



## FOOD VENDOR AGREEMENT

THIS AGREEMENT is by and between Nebraska Asian Festival LLC of Omaha, Nebraska and the party designated on the attached approved application (**"FOOD VENDOR"**).

Nebraska Asian Festival desires to permit FOOD VENDOR to sell items on approved application during the festival on July 27, 2019 at the Lewis and Clark Landing, Omaha, Nebraska.

NOW, THEREFORE, in consideration herein, and other good and valuable consideration, the parties agree as follows:

***Read carefully and initial each item in the agreement:***

\_\_\_ 1. **FEES:** FOOD VENDOR fees and electricity fees are non-refundable. Festival is a rain or shine event. No vendor is allowed to set up unless fees are paid in full.

\_\_\_ 2. **RIGHT TO SELL:** Food Vendor is allowed to advertise and sell ONLY what is written on its application.

\_\_\_ 3. **INSURANCE:** You must provide a copy of Proof of Liability naming Nebraska Asian Festival as an additional insured on the policy. Proof of insurance should show \$ 1,000,000 per occurrence/\$2,000,000 general aggregate.

\_\_\_ 4. **VENDOR SPACE:** Spaces allowed will be 10' x 10' or up to 12x 12 in size per vendor. No subletting of booth space permitted. Vendors must provide all their own equipment and are responsible for set-up, tear down and clean-up in and around their designated space. Booths are on concrete. Do not drill into concrete to hold down tent. Vendor accepts liability for any damage to the grounds or other City Property. Please bring water barrels or blocks to hold down your tent. **Protective covering for the floor area is recommended to catch grease splatters.**

\_\_\_ 5. **PERMITS AND LICENSES:** Food Vendors must obtain a Douglas County Health Permit. Health Inspections will take place on the day of the event and Temporary food license must be posted at your booth. Proof of State License should also be posted. For questions about the Douglas County Health Department rules and regulations please call 402-444-7480.

\_\_\_ 6. **STAFFING AND BOOTH APPEARANCE:** Booth is required to be staffed for the entire event from 11am-11pm. It is recommended but not mandatory that each vendor decorate their booth in a unique, presentable manner with their country of ethnicity. (Example: flags, cultural outfit, etc.)

\_\_\_ 7. **SALES TAX:** Food Vendor is responsible for collecting and reporting Nebraska Sales Tax to Nebraska Department of Revenue.

\_\_\_8. **SET- UP:** Set up at the event will be available before the day of the event, July 26, 2019 from 6pm-8pm and on the day of the event, July 27, 2019 from 7am-9am. All booths must be set-up and ready for operation for all festival hours from 11am-11pm. Food inspection by Douglas County Health Department is to occur prior to the start of the event. Vendor must bring their own extension cords.

\_\_\_9. **TEAR DOWN:** No early tear down is allowed. Tear down will start as soon as the festival is over at 11pm on July 27, 2019. All vendors must remove all of their equipment, supplies, belongings at the premises as there will be no security provided after the event is over. Any vendor that tears down early will not be accepted to participate in the future.

\_\_\_10. **PARKING:** There will be available Free Parking. No vehicle is allowed to park near their booth.

\_\_\_11. **SAFETY AND CLEANLINESS:** Maintain safety and cleanliness at all times during the event. Food vendor is responsible to clear its surroundings of any tripping hazards or anything than can cause fire. You must comply to all pertinent fire codes, laws, ordinance and regulations for health, fire prevention and public safety. Vendor is responsible to bring their own trash cans for their booth and required to take their trash to the dumpster provided. Tripping hazards like extension cords should be taped down when in an area where crowd will be walking.

\_\_\_12. **WATER AND WASTE WATER:** Non-potable water is accessible at the event, but food Vendors are responsible for providing a means of transporting water to the assigned booth space. Dispose water waste only in designated locations. Please make provisions immediately to mop up any standing water. Two 5 gallons of potable water will be provided to each food vendor for free.

\_\_\_13. **AGREEMENT MODIFICATION:** 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 binding upon the parties unless in writing, executed by the parties to be bound hereto.

\_\_\_15. **AGREEMENT DEADLINE:** This agreement shall be signed and returned by the Vendor to the Festival on or before April 30, 2019.

I, (Initials)\_\_\_\_\_ undersigned Food Vendor, participating at the Nebraska Asian Festival have read, understand and hereby agree to indemnify and hold harmless Nebraska Asian Festival and its employees, officers, agents, volunteers, sponsors and advertisers from any claims, demands, causes of action, liability, judgments, and/or damages or cost (including reasonable costs and attorneys' fees) arising out of or relating to the participation in Nebraska Asian Festival. I agree to waive and release all rights and claims for damages that I may have against Nebraska Asian Festival LLC for any and all injuries I may suffer arising out of or relating to my participation at this festival. I consent to the enforcement of all rules and guidelines written and verbally conveyed. I hereby grant full permission to use any photographs and recordings of this event for any legit purposes.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

