



## CONTRACT FOR FOOD STAND SERVICES

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_ for July 4, 2022 by and between the Mosinee Area Chamber of Commerce, Inc. (hereinafter referred to as the “Chamber”), and Association/Vendor (hereinafter referred to as the “Association/Vendor”).

### RECITALS:

A. The Chamber utilizes River Park located at 1101 Main Street, Mosinee (hereinafter referred to as the “Facility”), for the Chamber’s Annual July 4<sup>th</sup> Festival (hereinafter referred to as the “Festival”).

B. The Chamber wishes to contract with the Association/Vendor for the purpose of providing food stand services (hereinafter referred to as the “Stand”), within the Facility during the Festival.

C. The Chamber and Association/Vendor desire to enter into a contract that describes the terms and conditions for the Association/Vendor’s provision of a Stand at the Festival.

NOW THEREFORE, in consideration of their respective agreements set out herein, the Chamber and Association/Vendor agree as Follows:

1. ASSOCIATION/VENDOR AUTHORIZATION

For and in consideration of the stated Stand charges, the Association/Vendor shall be an authorized provider of a Food Stand within the Facility during the Festival to be held on July 4, 2022.

2. ASSOCIATION/VENDOR CHARGES: LIMITED EXCLUSIVITY

a. In exchange for the semi-exclusive right to operate the Stand at the Festival, the Association/Vendor agrees to pay the Chamber a fee of **\$450.00** for Non-Members and 350.00 for Chamber Members. The Association/Vendor agrees to pay the Stand fee to the Chamber at least thirty (30) days before the Festival has been held.

b. The Chamber reserves the right, within thirty (30) days of acceptance of this Contract, to provide the Association/Vendor notice that the Chamber intends to contract with an additional vendor to provide some or all of the food stand services provided by Association/Vendor. The Chamber will base this decision on product demand, length of customer waiting lines, and prior history with the vendor at previous iterations of the Festival. If an additional vendor is contracted, the Chamber will make every attempt to space out the Stands as to minimize competition.

c. All Association/Vendors, in addition to food, may sell bottled water and non-lemonade soft drinks.

3. TERM

The term of this Contract shall be for July 4, 2022. Should the Chamber be required to reschedule the fireworks portion of the 4th of July event, the Chamber has decided on Sunday, July 5<sup>th</sup> as the rescheduled fireworks event date. Vendor would be permitted to provide services at any rescheduled fireworks event for no additional fee. Due to recent COVID-19 rules & restrictions, the Chamber may cancel the event up to 15 days prior to July 4, 2022 with no deposit fee or monies owed.

4. COMPLIANCE WITH RULES AND REGULATIONS

As part of this Contract, the Association/Vendor acknowledges that it is aware of the Rules and Regulations adopted for the use of the Facility and agrees to abide by such Rules and Regulations that currently exist at the time of the Association/Vendor's provision of the Stand at the Facility during the Festival.

5. EQUIPMENT AND AMMENITIES

The amenities, apparatus and equipment located within the Facility shall remain at their present locations and shall not be removed or relocated by the Association/Vendor at any time during the Association/Vendor's occupation and use of the Facility.

6. CHAMBER RESPONSIBILITIES

The Chamber will be responsible for:

- a. Publicizing the Festival's events;
- b. Organizing additional Festival activities, including but not limited to, a parade;
- c. Providing overall management and coordination of the days events;
- d. Coordinating with other vendors to minimize duplication of vending; subject to section 2(b);
- e. Maintaining and closing facility at the end of the event; and

7. ASSOCIATION/VENDOR RESPONSIBILITIES

The Association/Vendor will be responsible for:

- a. Organizing the procurement of all necessary supplies for the proper operation of the Stand;
- b. Adequately staffing the Stand;
- c. Cleaning-up the Stand area at the end of the Festival;
- d. All rental fees, license acquisitions and obeying all federal, state, county and local laws and regulations for food sales;
- e. Providing the Chamber with a list of items and costs to be offered at the Stand, all of which require the prior approval of the Chamber; and

8. HOLD HARMLESS AGREEMENT & INSURANCE

In exchange for the right to provide the Stand at the Festival, the Association/Vendor shall and hereby agrees to indemnify, defend and hold the Chamber and its representatives and agents harmless from any claim, demand, action, cause of action, loss, cost, expense, liability,

administrative order, consent agreement and order, penalty, interest or damage, including, without limitation, reasonable attorneys' fees, and all costs and expenses of all actions, suits, proceedings, demands, assessments, claims, and judgments resulting from, occurring in connection with, or arising out of the negligent or intentional acts or omissions of Association/Vendor or its representatives or its agents in connection with this Contract or any transaction contemplated herein. The indemnification, defense, and hold harmless obligations of Association/Vendor listed here shall be ongoing and shall survive any termination or expiration of this Contract.

The Association/Vendor shall procure and maintain, at its expense, ISO general liability insurance in a minimum amount of \$1,000,000 that specifically indicates coverage for all activities of the Association/Vendor during its use of the Facility. The Association/Vendor shall provide proof of insurance to the Chamber and the Chamber shall be named as additionally insured on the policy.

9. CONTRACT NON-TRANSFERABLE

This Contract exists between the Chamber and the Association/Vendor and is not to be construed as a Contract with any other individual, firm or agency and the Association/Vendor specifically agrees that it will not contract with any other party or assign this contract in any manner.

10. EVENTS OF DEFAULT

Each of the following events shall be an "Event of Default" by the Association/Vendor under this Contract:

- (a) Association/Vendor fails to provide to Chamber sufficient liability insurance required to be maintained by Association/Vendor pursuant to this Contract;
- (b) Association/Vendor utilizes the Facility for anything other than the stated use as described herein;
- (c) Association/Vendor attempts or there shall occur any assignment, subleasing, or other transfer of Association/Vendor's interest in or with respect to this Contract except as otherwise permitted in this Contract; or
- (d) Association/Vendor fails to comply with any provision of this Contract other than those specifically referred to this section.

In addition, the following events shall be an "Event of Default" by the Association/Vendor under this Contract, which shall authorize the Chamber to immediately terminate this Contract and cause the Association/Vendor to shut down the stand.

- (e) Association/Vendor, or any agent or volunteer of Association/Vendor verbally or physically abuses a Festival patron;
- (f) Conditions within the Stand are deemed by the Chamber to be unsafe or unsanitary;
- (g) Illegal narcotics are found in the Stand; or
- (h) Association/Vendor serves alcohol to patron(s) under age 21.

11. RENEWAL PERIOD

If there has not been an "Event of Default" during the term of the Contract, Association/Vendor may provide written notice of intent to renew this Contract for the Festival occurring in the next calendar year.

IN WITNESS WHEREOF, the Mosinee Area Chamber of Commerce and \_\_\_\_\_ by their respective representatives, have entered into this Contract for provision of Food Stand Services at the July 4, 2022 July 4th Festival.

**Mosinee Area Chamber of Commerce, Inc.**      **Business Name** \_\_\_\_\_

By: \_\_\_\_\_      By: \_\_\_\_\_

Date: \_\_\_\_\_      Date: \_\_\_\_\_

Our Mission: Serving, representing, and enhancing, business growth and success while promoting community development to improve the overall quality of life in our region.