

Pumkin' Chunkin' Palooza

Saturday, September 28, 2019 from 10:00 a.m. until 5:00 p.m. at Ozarks Amphitheater

FOOD VENDOR AGREEMENT

This Food Vendor Agreement ("Agreement") is made by and between Laurie-Sunrise Beach Rotary Club ("Rotary") having a mailing address of P. O. Box 98, Sunrise Beach, MO 65079; and Food Vendor - _____
_____ having a mailing address of:
_____ (the "Food Vendor").

Rotary intends to arrange and produce an event known as the Pumkin' Chunkin' Palooza ("Event") on Saturday, September 28, 2019. The Food Vendor desires space on the Event grounds for the purpose of operating a temporary restaurant during the Event.

In consideration of the following mutual covenants and promises and other good and valuable consideration, Rotary and Food Vendor agree as follows:

1. *Food Vendor Obligations:*

- a. Regulations. The Food Vendor shall comply with Camden County Department of Health and Social Services Temporary Restaurant Guidelines and all applicable state and federal statutes and regulations.
- b. Insurance. The Food Vendor shall, by August 1, 2019, provide Rotary with Certificates of Insurance for Workers' Compensation, Vehicle and General Liability coverage in an amount approved by Rotary.
- c. Operations. The Food Vendor shall keep its temporary restaurant fully open during all hours of the Event. The Food Vendor shall have an all-purpose fire extinguisher approved by the fire inspector on site at all times. The Food Vendor shall have a responsible manager on site at all times that Event is open. The manager to be identified to Rotary.
- d. Fee. The food Vendor shall pay a fee of One Hundred Twenty-five Dollars (\$125.00) at the time of submitting its application to secure placement at the Event. Please make checks payable to: Laurie-Sunrise Beach Rotary Club
- e. Garbage Disposal. The Food Vendor shall keep their area clean and free of refuse at all times. The Food Vendor shall bag all garbage in plastic bags for pick up by Rotary. The Food Vendor shall also dispose of gray water and grease in appropriate containers. The Food Vendor shall dispose of all charcoal in an appropriate manner off of the Event grounds.

f. Compensation

1) Vendor Fee. The Food Vendor agrees to pay Rotary One Hundred Twenty-five Dollars (\$125.00) upon signing this Agreement.

g. Menu. The Food Vendor shall with this signed agreement, submit menu items and prices, stated in cash terms, to Rotary on the Vendor Information Schedule attached hereto for its approval. **NO BEVERAGES WILL BE SOLD BY** the Food Vendor, except as expressly stated in this Agreement. While Rotary does not guarantee exclusivity for menu items, the criteria for the Event strongly encourages diversity of Food Vendors and their menu items. Menu items and prices will be limited to those accepted by Rotary in writing. The Vendor may not change menu items or prices after August 15, 2019, without Rotary's written consent. All prices must be rounded to the nearest dollar (example: \$3.00, not \$2.97).

h. Vehicles. Food Vendor may not have any vehicle in the Event grounds more than one (1) hour prior to Event opening or one (1) hour after Event ending.

i. Signage. Food Vendor is responsible for any signage displaying the Food Vendor's logo and menu items.

j. License. The Food Vendor must have an appropriate food vendor license on site for inspection by the Camden County Department of Health and Social Services.

2. ***Rotary's Obligations.***

a. Tent and Tables. Food Vendor must provide its own tent, tables and other necessary items for its area.

b. Water. Rotary will NOT provide water.

c. Event Grounds Layout. On or about August 15, 2019, Rotary will provide the Food Vendor with a plan for the Event Grounds layout marked with locations available for the Food Vendor's temporary restaurant. Final location assignments will be determined for all Food Vendors in the order in which Rotary receives complete signed Agreements, deposits, Vendor Information Schedules and proposed staffing information from all vendors. Final location assignments will be confirmed on site morning of the Event.

d. Garbage Disposal. Rotary will provide designated barrels or other containers for disposal of garbage. Rotary will also provide garbage pick-up at the Event grounds. Rotary will not provide for disposal of used charcoal or cooking grease, this is the Food Vendor's responsibility.

3. ***Term.*** The term of this agreement will commence upon execution and will remain in full force and effect through December 31, 2019.

4. **Termination.** Rotary may, upon written notice, terminate this Agreement in the event of breach of this contract or violation of any federal, state, municipal or local law, regulation, ordinance, ruling or judgment by Food Vendor in regards to the Event or their business.

5. **Independent Parties.** The parties hereto agree that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating a partnership, agency, employment, joint venture or any other such mutual relationship between Rotary and Food Vendor, and both parties understand that, except as otherwise expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.

6. **Amendments.** This Agreement may be amended or altered only by a written agreement signed by all the parties.

7. **Whole Contract.** This instrument contains the entire agreement of the parties, it being agreed that there are no verbal or other written agreements pertaining to the subject matter hereof. The law of the State of Missouri shall govern the construction hereof, and the parties agree that the state of occurrence shall be the forum for the resolution of any and all disputes arising hereunder.

8. **Captions and Headings.** All captions and paragraph headings are for convenience and shall not be constructed as in any way limiting or altering any of the language contained in this agreement.

9. **Cancellation, Acts of God, War.** In the event the Event does not take place due to any cause beyond the reasonable control of the parties (including, but not limited to, acts of war, acts of God, cancellation of a material part of the entertainment scheduled to perform at Event or other force majeure type of events) then Rotary shall have the right to cancel this agreement upon written notice to Food Vendor of the occurrence of such an event or to postpone the Event. In the event of postponement of the Event, all terms and conditions of this Agreement shall apply. In the event the Event does not take place and fees have been paid for that year, all money will be paid back to Food Vendor by Rotary within 30 days of notice of cancellation.

10. **Notices.** All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by US mail, postage prepaid, to the party intended to receive such notice, request or instruction at such party's address shown in the opening paragraph of this agreement.

11. **Indemnification.** Food Vendor agrees to defend, protect, indemnify and save harmless Rotary from and against all liability to third parties arising out of the acts of Food Vendor and its servants, agents, employees, contractors, suppliers, workmen and invitees.

To the extent permitted by law, Food Vendor, its agents, servants and employees release Rotary, its agents, servants and employees from, and waives all claims for, any damage either to person or property sustained by Food Vendor, its agents, servants and employees or by other persons claiming through Food Vendor, related to the Event or any part thereof due to any act or neglect of Food Vendor, its agents, servants and employees.

12. ***Food Vendor Responsibility.*** Food Vendor is responsible, at Food Vendor's expense, for any insurance for any of Food Vendor's property located on the Event grounds during the Event, set-up or tear-down. Food Vendor is solely responsible for its property on the Event grounds.

13. ***Assignment.*** This agreement shall not be assigned or transferred without the written consent of all parties hereto.

14. ***Binding Nature of Agreement.*** All terms, conditions and provisions of this Agreement shall be binding upon the substitutes, successors and assigns of the parties.

LAURIE-SUNRISE BEACH ROTARY CLUB

BY: _____
President

By: _____
Secretary

Dated: _____

FOOD VENDOR: _____

By: _____

Dated: _____