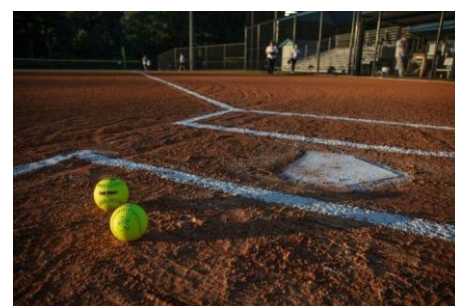


Food Truck Packet 2021

Walnut Creek Athletic Complex



**PARKS, RECREATION
AND CULTURAL
RESOURCES**

Walnut Creek Athletic Complex
1201 Sunnybrook Road
919-996-2725
parks.raleighnc.gov



Raleigh
Parks

Walnut Creek Athletic Complex

Food Truck Plaza General Information

The Food Truck Plaza is approx. 2000 sq. ft and includes the following:

- Great location, conveniently located in the middle of the complex
- Seating options next to the plaza and throughout the complex
- The Food Truck Plaza has 3 NEMA 14-50R 50 Amp receptacles, as well as a water hose hook-up
- There is access to *6/3 & 8/1 SEOW 50 Amp Outdoor Extension Cords*





- The vendor fee collected by City of Raleigh Parks, Recreation and Cultural Resources for all events at Walnut Creek Athletic Complex will be \$50 per day.
 - The Food Truck Plaza can accommodate 3 food trucks, we will do our best to book so that there are no direct competitors and ensure that our patrons have a variety of food choices.
 - All vendors must register with the city and be included on the City of Raleigh Approved Vendors List, to do so vendors must contact Amanda Fletcher by email at amanda.fletcher@raleighnc.gov and have the following:
 - NC Sales and Use Tax
 - General Liability Insurance Coverage- Listing the City of Raleigh as additionally insured
 - Most recent copy of your inspection grade if applicable.
 - Signed Letter of Arrangement
 - Signed Waiver on file with PRCR
 - Signed Rules and Regulations on file with PRCR
- If using canopy/tent larger than 10x10:**
- ASTM Certification
 - Manufacture's Installation Book



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City of Raleigh

Parks, Recreation and Cultural Resources Department

2021 Walnut Creek Athletic Complex Vendor Letter of Arrangement

* One form completed **per event**- a series is considered **one** event.

Vendor Name/Company Name Information:

Business/Company Name: _____

Contact Person: _____

Position/relationship to business: _____

Company address: _____

City: _____ State: _____ Zip code: _____

Contact number: office/home: (____) _____ - _____ Cell phone: (____) _____ - _____

E -mail address: _____ Web address: _____

To be completed by Raleigh Parks and Recreation staff:

Name of the event: _____ Date(s): _____

Event location: _____

Event hours: _____ am/pm - _____ am/pm

Vending hours: _____ am/pm - _____ am/pm

The vendor's official set-up time is: _____ am/pm. Official ending time of vending: _____ am/pm. City of Raleigh Staff contact name and number: _____

Number to reach staff on the day of the event: _____

To be completed by City of Raleigh Parks and Recreation Department staff- Vending Fees:

1. The vendor will pay the City of Raleigh _____% of gross adjusted sales revenue (gross sales after tax) **after** the event OR a flat rate of \$ _____ **before** to the event to secure participation. Check payment is made payable to: City of Raleigh Payment due date : _____

2. Event cancellation/inclement weather procedure by Raleigh Parks and Recreation and arrangement of fees: _____

3. Other terms _____

The vendor agrees to abide by all federal, state, county, and local government rules and regulations. Failure to comply with these and any of the above stated arrangements or terms as stated in this document shall terminate the vendor's arrangement and participation from the above named event immediately and may result in the loss of opportunity to work at any future Raleigh Parks and Recreation event.

Vendor's Signature

Date

Raleigh Parks Recreation and Cultural Resources
Event Coordinator - Acknowledgement

Date

FOR OFFICE USE ONLY:

Payment received: _____

Amount received: \$ _____

Payment method: _____

Received by: _____

Account # Deposit: _____

COVID-19 requirements to utilize Walnut Creek Athletic Complex:

- All spectators, coaches, athletes, officials, vendors, City of Raleigh employees, etc. are required with federal, state and local guidelines. Failure to abide could result in removal from the complex.
- All spectators, coaches, athletes, officials, vendors, City of Raleigh employees, etc., shall comply with any applicable laws, regulations or orders concerning the wearing of masks or other forms of personal protective equipment, social distancing and other public health measures to prevent the spread or transmission of infectious disease.
- Coaches must wear face coverings at all times.
- When not actively engaged in competition or “warm-up” activities, athletes must wear face coverings.
- All people in attendance will be required to pass a Wellness Check upon entering the Complex.
- Teams must conduct daily symptom assessments by coaches and players (self-evaluation). Anyone experiencing symptoms must stay home.
- Athletes are strongly recommended to travel to the venue alone or with a member(s) of their immediate household, if possible. Face coverings are strongly recommended for individuals traveling to and from the venue.
- Whenever possible, equipment and personal items should have proper separation and should not be shared. If equipment must be shared, proper sanitation should be administered between users.
- No touch rule – players should refrain from high fives, handshake lines, and other physical contact with teammates, opposing players, coaches, umpires, and fans. A “tip the cap” can be used following the game in lieu of the handshake line.
- No spitting or eating seeds, gum, other similar products.
- Each team must provide their own bucket of “clean” balls during play.

COVID Wellness Check Questions:

All spectators, coaches, athletes, officials, vendors, City of Raleigh employees, etc. will be required to successfully complete a COVID wellness check conducted by City of Raleigh employees prior to entering the facility. The check will occur at the entrance gate(s) to the facility. Once completed each individual will receive a fabric wristband that must be displayed when inside the gates of the facility.

Participant: Questions for Wellness Screening

- 1) Do you or do any of the children you are dropping off or any of your group have a fever*, cough, shortness of breath or difficulty breathing, chills, new loss of taste or smell, vomiting or diarrhea?

☐

YES

☐

NO

*Fever is determined by an oral thermometer reading 100.4 (infrared forehead reading of 98.4). or higher or by subjective signs such as flushed cheeks, fatigue, extreme fussiness, chills, shivering, sweating, achiness, headache, not eating or drinking. The City of Raleigh will complete an infrared temperature check.

- 2) Have you or any of the children you are dropping off in your group been in contact with anyone with COVID-19 symptoms? If yes, when?

☐

YES

☐

NO

WHEN? _____

- 3) Have you or any of the children you are dropping off in your group potentially been exposed* to COVID-19 or have reason to believe you/they have COVID-19? If yes, when?

☐

YES

☐

NO

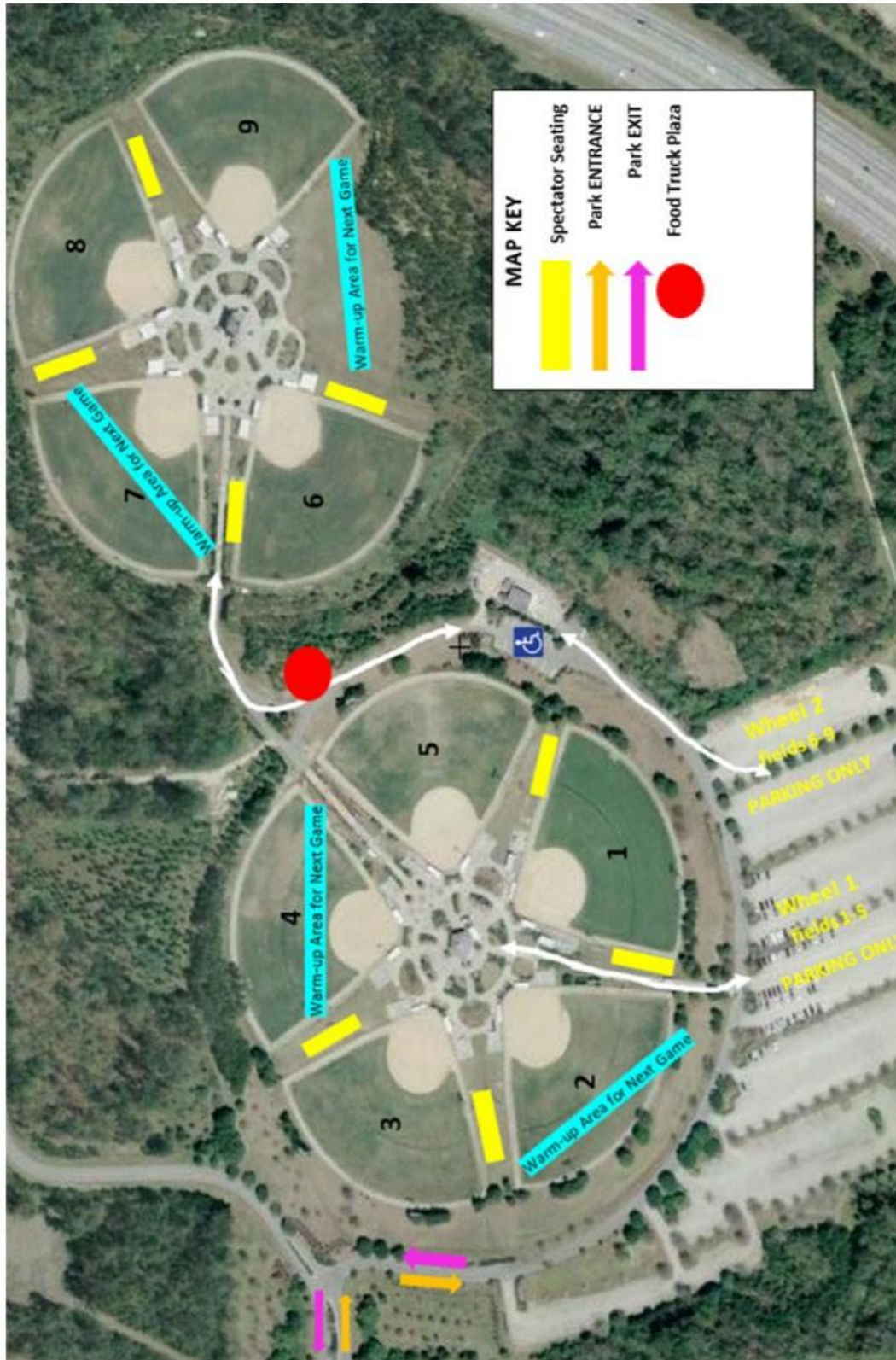
WHEN? _____

*Exposure is sharing a household or having close contact with anyone with COVID 19 or has symptoms of COVID 19.



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City of Raleigh *Walnut Creek Athletic Complex* *Map*



WALNUT CREEK ATHLETIC COMPLEX STIPULATIONS GOVERNING FACILITY USE

1. City of Raleigh Parks, Recreation and Cultural Resources Department sponsored/partnered programs have scheduling priorities over all field uses.
2. The specified user shall not sub-let the facility.
3. The possession and/or consumption of alcoholic beverages and/or illegal drugs are prohibited on all City of Raleigh parks property. If alcoholic beverages and/or illegal drugs are detected, Raleigh Police Department will be called, and appropriate action will take place.
4. There will be NO SMOKING allowed on the plaza, in accordance with the City of Raleigh Ordinance (No. 2011- 834) which states: "All city parks and greenways and structures associated with parks and recreation except that smoking shall be permitted in Moore and Nash Squares and in all parks and greenway areas specifically delineated as automobile parking areas."
5. The user organization shall be responsible for the general clean-up of the facility. In the event the facility is not cleaned after the use of the facility, the user/organization will be billed for the cost of clean-up by the Department. (Cost determined by staff.)
6. In the event of inclement weather, the Department reserves the right to cancel all reservations.
7. RPRCRD may deem it necessary to have uniformed police/security officers to be on the premises; the user/organization shall be responsible for making arrangements of such officers and for paying directly for their services. If the function exceeds 500 persons, a security officer is required (1 per 500 patrons).
8. The user/organization is responsible for seeing that vehicles use designated parking areas only. In the event of damages to any Raleigh Parks, Recreation and Cultural Resources facility the user/organization will be held liable for all damages.
9. The user/organization shall assume responsibility for all risks and hazards incidental to the use of the facility as well as any transportation to and from the facility. The user/organization further agrees to release, absolve, indemnify, and hold harmless the Raleigh Parks, Recreation and Cultural Resources Department and its employees and shall execute the Release and Indemnity Agreement attached hereto.
10. A parking fee may be charged for all motorized vehicles entering the park. This will be in effect two (2) hours prior to the first game. Parking permits must always be displayed in the vehicle's window while parking at the complex.
11. An admission/gate fee will be charged for all tournaments and special events. Staff, umpires, and uniformed players will be allowed to enter at no charge. One (1) scorekeeper per team will be allowed to enter at no charge and must register with the gatekeeper.
12. All teams participating in softball at the complex must be registered with: ASA, USSSA, NSA, or any National Softball Governing Body that provides the City with a certificate of insurance showing that a policy of Comprehensive General Liability insurance providing coverage with respect to the foregoing hold harmless and indemnification undertaking is and will continue to be in effect during the period of such permitted use. Combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. City of Raleigh is named additional insured as their interests may appear' must be endorsed onto policy and listed on Certificate of Insurance. Certificate must be provided to RPRCRD prior to the event (at least five business days to the event).
13. Deposit/Fees: Reservations are not valid until a rental request has been signed by all parties and the required non-refundable deposit of \$150.00 per tournament per agreement has been submitted. An individual request must be submitted for each tournament. Total deposit must be paid in advance to reserve the Walnut Creek Athletic Complex. Accepted forms of payment are by check, credit/debit card (Visa, MasterCard or American Express or certified money order). Cash payment will NOT be accepted, no exceptions. Full payment of all rental fees is due at least 60 business days prior to the scheduled event.
14. Refund Policy: All refund requests must be received in writing 14 days or more in advance of the start date of the programs/rental/team placement are entitled to: 100% refund/credit/transfer if the department cancels program or facility rental, 100% credit or transfer of fees to another program at time of withdrawal, 85% refund based on total cost of program, or 85% credit/transfer/refund of eligible rental fees. Refund/credit/transfer requests received less than 14 days prior to the start date of a program/rental/team placement will not be grants. Refunds for medical reasons requested prior to the start date of a program/rental/team placement will be granted at 100% subject to verification. Outdoor facility usage cancelled due to inclement weather may be rescheduled pending space availability. A credit may be used by any family member on the same registration account. Non-attendance/non-participation in a program does not entitle a patron to a refund.
15. Events hosting over 50 teams will be required to rent all 9 fields at the Walnut Creek Athletic Complex and comply with the City of Raleigh and the Raleigh Parks, Recreation and Cultural Resources Department. Youth Baseball tournaments (for ages 12 and under and requirements of base distance no more than 70' feet) are eligible for field rental on all fields based on date availability.
16. A team list(s) are due to the Athletic Division office no later than two days prior to the tournament. Tournament brackets are due to the office by noon the day prior to the event.
17. No pets, skates, skateboards, rollerblades, bicycles, or motorcycles are allowed inside the plaza areas of the complex.
18. No wading or swimming is allowed in the reservoir or creek within the park.
19. The user/organization is responsible for set-up and immediate take-down of necessary supplies. Vehicles are allowed in the plaza areas for loading and unloading of the user's/organization's supplies only. Plaza area will be closed 1 hour prior to the first scheduled game to assure safety within the plaza area.
20. Air Quality Conditions: Air quality conditions should be no higher than Code Orange (101-150 AQI) for games to be played. When conditions exceed this range, no outdoor athletic events should be conducted by COR PRCR. In addition, any parties renting facilities shall be advised of such conditions which may result in a revision to tournament scheduling.
21. All games must cease play at 11pm.
22. There will be no admissions, fund-raising, or selling of merchandise or food at any City of Raleigh facility by any user/organization without prior written approval from the Raleigh Parks, Recreation and Cultural Resources Department. If allowed, a vendor fee will be paid to the City of Raleigh no later than one (1) week after the event. All vendors must have the following before applying: NC State Tax Form, City of Raleigh Privilege License, Wake County Health Inspection and Permit (if applicable), Insurance listing the City of Raleigh as an additional insured, and a Vendor's Agreement and Vendor's Log.



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City of Raleigh Release and Indemnity Agreement Facility Rental

WHEREAS, the undersigned (hereinafter, "Renter") has requested the use of the following facility belonging to or is under the auspices of the CITY OF RALEIGH, North Carolina:

_____ to engage in activities for the exclusive benefit of the Renter; and, WHEREAS, the Renter agrees to do so at his or her own risk recognizing the possible and inherent dangers of personal injury or property damage resulting therefrom, including exposure to the COVID-19 virus through contact with other renters, City staff, or City equipment or facilities; and, WHEREAS, the CITY OF RALEIGH does not wish to be liable for any damages arising from personal injury or property damage sustained in connection with Renter's use;

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the Renter does hereby for him/herself, his/her heirs, executor, successors or administrator, and personal representatives:

1. Assume full responsibility for any personal injury to him/herself or any other person; or any damage to any personal or real property, whether such property be owned by the City, the Renter, or any other person or entity; which may occur, directly or indirectly, in the course of Renter's use of the facility as follows (identify facility being rented, fully describe the activity/ rental, and the date(s) of rental): _____.
2. Fully release and forever discharge the CITY OF RALEIGH, its Council members, officers, employees, agents, contractors, subcontractors, successors and assigns, from any and all claims, demands, rights of action, or causes of action, for personal injury or property damage, present or future, whether known or unknown, anticipated or unanticipated, resulting from or arising out of Renter's use of the facility described above.
3. Agree to indemnify and hold and save the CITY OF RALEIGH, its Council members, officers, employees, agents, contractors, subcontractors, successors and assigns, harmless from damage or liability of any kind, including all claims, costs (including defense costs) and losses accruing or resulting to any person or entity arising out of Renter's use of the facility or equipment described above.
4. Agree that it is the intent of the Renter that this RELEASE AND INDEMNITY AGREEMENT shall survive the termination or expiration of this Agreement and remain in full force and effect any time after the execution hereof.
5. Agree to take all measures necessary to promote the safety of such persons in their use of the facility, including but not limited to complying with all applicable guidelines from the Centers for Disease Control (CDC) and other federal, state, and local public health agencies to minimize spread and exposure of the COVID-19 virus or other known infectious diseases or contagions, including but not limited to conducting wellness/temperature checks of all guests/invitees, self-reporting symptoms, wearing face masks, social distancing, and maintaining currently approved group sizes;
6. Acknowledges that he/she has been given reasonable notice of the actions taken by the City of Raleigh for the purpose of reducing the risk of transmission of COVID-19 to individuals present on the premises, and agrees that the City of Raleigh's actions have been reasonable;



Raleigh
Parks

7. Agree to promptly notify the Director of the City's Parks, Recreation, and Cultural Resources Department and the insurer issuing the Comprehensive General Liability Insurance policy referred to above of any occurrence that might give rise to a claim for damages growing out of use of said facility by any such person.
8. Agree to comply with all rules and regulations established by the City of Raleigh and the City's Parks, Recreation, and Cultural Resources Department.

Other requirements (written in by PRCR Staff):

Renter Signature

Date