

2020 ROCHESTERFEST VENDOR AGREEMENT

YOUR NAME _____

CONCESSION NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE# _____ CELL _____

E-MAIL _____

Agreement made this ____ day of _____, between the Celebration of A City, Inc. of Rochester, MN, hereinafter referred to as Rochesterfest 2020 and

Hereinafter referred to as “Vendor”, for vending space of 15’ deep x 20’ long. This includes coolers, hitches etc. **The cost is \$1,260.00.** An additional \$30.00 per linear foot for all units that exceed the 20’ length is also due. **Remit by February 21, 2020** to: **Rochesterfest, P.O. Box 007, Rochester, MN 55903.** The fee is non-refundable. Description of unit including all electrical equipment, voltage, amperage, dimensions and hookups is needed:

Vendor shall be authorized to serve and dispense the following products and items to be sold, subject to Rochesterfest 2020 approval. The *Vendor Committee* must approve any new item. **YOU MUST LIST EACH ITEM. DO NOT LIST “SAME AS LAST YEAR”**

*****HOURS OF OPERATION:** Vendors are to be open by 11:00 a.m. each day and remain open until 9:00 p.m. every night. You may remain open later than the listed time, if so desired.

DELIVERIES: All deliveries are to be made by 10:00 a.m. each day.

PICNIC TABLES: Each vendor will receive 2 picnic tables supplied by Park & Recreation.

SET UP AND TEARDOWN: Set up will take place beginning at **Noon on Sunday**, June 21st, 2020. Vendors must be off Soldiers Field track by 10:00 a.m. Sunday, June 28th 2020.

DISPOSAL OF GARBAGE AND REFUSE: Vendor shall not permit garbage and other refuse to accumulate or to gather in areas catered to or occupied by Vendor except in suitable covered garbage receptacles. No oil or grease may be disposed of except in the provided container. **The cost to remove grease stains from the track will be billed to those vendors who create the stains. Please put down cardboard or other protection for the track. There are containers for gray water on either side of the track. You must use only these containers. The grease container will be located near the tennis courts.**

Vendor shall furnish all labor, services, material, supplies and equipment necessary to maintain a clean, orderly and inviting condition

POWER OUTAGE: Vendor shall hold Rochesterfest 2020 harmless from any damages including, but not limited to, damage to food, damage to equipment, and/or loss of income occasioned by a power outage or the loss of power to the Vendor's site.

EMPLOYEES: Vendor shall, at his/her own cost and expense, provide a sufficient number of employees to service the public promptly and effectively, and in a manner satisfactory. All such employees shall be clad in neat and clean clothing.

SIGNS: Vendor may erect suitable signs approved by Rochesterfest 2020 Vendor Committee, informing the public of the nature of the services provided at any such location and the name of the party furnishing the services. Prices shall also be clearly displayed. Vendors shall place no sign or advertisement upon any property of the City unless first approved.

ORDINANCES, LAWS, AND REGULATIONS: A current Olmsted County Temporary Food Stand Certificate or a State Certificate shall be provided by the Vendor to the Vendor Committee on or before June 1, 2020. Vendor shall abide by the ordinances of the City of Rochester, and the laws of the State of Minnesota and the United States, and the rules and regulations promulgated by Rochesterfest.

Vendors shall carry liability insurance to protect against damage to persons or property during Rochesterfest 2020 and shall provide proof of said insurance on or before June 1, 2020. **A copy must be received by the Rochesterfest office prior to start of business!**

INDEPENDENT CONTRACTOR: Vendor is deemed an independent contractor for purposes of this agreement, and any and all persons employed by Vendor in the performance of any work or services required or provided for in this agreement shall not be considered employees of the City of Rochester for any purpose whatsoever, including but not limited to workers compensation coverage, or retirement membership or credit; any and all such claims shall be the sole obligation and responsibility of the Vendor.

SODA AND WATER: All water and soda will be purchased from Rochesterfest and will be the Pepsi brand. We will sell you the soda and water at the same price we buy it from Pepsi. Only bottled soda and water will be sold. **Cups must be purchased from Rochesterfest as well for those of you who vend lemonade or use canister pop. Payment for soda, water, ice and cups is due 30 days from the end of Rochesterfest.**

TERM OF CONTRACT: The term of this contract for concession/vending privileges listed Herein shall be Monday, June 22nd - Saturday, June 27th, 2020 provisions in this contract not specifically complied with shall be a basis for immediate termination of this agreement by Celebration of a City, Inc., without reimbursement to the Vendor of any amounts paid pursuant to this agreement. Said payments shall be considered liquidated damages resulting from the breach of this agreement. **The entire vending fee shall be payable on or before February 21, 2020.**

Decisions relative to whether or not a breach of this agreement has occurred shall be made by the Rochesterfest 2020 Vendor Committee and its designates, and their decision will be final. Any space not claimed by 9:00 a.m. Monday, June 22, 2020 shall be forfeited.

Rochesterfest 2020 shall be free to lease to other vendors said space at the sole discretion of said organization. The Vendor may not assign its rights in this contract without the prior written approval of Celebration of a City, Inc. and/or Rochesterfest 2020 committee.

VENDOR SIGNATURE

VENDOR CHAIRS ROCHESTERFEST 2020