

Tooele Arts Festival 2010

Food Booth Contract

The undersigned food vendor (VENDOR) agrees with the Tooele Arts Festival (FESTIVAL), a non-profit organization that the VENDOR, named below, will participate in the 2010 Tooele Arts Festival as a food vendor in accordance with the following rules, terms and conditions.

1. Name of VENDOR _____ &
Description of food or ethic type selected _____

Upon receipt of payment of booth deposit and signing of contract by both parties, the assignment of food type and booth space are confirmed. An acceptance notice will be mailed to you.

2. The VENDOR'S booth shall be open from 10AM until 9PM Friday & Saturday, June 25th and 26th, and until 6 PM Sunday, June 27th, 2010. The VENDOR shall meet all state, county, and city health, and safety requirements. The VENDOR shall keep the booth area clean & shall remove all garbage to a designated dump area. The VENDOR will be subject to health inspections from FESTIVAL staff and Board of Health. Failure to pass inspection during the Festival will result in the immediate closure of booth.

3. The VENDOR shall obtain any and all state, county, or city permits required to conduct business. VENDOR understands the requirement from Tooele County to obtain a temporary special event permit. The forms are available at www.tooelehealth.org (click on Environmental Health, click forms & applications, Print Temporary Food Booth Application). The form needs to be returned to County Health Department. Any questions call Robert Warner, 435-277-2440.

4. The VENDOR shall pay the FESTIVAL \$400 as rental fee to secure the booth space. The VENDOR shall pay \$200 no later than May 15, 2010. The balance shall be due on or before June 15, 2010. Failure to comply with payment deadlines will allow the FESTIVAL to release the booth space to another vendor; if deemed in the best interest of the FESTIVAL and the initial deposit will be forfeited to the FESTIVAL for non-performance. Booth fees will not be prorated for late arrivals or early departures. Failure to comply with this agreement may disqualify the booth operator from future events.

5. If VENDOR elects to sell soft drinks at the Arts Festival, VENDOR must pay the FESTIVAL a \$50 soft drink disbursement fee.

6. The VENDOR must provide materials to set up booth and all supplies to operate and maintain concession. Electric power (1 ea, 15 amp circuit per vendor) will be brought to the food court area, however the VENDOR must provide own extension cords. Extension cords must be at least 12 gauge wires with ground, and have a total length of 100 feet. VENDORS must provide lighting if it is desired. If special power needs are required please indicate below.

INDICATE:

Booth description: (Trailer, awning, signage etc...)

Booth Size

(Minimum dimension you require to include trailer tongue)

Special power needs

Will you be purchasing ice from FESTIVAL?

7. The FESTIVAL attempts to limit one booth per food or ethnic type. The FESTIVAL retains the right to administer the selection process. **The vendor will remain within the food or ethnic type as represented in this agreement**

8. The VENDOR agrees to hold the FESTIVAL harmless from any and all liability, claim, damage, injury, etc arising during the Festival.

9. This agreement represents the entire agreement between VENDOR and FESTIVAL.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON _____ DAY OF _____, 2010.

FESTIVAL
Tooele Arts Festival
BY _____
Jane Gillis, Food Coordinator
Date _____

VENDOR
BY _____
Vendor signature
Date _____
Tax payer ID # or SS # _____
Phone # _____