

## **Food Vendor Agreement**

THIS AGREEMENT is by and between the CITY OF AURORA, 15151 E. Alameda Parkway, Aurora, CO 80012 ("CITY") and the party designated on the attached application ("FOOD VENDOR").

The CITY desires to permit FOOD VENDOR to sell said items on attached application during the event. Now therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. **RIGHT TO SELL:** FOOD VENDOR shall have the right to advertise as set forth on the application. Said sales are to occur only within the area designated by the CITY for the FOOD VENDOR. The CITY has a zero-tolerance policy for the sale or display of product or advertising that displays and/or promotes any of the following: gang colors/symbols, drugs, drug paraphernalia, and illegal activities. Any FOOD VENDOR found to be in violation of these policies is subject to expulsion from the event without any refund. Enforcement of this is at the sole discretion of CITY management.
2. **BEVERAGES:** FOOD VENDORS shall not sell, distribute, or in any way disseminate alcoholic beverages, unless otherwise agreed upon in writing.
3. **PRODUCTS:** Absolutely no "Global Fest" merchandise may be sold at the event unless otherwise agreed upon in writing. FOOD VENDORS shall not sell any item not identified on the application without prior written approval of the CITY.
4. **HOURS OF OPERATION:** FOOD VENDOR booths must be fully staffed and open, and must remain fully staffed and open between the hours of 1:00 p.m. and 7:00 p.m. on August 20, 2016 regardless of weather conditions. Closing early or opening late for any reason, may preclude FOOD VENDOR from participating in future events. FOOD VENDOR understands that the event will be held rain or shine, and no refunds shall be given.
5. **BOOTH SIZE:** Booth size will be 10 ft. wide by 15 ft. deep for all FOOD VENDORS. FOOD VENDOR understands that the CITY, at its sole discretion, will assign space.
6. **RENTAL EQUIPMENT:** The City of Aurora will not provide any equipment to the FOOD VENDOR including but not limited to chairs, tables, tents, etc. FOOD VENDORS are required to provide their own equipment.
7. **WEATHER SECURITY:** FOOD VENDORS shall be responsible to adequately anchor all equipment to withstand the elements of weather. Vendors are responsible to bring their own anchoring devices (weights and/or water barrels). Vendors WILL NOT be allowed to use stakes for securing tents, canopies, etc. on the Great Lawn per the regulations of the City of Aurora.
8. **SPACE RENTAL FEE:** FOOD VENDOR agrees to rent a booth space during Global Fest event to be held Saturday, August 20, 2016. All fees are due and payable with the submittal of this agreement and additional required documents NO LATER THAN July 15, 2016. No subletting of booth space is permitted.
9. **LOAD-IN/SET-UP:** Load-in and set-up times vary based on booth location. Load-in and set-up must be completed between the hours of 9:00 a.m. – 12:00 p.m. on Saturday, August 20, 2016. All booth set up must be completed by 1:00 p.m. Vendor vehicles will

have limited access to vendor area, please be prepared to move things by hand or self-provided dolly.

10. **LOAD OUT:** All FOOD VENDOR materials and GARBAGE must be removed from event site by 9:00 p.m. on Saturday, August 20, 2016.
11. **SIGNAGE:** All FOOD VENDOR signs and banners must be contained within the assigned booth space. Each FOOD VENDOR is responsible for supplying their own signage for their booth.
12. **CONDUCT:** FOOD VENDOR may not consume alcoholic beverages within any assigned booth space. Vendors must be suitably attired at all times. Behavior unsuitable for the CITY, or which constitutes a public nuisance, will not be permitted. VENDORS SHALL NOT PLAY ANY AMPLIFIED MUSIC FROM WITHIN THEIR BOOTH SPACE DURING THE EVENT.
13. **STORAGE:** All FOOD VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed.
14. **ELECTRICAL SERVICE:** FOOD VENDOR agrees to purchase electrical service, if necessary, from the CITY. There will be no electricity, generators, trailers, vans or other such mechanical devices allowed unless approved by the CITY and designated in writing as part of this agreement. It is the FOOD VENDOR'S responsibility to supply all cables and extension cords which must be UL approved.
15. **CANVASSING:** FOOD VENDORS may conduct business only from inside their booth space. Canvassing from outside of the booth space is not permissible and FOOD VENDOR shall be liable for immediate closure and removal from the event with loss of all submitted monies. Canvassing MAY NOT be done any closer than 1 block from outside the event boundaries.
16. **SITE INSPECTION:** FOOD VENDOR is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the CITY, charges to repair or correct any damage or alteration. Vendor is responsible for returning the booth space site to its original physical condition by 9:00 p.m. on August 20, 2016.
17. **GOVERNING LAWS:** This agreement shall be governed by the laws, the health, sanitation, and fire regulations of the City of Aurora, County of Arapahoe, and State of Colorado.
18. **SECURITY:** FOOD VENDORS are responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. The CITY shall not be held responsible for loss, theft, or damage to any property left on the event grounds at any time.
19. **INDEMNITY:** FOOD VENDOR shall indemnify and hold the CITY, the CITY staff, contractors, and volunteers harmless from any claim or cause of action arising out of, or in connection with the acts or omissions of FOOD VENDOR under this agreement, and shall reimburse the CITY for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.
20. **VIOLATIONS:** FOOD VENDOR acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of the vendor's participation in the event. In the event this agreement is terminated as a result of any breach by the FOOD VENDORS, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.

21. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this agreement. No modification or change in the agreement shall be valid or binding upon the parties unless in writing, and executed by the parties to be bound hereto.
22. **AGREEMENT DEADLINE:** This agreement shall be signed by the **FOOD VENDOR** and returned to the **CITY** on or before July 15, 2016. This agreement shall become effective when received and signed by the **CITY** management.
23. **RESOLUTION OF DISPUTES:** In the event of a dispute arising in any manner as a result of, or in any way related to, this agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitrations or legal action is commenced, the prevailing party shall be awarded reasonable attorney fees and costs incurred as a result of said dispute.
24. **CANCELLATION:** **FOOD VENDOR** understands that if the vendor cancels after the execution of this agreement, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
25. **BOOTH ACCESS:** The **CITY** and its agents or assigns shall have access to the aforesaid described space and premises at all times. Booth space cannot be assigned or leased by any organization other than **CITY** management.
26. **EVENT DISPLAYS:** The **CITY** reserves the right to locate, or relocate any exhibit or display where it is in the best interest of the **CITY**. The **CITY** reserves the right to cancel any exhibit or display that is not in the best interest of the **CITY**.
27. **LICENSES:** All **FOOD VENDORS** must obtain a license from the Tri-County Health Department before operating a temporary retail food establishment. This license must be provided in conjunction with this agreement.
28. **FIRE PERMIT:** Fire Department Permits are required for the use of any temporary power sources (propane, charcoal, generators, etc.) or any large tents or canopies.
29. **LIABILITY INSURANCE:** **FOOD VENDORS** must provide the City with a liability policy as detailed on page 7 of this Food Vendor Application Packet.
30. **WATER:** Non-potable water will be made available at the event. **FOOD VENDORS** are responsible for providing a means of transporting water from the source to the assigned booth space.
31. **WASTE WATER:** Please do not dispose of wastewater anywhere other than **CITY** designated locations. Please make provisions immediately to mop up any standing water. Vendors observed dumping water in any unauthorized containers will be closed.
32. **GREASE:** Grease splattering is an area of highest concern. Make sure to lay down carpet remnants underneath cooking area and ensure grease-catching sheets extend beyond the primary cooking area to catch splatters.

By checking the box associated with this agreement, **FOOD VENDOR** acknowledges that:

- a. Vendor has had the opportunity to review this agreement;
- b. Vendor has enclosed **All** required documentation and payment;
- c. Vendor has had the opportunity to consult with legal counsel if desired; and
- d. Vendor fully understands the terms and conditions set forth herein and agrees to be bound by the same.