



## FOOD VENDOR AGREEMENT

This Vendor Agreement (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Jacksonville Parks and Recreation and FestiVille Committee hereinafter included in and referred to as FestiVille, and \_\_\_\_\_, an independent contractor hereinafter referred to as the Vendor, whose contact, mailing address and telephone number are \_\_\_\_\_.

The purpose of this Agreement is to set forth the terms and conditions whereby the Vendor is authorized by FestiVille to operate as a concession for the purpose of selling food and beverages during the FestiVille held in Jacksonville, Arkansas sponsored by FestiVille.

### TERMS AND CONDITIONS

#### 1. HOURS.

Concessions shall be open for business and operated by Vendor during the entire time that FestiVille is open to the public. In case of rain, FestiVille will be open to the public. Hours of FestiVille are:

Set-Up: Friday, September 25: 8:00 am – 12:00 pm

FestiVille Hours for Food Vendors: Friday, September 25: 12:00 pm – 7:00 pm

And Saturday, September 26: 9:00 am – 7:00 pm

Official FestiVille hours are: 3 pm – 10 pm on Friday and 9 am – 10 pm on Saturday.

Entertainment and other activities may be scheduled until 10 pm. Food vendors will be encouraged to stay until all activities are completed. Food vendors must be set up until at least 7 pm both nights.

#### 2. FOOD CONCESSIONS/MENU SELECTIONS.

A. Vendor agrees to include/sell only:

\_\_\_\_\_  
\_\_\_\_\_

B. During the FestiVille, FestiVille reserves the sole right to decide in its sole, absolute and unfettered approval and discretion whether Vendor is selling an inappropriate product and/or items. Should FestiVille decide an item or product being sold is inappropriate, Vendor shall immediately cease selling the item or product at FestiVille and remove all such items or

products from the premises. Should Vendor refuse to cease selling the item or product or remove it from the premises, FestiVille will shut down Vendors operations and remove Vendor and its trailer and concession for the FestiVille. Vendor shall not sell any food items other than those specifically listed in Paragraph 2.A

### **3. NON-PERFORMANCE TERMINATION RIGHTS.**

- A. FestiVille, through its Grounds Committee, reserves the right to terminate the operations of Vendor at anytime during FestiVille if the food product is not of the highest quality as determined by FestiVille in its in sole discretion.
- B. FestiVille reserves the right to terminate this Agreement at any time if the Vendor, in the judgment and sole discretion of FestiVille, commits any act in violation of and/or contradictory to the purposes of FestiVille, violates the provisions of the Health Department, fails to cooperate with representatives of FestiVille, or breaches any of the terms and conditions of this Agreement. This includes, but is not limited to, Vendor and/or its employees use or possession of alcohol and/or other mind or mood altering substance(s), illegal or otherwise, and/or any other such drug(s), product(s), and/or material(s) which could jeopardize the safety and wellbeing of FestiVille patrons or staff. In case of default of Vendor under this Agreement, FestiVille may, in its sole discretion, procure similar services from another source(s) and Vendor shall pay to FestiVille any costs associated with obtaining the replacement service(s) and any losses incurred by the FestiVille as a result of the default.

### **4. COSTS AND FEES.**

- A. In exchange for the right to sell food and drinks during FestiVille pursuant to the terms and conditions of this Agreement, Vendor agrees to pay the FestiVille a setup fee of **\$200.00.**
- B. Vendor shall be responsible for collection and payment of any tax upon gross receipts from Vendor's participation in FestiVille, as required by Arkansas Law.
- C. Any damage caused by Vendor and/or Vendor's agent(s), employee(s), and/or representative(s) to City property could result in additional fees.
- D. Vendor shall pay all monies due and owing by Vendor to FestiVille. The payment shall be paid to the City of Jacksonville prior to the event.
- E. Vendor shall provide a detailed accounting with supporting documentation of Total Sales and FestiVille personnel shall be granted full and complete access to Vendor's books, records, or other financial records to audit the revenue reported by Vendor for the FestiVille.

### **5. HONOR SYSTEM.**

- A. Vendor is responsible for paying any tax upon gross receipts as required by State, County or City Law, including but not limited to, the appropriate percentage of the "Hamburger Tax," Hotel and Restaurant gross receipts tax. In order to comply, ACT

370 requires “promoters or organizers of special events to obtain daily reports to taxable sales from Vendors to provide the administration of the act; and for other purposes.”

- B. FestiVille has the authority and discretion to change any part of the aforementioned payment process before FestiVille begins (September 25, 2020). However, any change must provide Vendor with its contracted percentages of payment as long as Vendor has abided by the above rules for receiving payment.
- C. FestiVille has the authority to offset payment to Vendor if Vendor has any outstanding balance or penalty owned or owing the FestiVille.

## **6. PREPARATION OF FOOD.**

- A. Vendor agrees to comply with all Health Department regulations. Vendor agrees to have an Arkansas Food Permit on display. Permits may be obtained by calling the Pulaski County Health Unit at 501-280-3100.
- B. Vendor is required to furnish a pan for hand washing and two (2) gallon containers for water. Vendor will be responsible for changing out the water and disposing of it in designated areas. Wastewater cannot be discharged on the grounds. It must be containerized and dumped in the municipal drainage collection system. Vendor must have a hot place on hand for keeping water warm for washing hands.
- C. Vendor will be responsible for disposing of grease on their own, and such will not be disposed of in the Wastewater’s sanitary sewer system and/or the City’s drainage collection system.

## **7. PREMISES.**

- A. Vendor agrees that the premises shall be left in same condition as upon vendor’s arrival to the FestiVille site. Vendor shall pick up trash in and around Vendor’s premises in a timely fashion during and after FestiVille.
- B. Vendor shall provide adequate trash receptacles, with trash bags, outside the premises, which it is using. If FestiVille is required to clean and collect trash and debris from the premises due to Vendor’s failure to do so, Vendor will be required to pay additional money.
- C. Vendor will repair any damages to City property or grounds caused by Vendor to the satisfaction of FestiVille personnel. However, if Vendor fails to repair the premises to the satisfaction of FestiVille Committee, FestiVille shall have the damages repaired and Vendor shall pay the Jacksonville Parks and Recreation the reasonable costs for said repairs.

## **8. SET UP AND DEPARTURE.**

- A. Vendor shall set up its concession in accordance with a schedule to be provided by FestiVille.

September 25, 2020 —12:00 pm – 7:00 pm

September 26, 2020 —9:00 am – 7:00 pm

Official FestiVille hours are: 3 pm – 10 pm on Friday and 9 am – 10 pm on Saturday. Entertainment and other activities may be scheduled until 10 pm. Food vendors will be encouraged to stay until all activities are completed. Food vendors must be set up until at least 7 pm both nights.

- B. Vendor shall maintain the concession booth until the close of the FestiVille on Saturday.
- C. Vendor shall have only one service vehicle available on FestiVille premises. Any other parking must be in a designated area pre-approved in writing by FestiVille.
- D. Electrical power is limited. Vendor is encouraged to utilize non-electric cookers when possible. The anticipated amps of power needed by Vendor for concession during FestiVille are: \_\_\_\_\_.
- E. Vendor will abide by all rules and regulations while at FestiVille as stated by the FestiVille Committee.

**9. INDEMNIFICATION.**

- A. Vendor agrees to obtain liability insurance in the amount of \$1 million dollars to protect Vendor, Jacksonville Parks and Recreation, and FestiVille against all claims for losses or injury or property damages during FestiVille and will furnish proof of such insurance coverage as an attachment to this Agreement. FestiVille and Jacksonville Parks and Recreation will be named as Additional Insureds on the liability insurance policy.
- B. Vendor shall indemnify and hold harmless FestiVille and any of its employees, representatives, or sponsors and the City of Jacksonville, Arkansas against any and all claims, losses, costs, and litigation, including attorney's fees, claims and charges made by any individual or entity by or against FestiVille and/or the above parties arising out of the FestiVille and/or Vendor's participation in FestiVille.

**10. CONDITION PRECEDENT.**

This Agreement shall not be enforced against FestiVille until such as all terms and conditions of this Agreement have been complied with and satisfied by Vendor.

**11. BINDING EFFECT.**

This Agreement shall be binding upon the parties hereto and also their personal representatives, heirs, successors and assigns.

**12. NOTICES.**

All notices provided for herein shall be written and shall be deemed to have been given (unless otherwise required by specific provisions in respect of any matter) when delivered personally or upon deposit in the United States mail to the address set forth herein for the party receiving the notice.

**13. FURTHER ASSURANCE.**

The parties agree that from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Agreement.

**14. MODIFICATIONS.**

No provisions contained herein may be modified, amended or waived except by written agreement signed by the party to be bound thereby.

**15. HEADINGS AND CAPTIONS.**

Subject headings and captions are included for convenience purpose only and shall not affect the interpretation of this Agreement.

**16. SEVERABILITY.**

If any portion of this Agreement is held invalid, illegal or unenforceable, such determinations shall not impair the enforceability of the remaining terms and provisions herein.

**17. GENDER AND PRONOUNS.**

Throughout this Agreement, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa, as the context requires.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

**19. GOVERNING LAW & VENUE.**

This Agreement shall be subjected to and governed by the laws of the State of Arkansas. Proper venue if any issue shall arise will be Pulaski County, Arkansas.

**20. INCORPORATION BY REFERENCE.**

All exhibits and documents referred to in this Agreement shall be deemed incorporated by any reference thereto as if fully set out word for word.

**21. COUNTERPARTS.**

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

**22. THIRD PARTY BENEFICIARIES.**

This Agreement shall not create any rights for the benefit of any third party except as otherwise set forth herein.

**WHEREFORE**, the parties enter into this Agreement on the date and year first above written.

\_\_\_\_\_ / /

**FestiVille**

**By: Aisha Credit**

**Jacksonville Parks and Recreation**

**Events / Public Relations Coordinator**

**BY SIGNING BELOW I AM STATING I HAVE READ AND UNDERSTAND EACH TERM LISTED IN THIS AGREEMENT AND I AGREE TO BE BOUND BY THESE TERMS.**

**Vendor**

\_\_\_\_\_ / /

Entity\_\_\_\_\_

By:\_\_\_\_\_

(Please print name)