

Mobile Food Truck Vendor Guidelines



Recreation

Canaveral Port Authority

445 Challenger Road, Suite 301

Cape Canaveral, FL 32020

Rev. 0 030625

Mobile Food Truck Vendor Guidelines

I. Purpose; Scope of Services

- a. The Canaveral Port Authority (“CPA”) has promulgated these Mobile Food Truck Vendor Guidelines (the “Guidelines”) for the public health, safety, and welfare of Port Canaveral’s guests and users and to create a standardized process by which Mobile Food Truck Vendors may apply to provide their services at Port Canaveral.
- b. As used in these Guidelines, “Mobile Food Truck Vendor” or “Vendor” shall mean a person or entity engaged in preparing, serving, and selling food and/or beverages for immediate consumption from a motorized vehicle or enclosed trailer that includes self-contained utilities and has valid state-issued license plates and registration.
- c. Vendors wishing to provide catering at any CPA-owned facility, except on CPA leasehold property when authorized by the applicable tenant, must submit a Mobile Food Truck Vendor Application Form (“Application”) and comply with the standards and requirements outlined in these Guidelines.
- d. When approved by the CPA, the Vendor may provide its catering services for a variety of events at an approved location within Port Canaveral.

II. Locations; Categories (Types of Events)

The location and categories a Vendor may provide catering at are as follows:

- a. Jetty Park – Daily Park Operations

If no Vendor has scheduled a certain date, the CPA may notify a Vendor about the availability to sell at Jetty Park on the available timeframe. Space is limited and available only on a first come, first served basis.
- b. Public Events (Port-wide)
- c. Third Party Events (e.g., non-profits; corporate meetings; community gatherings)

III. Vendor Fees

The following fees are due prior to a Vendors operation at Port Canaveral:

Fee Type	Amount
Vendor Application Fee (one-time, nonrefundable)	\$100.00
Annual Vendor Renewal Fee	\$50.00
Jetty Park – Daily Operations Rate	\$50.00/day
Public Events (Port-wide)	<i>Varies based on event</i>
Third-Party Events	<i>Varies based on event</i>

All rates are non-refundable. Notwithstanding the foregoing, the Daily Operations Rate, in CPA's sole discretion, may be transferred to another date due to unforeseen circumstances (e.g., inclement weather).

IV. Jetty Park: Daily Park Operations

- a. Two (2) Vendors of non-competing varieties will be permitted to serve at Jetty Park per day. CPA may choose to permit more than two (2) Vendors on days when higher attendance numbers are expected (e.g., rocket launches/holidays).
- b. Instructions for scheduling dates to serve at Jetty Park are described on the Mobile Food Truck Vendor Process and Scheduling.
- c. Vendors must submit payment for its applicable fee(s) no later than 6:00 P.M. the day following the invoice is sent.
- d. The date requested will only be held until 6:00 P.M. the day following the invoice is sent. If payment is not made by this time, the date will be made available again to all vendors.
- e. If a Vendor needs to cancel a date of service, they must notify CPA staff no later than two (2) weeks prior to the date to be eligible to transfer the fees paid to a new date.
- f. Cancellations made within of two (2) weeks may forfeit the vendor fees paid.
- g. Cancellations will not be refunded; however, vendors may choose another date of service to apply their payment towards.
- h. No-call/no-shows will be recorded in the Vendor's file. Three (3) or more no-call/no-shows within one (1) calendar year may be grounds for termination of the Vendor's Application.
- i. Mobile food trucks may only operate in designated zones as specified by CPA staff.
- j. Standard operating hours within Jetty Park are posted hours.
- k. If a Vendor arrives after the designated food truck inspection time (11:00 A.M.), it will be considered a no-call/no-show and no refund or date transfer will be given.
- l. In addition to the location of the mobile food truck, one (1) 10-foot x 10-foot area, covered or uncovered, may be permitted to accommodate seating and tables.

V. Public Events (Port-wide)

- a. If the CPA is hosting an event that is open to the public, CPA may contact Vendors to serve at the event.
- b. Vendors participating in these events may be required to apply for an event-specific permit and are subject to a separate application and operations fee.

VI. Third Party Events

- a. The CPA accepts special events applications for events occurring on non-leased CPA-owned property.
- b. Approved events may request a Vendor to serve at their event.
- c. If operating under a Third Party Event category, the Vendor shall coordinate directly with the third-party organizer(s). The Vendor shall in no way attempt or purport to bind CPA

to any terms of its agreement with the third-party organizer, unless CPA agrees to be so bound in writing.

VII. Insurance Requirements

- a. When operating on CPA-owned property, all Vendors must carry and maintain the following types and minimum coverage amounts, at its sole cost and expense:
 - i. Commercial General Liability (“CGL”) Insurance with minimum coverage limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - ii. Commercial Automobile liability coverage of \$300,000 per occurrence.
 - iii. Workers’ Compensation insurance in accordance with federal and Florida law.
- b. A Certificate(s) of Insurance (“COI”) naming the Canaveral Port Authority as additional insured on each liability policy must be provided to the CPA with the submission of the Vendor Application Form.

VIII. Business and Performance Standards

- a. The Vendor must be licensed and bonded to sell prepared food in the State of Florida and possess a catering license issued by the Florida Department of Business and Professional Regulation. The Vendor must provide CPA with proof of said licenses.
- b. Copies of Certificates for Catering and Alcohol (if applicable) are required for verification.
- c. The Vendor shall maintain a high standard of performance regarding quality of food and beverages provided, variety of menus, portion size, presentation of each dish, overall food presentation, quality of service personnel and sensitivity and adaptability to particular needs of guests.
- d. Vendors must provide properly trained and adequate staff for events and supervise their work.
- e. Vendors must provide trash receptacles and ensure cleanliness around their designated site.
- f. Operating in a fire lane or blocking fire hydrants or any other fire protection devices and equipment, or Americans with Disabilities Act (ADA) accessible parking spaces and/or accessible ramps is prohibited.
- g. CPA will accept Vendor applications on an ongoing basis. Each Vendor is responsible for renewal of its Application on an annual basis.

IX. Fire and Health Inspection

- a. A fire inspection by Canaveral Fire Rescue (“CFR”) is required each time the Vendor is catering on CPA-owned property. The Vendor must be in place and ready in time for the inspection.
- b. CFR will arrive to inspect food trucks at 11:00 A.M. or as otherwise confirmed by the CPA.
- c. Vendors must wait to serve guests until the fire inspection has been completed and the CFR inspector has provided their approval.
- d. An inspection by the state or local health department may also be required at any time.
- e. If a Vendor fails any fire or health inspection, service must stop immediately and the Vendor must promptly leave CPA-owned property.

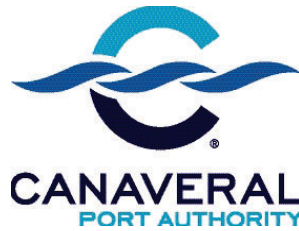
X. Supplemental Conditions

By the Vendor’s operation on CPA-owned property, the Vendor acknowledges:

- a. **Termination.** The CPA reserves the right to request a Vendor to vacate CPA property at any time, with or without cause. Furthermore, the CPA reserves the right to terminate the Vendor’s right to operate on CPA-owned property for any observed violation of these Guidelines or other applicable laws. If the Vendor is terminated, the Vendor may not re-apply for one (1) year from date of said termination.
- b. **Indemnification.** The Vendor shall save, defend, indemnify, and hold harmless the CPA from and against any and all claims, suits, and liability for injury or death to persons or damage to property arising from or relating to the Vendor’s acts, negligence, errors, or omissions occurring on CPA-owned property.
- c. **Limitation of Liability.** The CPA shall not in any event be liable in damages for business loss, business interruption, or other consequential damages of whatever kind or nature, regardless of the cause of such damages, including but not limited to any perceived breach of contract or dispute between a Vendor and a third-party event organizer.
- d. **Sovereign Immunity.** The CPA is a political subdivision of the State of Florida. Nothing contained within these Guidelines shall be construed as a waiver of the CPA’s sovereign immunity under Section 768.28, Florida Statutes.

Appendix A: FOR-2025-001-REC-3, Mobile Food Truck Vendor Application

Reference: §509.102(5), Fla. Stat. (2024)



**Mobile Food Truck Vendors
Application Process and Scheduling**

Process:

1. Review Mobile Food Truck Vendor Guidelines.
2. Complete the Food Truck Vendor Application Form (“Application”) and W-9.
3. Submit the Application, W-9, Certificates of Insurance (“COI”) evidencing types and coverages required as listed in the Application, business license, food menu, photograph, and dimensions of food truck to <JPfoodtrucks@portcanaveral.com>.
4. Once the application is received the vendor will receive an invoice for the nonrefundable \$100 application fee, due within 24 hours of receipt.
5. After payment is received, the COI will be reviewed for approval by the CPA’s Risk Management Department.
6. Following CPA staff’s review, the vendor will be notified of approval or denial of its Application. The review process may take up to thirty (30) days. Approved vendors will then be able to request and schedule dates to serve at Jetty Park.

Scheduling:

1. Scheduling requests are accepted on a first come, first serve basis.
2. To begin, the vendor must send an e-mail to <JPfoodtrucks@portcanaveral.com> that includes the business name and the date(s) requested. Requests may only be requested up to three (3) months prior to the requested date.
3. Once CPA staff have confirmed the date is available, the vendor will receive an invoice for the \$50 daily operations fee. Payment must be made by 6:00 P.M. the day following the invoice is sent. The date will only be held until 6:00 P.M. the day payment is due; if payment is not made by this time, the date will be released and available again for all vendors.
4. Once the daily operations fee payment is made, the vendor will receive an email confirming the date and identifying the location the vendor will be setting up at. This may take up to 24 hours.
5. On the date of service at Jetty Park, the vendor will check in with CPA staff at the front entry booth and then proceed to their designated location.
6. The vendor is responsible for arriving with sufficient time to set up and be ready for Canaveral Fire Rescue food truck inspections beginning at 11:00 A.M. If directions are needed, please contact the CPA supervisor on duty at 321-258-1955. **Note:** IF THE VENDOR IS NOT PRESENT AND READY IN TIME FOR CFR FOOD TRUCK INSPECTIONS AT 11:00 A.M., THEY MUST LEAVE THE PARK IMMEDIATELY AND WILL NOT RECEIVE A REFUND OR DATE TRANSFER FOR THEIR DAILY OPERATIONS FEE.
7. Prior to leaving Jetty Park, the vendor must ensure their site is empty and clean of debris. All belongings must be taken regardless of whether the vendor will be back the next day. There is no on-site storage available or permitted for vendors.



Recreation Department
 Canaveral Port Authority
 445 Challenger Road, Suite 301
 Cape Canaveral, FL 32926
 Phone: (321) 783-7111
 E-mail: specialevents@portcanaveral.com

MOBILE FOOD TRUCK VENDOR APPLICATION FORM

INSTRUCTIONS:

After completion of this Application, please scan and return this form via e-mail to [<JPfoodtrucks@portcanaveral.com>](mailto:JPfoodtrucks@portcanaveral.com)

The following items must be submitted with this application: W-9, business license, menu, photograph of food truck/trailer, and dimensions of truck/trailer (H'xW'xL').

Submission of this form indicates that the vendor has read and agrees to abide by the Canaveral Port Authority's ("CPA") Food Truck Vendor Guidelines packet (document available separately).

PLEASE FILL IN ALL INFORMATION ON FORM. MISSING INFORMATION MAY RESULT IN A DELAY IN PROCESSING APPLICATION.

APPLICANT INFORMATION			
Company Name:		Date:	
Contact Name:			
<small>First and Last Name</small>			
Company Website:			
<small>(Or social media)</small>			
Billing Address: <u>Address</u>		<u>Apt/unit.</u>	
<small>Street Address</small>		<small>Apartment/Unit #</small>	
<u>City</u>		<u>State</u>	
<u>Zip Code</u>			
Phone: _____		Email: _____	
Preferred Method(s) of communication: <input type="checkbox"/> Phone <input type="checkbox"/> Text <input type="checkbox"/> Email			
Business Type: _____			
Florida DBPR or Department of Agriculture License #: _____			
<small>(Copy of License is required)</small>			
Florida Div. of Alcoholic Beverages & Tobacco License #: _____			
<small>(If applicable, Copy of License is required)</small>			
Dimensions of Vehicle (H'xW'xL'): _____			
Describe in detail the goods and/or services your company provides:			
<small>Click or tap here to enter text.</small>			

INSURANCE INFORMATION

Insurance: A copy of coverage limits for Commercial General Liability, Commercial Auto Liability, and Workers Compensation must be included with this submission, and if approved as a Vendor, a certificate of insurance (COI) naming the Canaveral Port Authority as additional insured and certificate holder must be submitted within 2 weeks of approval. **THIS APPLICATION WILL NOT BE PROCESSED WITHOUT THIS INFORMATION.**

ACKNOWLEDGMENT, INDEMNITY, PHOTO RELEASE, AND SIGNATURE

Acknowledgment: My signature below acknowledges that I, on behalf of myself and the company or entity listed above (the "Vendor"), have read, understand, and agree to the Mobile Food Truck Vendor Guideline Packet and the information set forth in this application. I confirm that the goods and/or services offered during an event will be the same items described in the description and photos I have enclosed and as agreed with the CPA's Recreation Department. I understand that my participation as a Vendor is only at the discretion of the CPA's Recreation Department and may change at any time.

Indemnity: The Vendor is solely liable for the content and suitability of its equipment and property. The Vendor shall save, defend, indemnify, and hold harmless the CPA from and against any and all claims, suits, and liability for injury or death to persons or damage to property arising from or relating to the Vendor's acts, negligence, errors, or omissions occurring on CPA-owned property. Nothing contained herein shall be construed as a waiver of the CPA's sovereign immunity under Section 768.28, Florida Statutes.

Photo Release: The Vendor grant the CPA full rights and license to use the images and likeness resulting from any photography/video filming while on property, including any reproductions or adaptations of the images, which may be used for any reason by CPA, including promotional purposes such as news releases.

Vendor Disclosure: If any of the owners or employees of your company are employees of the CPA and/or related to an employee or elected official of the CPA in any capacity, please list their name(s) below:

If any of the owners or employees of your company become employees of the CPA and/or become related to an employee or elected official, Vendor must notify the Recreation Department in writing within 30 days. Withholding this information may result in Vendor's disqualification.

Termination: The CPA reserves the right to terminate the Vendor's right to operate at Port Canaveral at any time, with or without cause.

Vendor Signature: _____ Date: _____

***** FOR CPA RECREATION DEPARTMENT USE ONLY*****

RECEIVED BY: _____ DATE: _____

PROCESSED BY: _____ DATE: _____

NOTES:

COI EXPIRATION:

APPROVALS

Name	Title	Signature	Date
	Director, Risk Management		
	Director, Recreation		

STATUS

Status	Date	Reason / Explanation