behavior, venue conditions, utilities unless expressly confirmed, sales volume, or future bookings.

24. WEATHER AND FORCE MAJEURE

Events may be affected by weather, natural disasters, government actions, emergencies, utility failures, venue closures, or other circumstances outside reasonable control. MFTC will attempt to communicate changes promptly.

Cancellation, rescheduling, refunds, and payments will be handled according to the applicable event agreement. A force-majeure event does not automatically constitute a no-show or prohibited cancellation when MFTC determines that performance was genuinely prevented by circumstances outside Partner's reasonable control.

25. CONFIDENTIAL INFORMATION

Partner must reasonably protect private customer contact information, nonpublic event information, payment information, access codes, and other confidential information received through MFTC. Customer information may be used only for legitimate purposes related to the applicable event unless separately authorized.

26. PRIVACY AND DATA

Partner agrees that MFTC may collect, store, and process Partner business information as reasonably necessary to operate the platform, administer bookings, process payments, comply with legal obligations, maintain records, and communicate with Partner. Any separate website Privacy Policy also applies.

27. MODIFICATIONS

MFTC may update these Terms from time to time. Material changes will be communicated through the website, Partner account, email, or another reasonable method and apply prospectively according to the stated effective date.

A confirmed event remains governed by the terms applicable when confirmed unless the parties agree otherwise.

28. GOVERNING LAW

These Terms shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles, except where federal law controls. Any venue, dispute-resolution, arbitration, or jurisdiction provision should be established in MFTC's final attorney-reviewed agreement.

29. SEVERABILITY

If any provision is determined invalid or unenforceable, the remaining provisions continue in effect to the fullest extent permitted by law.

30. ENTIRE AGREEMENT

These Terms, together with the applicable event confirmation, Partner Agreement, Privacy Policy, and other expressly incorporated written terms, constitute the agreement governing Partner's participation in MFTC events. Event-specific written terms control over these general Terms if an express conflict exists.

PARTNER ACKNOWLEDGMENT

By registering with My Food Truck Concierge, Partner acknowledges the following:

I have read and agree to the My Food Truck Concierge Food Truck Partner Terms & Conditions.

I understand that accepting an event creates a commitment to appear and perform the agreed services.

I specifically understand and agree that a no-show or cancellation within twenty-four (24) hours of my required event arrival time will result in permanent removal from the My Food Truck Concierge platform, except when MFTC expressly grants a documented emergency or force-majeure exception.

I certify that the information and documentation I provide to MFTC are accurate and that I will maintain the licenses, permits, and insurance required to operate my business.

Food Truck Partner

Business Name: _____

Legal Business Name: _____

Authorized Representative: _____

Title: _____

Email: _____

Phone: _____

Signature: _____

Date: _____

My Food Truck Concierge LLC

Authorized Representative: _____

Signature: _____

Date: _____

Website acknowledgment recommendation: Require a separate checkbox stating: "I understand that a no-show or cancellation within 24 hours of my required event arrival time may result in permanent removal from the My Food Truck Concierge platform, subject only to an expressly approved emergency or force-majeure exception."

Legal notice: This draft is intended as a business agreement template and should be reviewed by qualified Texas counsel before being adopted, published, or used for binding electronic acceptance.