



## **Helping Hands Humane Society, Inc**

### **Food Truck/Parking Lot Vendor Use Use Contract**

Vendor/Owner Name: \_\_\_\_\_ Product: \_\_\_\_\_  
Business Name \_\_\_\_\_ Today's Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email: \_\_\_\_\_  
Desired Dates: \_\_\_\_\_ Desired Timeframe: \_\_\_\_\_

I, the undersigned representative of: \_\_\_\_\_ (business name) agree to abide by the following conditions set forth by Helping Hands Humane Society, Inc (HHHS) in order to host any type of third party on the premises of HHHS. Failure to do so will result in an immediate removal of the business from the premises and future use of HHHS facilities will not be permitted. These conditions are not intended to be insensitive, but are designed to ensure the safety and prevent liability of the animals in HHHS's care.

1. We agree and understands that this program is for fundraising purposes for Helping Hands Humane Society ("HHHS") and thereby vendor agrees to donate a portion of their proceeds in lieu of any type of "rent" or fees for space use. Standard donation proceeds are average 20% of sales during the duration of facility use, but proceed percentage shall be negotiated with HHHS Director of Business Development. Proceed sharing donations can be made in HHHS Gift Shop or by contacting HHHS Director of Business Development, with proceed donation occurring no less than once per month for ongoing facility use. If no donation schedule has been arranged, vendor will make a donation by the last Friday of each month that they use the facility.
2. If HHHS or the public has been misled in terms of donations or the purpose of fundraising, this contract shall be terminated and future business partnership between said parties will not be allowed.
3. Vendor will maintain their own insurance, and understand that they are not covered by HHHS Facilities Insurance. This means that all third party facility use persons waive the right to receive compensation from HHHS insurance for any accidents or injuries that occur on the premises to staff, patrons, customers, contractors, or affiliates of the vendor.
4. Vendors are responsible for their own state enforced vendor contracts, including taxes and insurance and operating safety licenses.
5. All vendors understand that HHHS is a no-smoking facility. We understand that you will need cooking elements or generator use, but cigarette use must occur on the Kwik Shop premises, rather than HHHS premise.
6. HHHS will advertise through media use, social media, mention on news segments, or other forms of advertising that the food truck/vendor is scheduled to be on our premise with mention that a portion of proceeds goes to benefit HHHS to encourage community participation, and vendor agrees to mention that a portion of proceeds will be going to benefit HHHS in all social media postings related to their parking schedule. This is to ensure that all customers are aware that it is a fundraiser.
7. Any schedule changes must be confirmed with HHHS Director of Business Development 24 hours in advance, and if inclement weather will preclude your presence, please leave a voicemail or e-mail to let us know so we can let customers and inquirers know about the schedule change.
8. Availability is based on other vendor's scheduling with the parking lot and parking lot space (ex: if HHHS is having particular events that may require full parking lot use, HHHS will notify vendors). HHHS public hours are generally 11:30am-6pm.
9. General ethical agreement: Business and individual representatives of said business must maintain similar standards to our organizations. HHHS does not conduct business with or permit access to our facility to persons who engage in behaviors or speech in-person or via social media that are discriminatory or abusive to any group or class of people, OR are in opposition of our mission related to animal welfare.
10. No foods or treats shall be given to any animals on the premises, without instruction or permission from a trained staff person.
11. This contract shall be updated annually for facility use, and arrangements throughout the year can be made with HHHS Director of Business Development once a contract is on file.
12. HHHS reserves the right to deny a vendor access to facility use.
13. Vendors with an annual contract on file and regular ("regular" = more than 4 scheduled occurrences per year) facility use will be given early-bird notification and reservations for all our events, will be given free vendor space at our events, and will be given placement with the greatest visibility at events.

14. HHHS reserves the right to not accept this application and to cancel a reservation at any time in the best interest of our organization.

We hope you enjoy your time at Helping Hands Humane Society, Inc and feel welcomed and supported during your event. We thank you for considering our location for your event and for assisting us in advocating for the health and wellness of animals in need!

I understand that this is a contractual agreement between my business and Helping Hands Humane Society, Inc. I understand that by not signing below my application will be denied. I have read the above-stated conditions and agree to abide by all of them in order to use the HHHS facilities/parking lot.

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Organization Rep. Signature

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Organization Rep. Print Name and Title

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Helping Hands Humane Society Inc Rep. Signature and Print

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Date

*For questions about donating in our gift shop, please contact Ashli Ahlf Customer Care Coordinator at (785)233-7325*

*For questions about the facility and special events, please contact Grace Clinton, Director of Business Development and Special Events, at*

*(785) 233-7325 or [gracec@hhhstopeka.org](mailto:gracec@hhhstopeka.org)*