

# "CARS 4 KIDS" 2024 CAR SHOW

## FOOD VENDOR CONTRACT

| Vendo  | or Business Name:  |
|--------|--|
| Vendo  | or Contact Name:   |
| Vendo  | or Address   |
|        |  |
| Vendo  | or Phone #: Vendor Cell #  |
| Vendo  | or email:  |
| Vendo  | or website:  |
| All ve | endors must provide proof of general liability insurance and specified hereir  |
| The pa | arties to this contact are:  |
|        | columbus Corvette Crew (hereafter "Host") andafter "Vendor"),  |
| 1, 202 | eas, Host is hosting an event known as "Cars 4 Kids", to occur on Saturday, June<br>24, at 3036 Old Cork Street, Kalamazoo, MI beginning at 09:00 am and has the<br>o assign licensed food vendors at and during the event, and                        |
|        | eas Vendor desires to vend at and during said event rain or shine, and whereas or has paid the sum of \$ <u>100.00</u> for a vendor space at and during said event   |
| Now,   | therefore, the parties agree to the following:   |
| 1.     | Vendor shall have access to the location agreed upon by the parties no less that 2 hours prior to the events commencement for the purposes of setting up Vendors vending station, goods, and other items necessary and reasonable to vending location. |



- 2. The vendor shall not vend any goods or services other than those described herein at and during the event without the host's written consent.
- 3. Vendors' vending stations shall be clean and orderly; and shall comply with all applicable laws and regulations. Vendors shall be responsible for securing, carrying, and displaying all City, State and/or Federal permits as required by law.
- 4. Vendor shall have access to the location for up to 1 hour after the event's conclusion at 4:00 p.m. to dismantle and remove all things brought to the location by Vendor. The vendor shall leave the location clean of trash and in the condition, it was before Vendor occupied it.
- 5. Vendors will be responsible for supplying tar paper and/or mats. Vendors will be responsible for providing their own charcoal;/grease waste containers.
- 6. Vendors will be responsible for the collection of gray water from their booths and its transportation to their location for disposal.
- 7. Vendors are responsible for their own water source and electrical hookups.
- 8. Vendor hereby agrees to indemnify and hold harmless the Host against any damages or claims that may arise in connection with Vendors presence at the event and Vendors activities of any kind.
- Vendors must supply proof of liability insurance with The Columbus Corvette Crew "Cars 4 Kids" listed as the additional insured, along with the date of the event.
- 10. Vendor agrees to be responsible for and reimburse The Columbus Corvette Crew for any damages caused by the Vendor or its agents, including equipment malfunction that causes damages. The vendor agrees to be responsible for and reimburse any other property or persons to which they have caused damage.
- 11. Vendor is not permitted to directly wire or disconnect any electrical service. Vendors must be self-sufficient.
- 12. Vendors acknowledge that the Host is not responsible for any loss or damage to vehicle or merchandise. It is vendor's sole responsibility to ensure coverage from any loss or damage to both equipment and persons. The host, its members, any co-organizations under Host's direction and/or any of their employees or agents will not be held liable for damages incurred.
- 13. The vendor acknowledges that the Vendor participation fee enabling participation in the event "Cars 4 Kids" is non-refundable.
- 14. Additions, corrections, or addendums of any kind to this contract must be in writing and signed by representatives of both parties.



| of your menu. If you would like to add a product prior to the event, please submit your request to : <a href="mailto:columbuscorvettecrew@gmail.com">columbuscorvettecrew@gmail.com</a> . |
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Proposed Inventory: Please list your anticipated product line or submit a copy

## **Terms and Conditions:**

"Cars 4 Kids"

Please direct all questions, concerns, or comments regarding Vending to <a href="mailto:columbuscorvettecrew@gmail.com">columbuscorvettecrew@gmail.com</a>. For all urgent matters please contact Cea Green, (269) 760-3962.

## **Hours of Operation for Event:**

Saturday, June 1, 2024. The event will be held open from 9:00 a.m. until 4:00 p.m. All Vendors must be fully operational during these hours.

#### **Location for Food Vendors:**

All food vendors will be located on Four Points by Sheraton's parking lot.

If you must be absent from the event, you must notify Cea Green, (269) 760-3962.

## **Applicable Fees:**

All vendor fees must be paid in full by Wednesday, May 1, 2024, to participate in the event.

## 2024 Vendor Rates:

Food Vendor Rates - \$100.00.

Please make checks and/or money orders payable to: The Columbus Corvette Crew or you can pay online @ https://www.thecorvettecrew.com/vendors.



Host agrees to refund any applicable fees if the event is cancelled by the Host and is not rescheduled. Refunds will be issued within 30 days after the cancellation of the scheduled event.

#### Merchandise:

Host reserves the right to approve or disapprove merchandise/product or goods that have not received prior approval. The host, its agents, and/or its stall will not be responsible for safeguarding merchandise.

## **Health Inspections:**

Prepared food vendors must provide the Host with a copy of Temporary Food Permit, or Mobile food license prior to participation of event. All food vendors are responsible for complying with all rules, regulations and laws as set forth by the City of Kalamazoo Health Department. Notify Cea Green, (269) 760-3962., immediately if there is a dispute with an inspector or other Health Department Employees.

#### Media Release:

Vendor's signature acknowledges the following consent:

I hereby give my consent to all photographs, audio recordings, academic work and/or video recordings taken of me or my staff. I understand that any such photographs, audio recordings, academic work and/or video recordings become the property of the Host and may be utilized by Host or others with consent of Host, for educational, instructional, or promotional purposes determined by Host in broadcast and media formats now existing or created in the future.

### Trash/Litter Removal

Trash receptacles are placed throughout the parking lot for customer use. Trash receptacles for vendors use is the responsibility of each vendor. Vendors are expected to bag their businesses trash at the end of the day.

#### Indemnification:

Vendor agrees to indemnify, defend and forever save and hold harmless Host, the City of Kalamazoo, and/or the Four Points by Sheraton, its affiliates or related entities, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors and volunteers from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, warranty, or representation made herein, or for claims not closely related to the Hosts duties under this Contract, except to the extent such claims arise from negligence or willful misconduct of and by Host.



The foregoing indemnification shall survive any termination or the expiration of the term of this Contract. Vendors indemnification does not extend to damages, claims, or losses occasioned by the acts of subcontractors, or either Vendor or Host's agents.

| Vendor Authorized Signature | Date |  |
|-----------------------------|------|--|
|                             |      |  |
|                             |      |  |
| Host                        | Date |  |