

A contract on the right to use a public area for food truck operations (Food Truck contract)

1 Contract parties

City of Helsinki, 0201256-6, later on referred to as the 'City'

The City's contact party in issues related to the contract at the time of signing the contract:

The City of Helsinki Urban Environment Division, Land Use and Monitoring Unit

ulkoilma@hel.fi, tel. 09 310 22111

Company name and business ID, later referred to as the 'entrepreneur', 'food truck entrepreneur' or 'company'

2 Background and purpose

The City grants the right to use City-owned areas for food truck operations. Other forms of operation are prohibited. The purpose is to improve residents' opportunities to buy food, i.e. mostly restaurant meals or café products and other kiosk products. Marketing, arranging an event or market square activities, by themselves, do not constitute food truck operations.

This contract does not award the entrepreneur an exclusive right to use a certain area but provides the right to book bookable locations and the opportunity to temporarily use other areas in the city for restaurant, café and kiosk operations.

3 Term of validity and compensation

The contract ends without separate termination on the last day of validity.

The fees and the deposit are paid at the time of signing of the contract, and the contract shall not take effect before the City receives the fees and the deposit.

4 Food truck properties

A food truck is a registered motorised vehicle or cart. The vehicle or cart to be used as a food truck has had to be approved by the municipal control authority as food premises. A vehicle or cart, which was previously used for some other purpose, shall be modified to fit the purpose of food truck operations.

The maximum width of the food truck is 3 metres, and the maximum length is 8.5 metres. Using a larger food truck must be agreed upon separately in writing.

The name of the food truck and the number plate of the vehicle or cart to be used as a food truck must be clearly visible.

The food truck must be continuously manned while in the designated food truck area (short absences, such as parking the towing vehicle, are allowed) and movable, which means that it can be gathered up and towed away quickly.

All sales must be made directly from the food truck. Sales desks or tents located outside the food truck are not allowed.

The ground underneath the engine of the vehicle used as a food truck must be protected. The food truck must be registered as a food premises and suitable for food operation.

5 Available areas

The food truck area refers to the area taken up by the food truck vehicle or cart and other areas that the entrepreneur has commissioned for the use of their operations. In addition to this, the area directly in front of the food truck is considered part of the food truck area. Commissioning may occur by placing tables and chairs on City property or fastening awnings or other overhangs to the sales vehicle or cart, which in fact commission the area for the use of the entrepreneur. The food truck area shall be considered a uniform area.

The following terms are applied to all areas owned by the City and governed by this contract:

- The safety of the area shall be ensured, both during the food truck operations and when moving the food truck.
- Park areas, grass surfaces or other soft surfaces cannot be used to set up a food truck.
- An area intended for cycling shall not be used as a sales area and the food truck cannot be located in any place where it would cause any danger or hinder the traffic unreasonably.
- There must be, at least, a 2-metre-wide free pathway for pedestrians, or wider, if the City so requires. In particular, when large groups of people move about, for example, due to an event, the entrepreneur must consider the location of the food truck very carefully, in order to ensure that safety is not endangered, or the event disturbed.
- The normal use of the area should not be disturbed (for example, due to noise or odour) or disrupted.
- Rescue paths must remain unblocked.
- Traffic rules must be followed.
- Another kiosk or other activities in the area must not be placed too close as to cause disturbance.
- The City has the right to allocate the food truck location to you or limit the use of the area.

Use of areas determined separately

The food truck areas and operating hours for separately determined areas are specified in the attached map valid at any time. Use of other areas managed by the city in separately determined areas is prohibited, excluding areas marked for parking. The City has the right to allocate the food truck location to you or limit the use of the area. The food truck areas can be used by the entrepreneur, if the site has no on-going additional operations facilitated by the city, such as a worksite, event, snow storage and similar, or other food truck entrepreneur. If abovementioned operations take place in the area, the food truck operator must leave the area.

The City of Helsinki has the right to allocate the food truck location to you or limit the use of the area. The City of Helsinki also has the right to demand the entrepreneur move to another location designated by the City immediately. The City must present grounds for the demand to move in connection with making the demand. The entrepreneur must abide by City orders regarding sales

areas. If the entrepreneur does not abide by the instructions provided by the City of Helsinki, the entrepreneur is deemed to be in significant breach of this contract.

Other City areas

Outside separately determined areas, public areas managed by the Urban Environment Division, selected swimming beaches (the list of beaches can be found on the Urban Environment Division's web site), and market areas can be used once the contract has come into force. If the organisation of the city changes so that the Urban Environment Division ceases to exist or the areas governed by it change, the City shall re-determine the areas intended here.

General parking areas or parking spaces along streets can be used if the Road Traffic Act allows it. Special attention must be paid to the safety of street users.

6 Use of areas not covered by the contract

The entrepreneur commits to *only* using areas specified in the contract for storing and using the food truck in City areas and using and storing the food truck in the areas in question in accordance with the terms of this contract. In addition to the areas mentioned above, the food truck may, however, be stored in City areas in accordance with what has been stipulated in traffic laws about storing motor vehicles or carts of this kind in public parking areas. Failing to abide by traffic laws and/or this contract in storing the food truck always constitutes a significant breach of this contract.

The City has the right to move or have a food truck moved at the expense of the entrepreneur if it is located in an area not compliant with these terms within one week of notifying the entrepreneur by sending a message to the e-mail address specified by the entrepreneur. The notification is deemed provided to the entrepreneur on the same day as the message has been sent to the entrepreneur's e-mail address.

If the food truck causes significant inconvenience, the City may move or have the food truck moved immediately without the one-week waiting period. Prior to the immediate removal of the food truck, the entrepreneur must be provided the opportunity to move the food truck themselves, if doing so does not result in significant delays or inconvenience.

7 Operational principles

The food truck entrepreneur must abide by the terms of employment applied to operations carried out in mobile food premises for anyone working in the food truck. At the City's request, the food truck entrepreneur must be able to prove that the operations under this contract abide by the general terms of employment in the industry and/or relevant collective agreements.

The entrepreneur must apply good trading practices and respect the other operations in the area. The City has the right to give orders concerning the operational principles of the food trucks, and the entrepreneur is obligated to follow these rules.

The entrepreneur is obligated to place the permit ID received from the City's customer service department in a visible place, for example, on a windscreen. In addition to this, the entrepreneur must immediately present this contract to a City employee upon request. The City employee in turn, must prove their status as a City employee upon request by presenting their service card, for example.

8 Using the area: 7 a.m. – 7 p.m. and 7 p.m. – 6 a.m.

When the entrepreneur starts to use the trading spot between 7 a.m. and 7 p.m., the food truck can remain in place until 7 p.m. However, if no other food truck is coming to the area, the entrepreneur may continue using the spot after 7 p.m.

When the entrepreneur starts to use the trading spot between 7 p.m. and 6 a.m., the food truck must be taken away by 6 a.m., at the latest.

Sales times deviating from the main principles have been noted down in the attached map.

9 Shift list

Only food trucks whose food truck contract is valid for the duration of the entire rota period are eligible for spots in the separately specified areas. The sales locations on the roster are identified in the current map attachment, www.hel.fi/luvat/ketteratkioskit -> Where can I sell my goods?

10 Electricity, water and sewer connections

Water and sewer connections may not be made. The entrepreneur will acquire electricity at their own cost. No waste must not be poured into public sewers.

The City encourages the entrepreneurs to work together to acquire electricity in cooperation with each other from existing electricity distribution points.

An electricity contract does not provide the privilege to use a certain trading spot.

If the sales area has an electricity supply intended for mobile food trucks, the food truck is obligated to use it. In this event, the use of aggregates in the area is forbidden.

11 Mitigating nuisance

The food truck operations must not disturb the other activities in the area. If any disturbances occur, the food truck must be removed from the area. No loudspeakers may be attached to the food truck area or the food truck vehicle to prevent noise disturbance.

Special attention must be paid to noise at night time (10 p.m. to 7 a.m.), at which time you must avoid causing any noise disturbance to residents or accommodation service customers. The City has the right to prohibit sales at night in specific areas to restrict noise disturbance. An up-to-date list of the prohibited trading spots is given on the attached map on the City's website, which the City is entitled to update. At the time of this contract, the address is www.hel.fi/luvat/ketteratkioskit -> Restrictions on sales operations

If any disturbance occurs, the City may exercise its right to restrict the use of the area under section 5, the City may demand that a contract fine be paid and the City may cancel the contract. If the entrepreneur has neglected their duties towards the City of Helsinki in a previous food truck contract, the City has the right to not renew the contract with the entrepreneur.

The City has, at any time, the right to change the sales areas and times on the attached map in compliance with this contract. During the validity of this contract, the City is entitled to change the information on the attached map only to combat environmental hazards, such as noise. Any changes will be applied one week after they have been communicated to the entrepreneur via e-mail sent to the address specified by the entrepreneur. The City shall also update the trading spots and times on its website.

12 Food truck area cleanliness and maintenance and the surroundings of the food truck

The City of Helsinki only maintains the area by regular maintenance standards. Maintenance is considered other use of the area, and the entrepreneur must facilitate the maintenance of the area by moving out of the way well in advance before the City wishes to carry out maintenance tasks, such as apply gritting sand. The entrepreneur must place a rubbish bin outside the food truck and ensure that it is emptied. The entrepreneur is obligated to take care of the cleanliness of the food truck area and other surrounding areas to the extent that the food truck operation would cause added work or costs to the City.

If there is enough space around the food truck, chairs and desks can be placed in the area (a maximum of six seats).

In addition to the bins, tables, and chairs, no other fixtures or structures are allowed around the food truck.

The entrepreneur must bring all the necessary equipment with them and take all the waste generated by the operations with them and clean up the food truck's surroundings, in cooperation with other entrepreneurs, if necessary, before departing from the area.

The entrepreneur is obliged to fulfil the duties specified for them in the Waste Act.

No other parking is allowed in the food truck area, aside for the vehicle used for the food truck operations.

13 Damages and insurance

The entrepreneur is obligated to compensate for damages caused by the operations or negligence of the entrepreneur to the City or a third party.

The City recommends that the entrepreneur takes out sufficient third party insurance for the duration of the contract period.

After one week from issuing a written notice, the City is entitled to do the following at the expense of the entrepreneur:

- remove any restriction to the public use of the area, which breaches the contract and is caused by food truck operations or have it removed
- repair any possible damages caused by the food truck operations or have them repaired
- remove the food truck and the rest of the entrepreneur's property from the rented area or have them removed.

For a special reason, the City is also entitled to immediately undertake the aforementioned measures at the expense of the entrepreneur.

If the operations or negligence of the entrepreneur cause any immediate danger to safety, the City has the right to take immediate action to remove the danger at the expense of the entrepreneur.

14 Official permits and obligations

The entrepreneur is obligated to acquire all official permits required for the operations and to fulfil all requirements and regulations set out by the authorities (concerning food stuffs, taxation, the environment, construction supervision, employer obligations, etc.) as well as submit any necessary notifications. The entrepreneur is not entitled to use the area if they have not fulfilled all of their obligations to the authorities.

The entrepreneur is obligated, upon a written request by the City, to prove that they have taken care of all the official permits and obligations within a reasonable time frame. Neglecting to take care of permits and obligations to the authorities is considered a significant breach of contract, based on which the City may cancel the food truck contract.

15 Communications

The entrepreneur commits to monitoring communications related to the food trucks on the City's website and their personal e-mail account on a weekly basis. At the time of the signing of this contract, the website to be monitored can be found at www.hel.fi/luvat/ketteratkioskit. The City will notify the entrepreneur of any changes to the website address to the e-mail address provided by the entrepreneur.

The entrepreneur is obligated to report all changes in their contact information to the City in writing ulkoilma@hel.fi.

16 Reassigning the contract

The rights defined in the contract cannot be reassigned to a third party without written permission from the City.

17 Contract fine

A breach on the entrepreneur's part of obligations specified in the contract gives the City the right to issue a contract fine of EUR 500 per breach. Exceptionally, the contract fine is EUR 1,000, if the entrepreneur operates their food truck or stores their food truck in locations prohibited by this contract.

If the breach is continuous in nature, and it is not rectified, the City is entitled to issue a contract fine of EUR 500 for each starting week of the continuing breach of contract.

The contract fine can also be charged even if the contract is terminated. In addition to the contract fine, the City is entitled to damages if the damage caused exceeds the value of the contract fine.

The entrepreneur entering incorrect information on the basic information page gives the City the right to charge the contract fine defined above. If the entering of incorrect information is so serious that it can be deemed a significant breach of contract, the City is entitled to cancel the contract.

18 Securities

The entrepreneur must pay the City EUR 1,000 prior to this contract coming into force, as a security for the obligations of the entrepreneur.

The security shall be returned once the City has deemed all of the obligations specified in this contract fulfilled. Once the contract has been terminated, the City must either return the security to the bank account specified by the entrepreneur, at the entrepreneur's request, or notify the entrepreneur of the grounds on which the security cannot be returned as of yet, at all or in full. The City may use the security to compensate for the entrepreneur's obligations.

If the entrepreneur enters into a new contract with the City before one month has passed from the request to return the security, the security that has not had to have been used, even partly, can be used as the security for the new contract.

No interest is paid on the security.

19 Terminating the contract

The contract parties have the right to terminate the contract, on the basis of a significant contract breach by the other party. Compensation paid will not be returned, however.

If the termination is due to a significant contract breach by the City, the entrepreneur has the right to receive compensation for their payments, in relation to the remaining contract term at the moment of termination.

Reconstruction obligations in the contract, and any sanctions concerning them, may continue after the contract term has ended.

The entrepreneur cannot be awarded a new contract concerning food truck locations with the City of Helsinki, if the entrepreneur owes unpaid contract fines or damages for one or more of the previous contracts to the City of Helsinki.

If the City is entitled to terminate this contract based on this contract, the City is also entitled to terminate other food truck contracts with the same company. This contract may be terminated if the company is in breach of another food truck contract between the entrepreneur and the City in a manner warranting termination.

20 Applicable law and disputes

This contract is governed by the Tenancy Act (Maanvuokralaki 258/1966).

Any contractual disputes will be referred to be resolved at Helsinki District Court as the court of first instance.