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Food Truck Parking Management Agreement

This FOOD TRUCK PARKING MANAGEMENT AGREEMENT (the “Agreement”) is entered into on the date below (“Effective Date”) by and between Canyon County, a political subdivision of the state of Idaho, (“COUNTY”), with its principal business/ mailing address located at 1115 Albany St., Caldwell ID 83605 and Chilitime.com, an Idaho limited liability company, DBA Idaho Food Truck Association (“IFTA”), with its principal business address PO Box 9568, Boise Idaho 83708. Referred to collectively as “parties” or singularly as “party” herein. The County, acting through the Canyon County Board of County Commissioners (“Board”) possesses the authority to enter this services agreement pursuant to Idaho Code §§ 31-604 and 31-801.

I. Recitals

COUNTY owns and maintains parking lots (“Lots”) located on and around its Courthouse and Administrative Buildings (“Courthouse Campus”) around 1115 Albany St., Caldwell, Idaho; its Department of Motor Vehicles (“DMV Campus”) around 6107 Graye Lane, Caldwell, Idaho; and its Pickles Butte Sanitary Landfill (“Landfill Campus”) around 15500 Missouri Avenue, Nampa, Idaho.

Whereas, COUNTY wishes to enter into an agreement regarding the booking and management of food trucks on the Lots for food truck event purposes until the end of the calendar year, on or about December 31, 2026.

Whereas, IFTA agrees to coordinate scheduling, booking, collect booking fees on its own behalf, and manage food truck participation and parking on the Lots as agreed within and pursuant to any food truck parking agreement with COUNTY.

NOW THEREFORE, the parties agree as follows:

1. IFTA agrees to provide the following services:
 - a. Food truck parking management.
 - b. Recruit, schedule, book, manage, and promote food truck parking for food vendors at COUNTY’s designated Lots for daily food truck services, Monday through Friday,

- during County business hours (7:00 a.m. through 6:00 p.m.). IFTA may book food trucks at the Landfill Campus on Saturday during Landfill business hours as available.
- c. Advertise availability and promote scheduled vendors through IFTA managed social media accounts and through the IFTA website. IFTA is prohibited from using the Canyon County seal as part of its social media.
 - d. Process booking fees through IFTA's point of sale system for its approved vendors. IFTA will not collect any fees, parking or otherwise on behalf of COUNTY.
 - e. Charge daily booking fees to each vendor to cover cost of operating program, anticipated to be \$5-\$10 per vendor per day. IFTA is to retain 100% of the booking fee; COUNTY has no control or the amount of booking fees charged to vendors by IFTA.
2. COUNTY agrees to the following:
- a. COUNTY will provide IFTA with the maximum number of food trucks or carts available to be booked and direct the specific location on the Lots where the food trucks may be parked during the day.
 - b. COUNTY agrees to utilize IFTA exclusively for all food truck parking bookings for the term of this agreement. COUNTY does not control any food trucks wishing to park on other Caldwell City Streets, said restrictions would be directed for approval to Caldwell City.

II. Term

This agreement shall become effective upon signature of both parties. The term of this agreement shall be through calendar year 2026.

III. Termination of this Agreement

Either party may terminate this agreement at any point with a thirty (30) day written notice to terminate served upon the party at the aforementioned addresses. Upon termination, IFTA will provide reasonable notice of cancellation of food truck events to vendors upon termination and may refund each vendor for booking fees prepaid for applicable cancelled or unused days prior to the final termination date based upon any agreement IFTA has with any food trucks.

IV. Indemnification

Except to the extent prohibited by applicable law, including but not limited to Idaho Constitution Art. VIII, § 4, each Party (the "**Indemnifying Party**") shall defend, indemnify, and hold harmless the other Party (the "**Indemnified Party**") and its officials, employees, agents, and assigns from all claims which are alleged to arise from any error, act, omission or any negligence or willful misconduct of the Indemnifying Party and each of their servants, agents, and employees except to the extent that such claims are due to the error, act, omission or any

negligence or willful misconduct of the Indemnified Party. Notwithstanding anything contained herein to the contrary, the liability of each Party is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to either Party as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law. This section shall survive the termination of this agreement.

V. Video and Photography Release

COUNTY hereby grants IFTA the irrevocable and unlimited right and permission to take and use photographs and/or video recordings of food trucks and related content for use on IFTA's social media and other internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permissions. IFTA has no authority to represent itself as anything other than managing and scheduling food trucks for COUNTY and is prohibited from using Canyon County's seal or other property for its advertising or social media.

VI. Independent Contractor

1. *Right of control.* COUNTY has no right to control or direct the details, manner, or means by which IFTA accomplishes the booking of food trucks performed hereunder, other than set forth in this agreement or pursuant to a food truck parking agreement. County does retain control over the number of spaces available per day for food truck bookings and will provide IFTA with the information. IFTA has no obligation to work any particular hours or days or any particular number of hours or days.
2. *Relationship.* IFTA is an independent contractor and is not an employee, servant, agent, partner, or in a joint venture with COUNTY. IFTA has no authority – and may not hold itself out as having authority – to bind, commit, or act for or on behalf of COUNTY.
3. *Indemnification for taxes.* IFTA shall be responsible for, and shall indemnify COUNTY against, all required taxes or contributions, including penalties and interest, for itself, its employees, licensees, volunteers, or subcontractors. Furthermore, IFTA shall be fully responsible for insurance contributions for its employees, licensees, volunteers, or subcontractors, including unemployment and workers' compensation, and indemnify COUNTY against any claims made by or on behalf of itself or any of IFTA's employees, licensees, volunteers, or subcontractors.
4. *Compliance with Law.* IFTA agrees that it will provide all services, programs, or activities under this agreement in accordance with all applicable federal, state and local ordinances, statutes, regulations and requirements. IFTA shall comply with all provisions of federal, state and local regulations to ensure no applicant or vendor is

discriminated against based upon race, color, creed, national origin, religion, disability, age, or sex (including gender identity, sexual orientation, pregnancy) in the booking of any food truck pursuant to this agreement.

5. *Right of Refusal.* COUNTY reserves the right to refuse service or participation and ask anyone to leave based on inappropriate conduct to include: belligerent behavior; foul language; and/or harassing staff, other vendors and/or patrons. A violation of this provision authorizes County to have the Food truck vendor immediately leave the premises. County may request IFTA to not book the specific food truck vendor as part of this agreement.

VII. Miscellaneous

1. *Severability.* 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 the parties.
2. *Controlling Law.* This agreement shall be governed by, and construed in accordance with, the laws of the state of Idaho. Each party hereby irrevocably submits to the jurisdiction of any state or federal court of Idaho.

IN WITNESS WHEREOF, the parties have executed this agreement and intend to be bound thereby as of the below effective date:

Chilitime.com LLC/DBA Idaho Food Truck Association

Name: Tom Regan

Date: 1/19/2026

DATED this 30th day of January, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>Not in attendance</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	<u>X</u>	_____	_____
<u>Zach Brooks</u> Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, CLERK

By: D. Hogg
Deputy Clerk