

Glass on the Grass 2008

FOOD VENDOR CONTRACT

Aug 16 & 17th

225 W Indiana Spokane WA 99205 • 509-389-2930

This agreement is made and entered into by and between Glass on the Grass, hereinafter referred to as "GoG", and:

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Person Responsible: _____

Day Phone: _____ Evening Phone: _____

Cell Phone: _____ Email: _____

Collectively hereinafter referred to as "VENDOR".

1. **VENDOR FEE:** Vendor agrees to pay ___ of their gross or ___ as a booth fee paid in advance or both to GoG. The percentage option will be payable in full by August 25th 2008 to Glass on the Grass at the address at the top of this contract. If you require electrical service there may be an additional fee (to be determined based on the number of vendors)
 2. **LOCATION:** GoG reserves the exclusive right to determine placement of vendors on the event site.
 3. **VENDING SPACE:** In cases of unusual space requirements, GoG reserves the right to charge an additional fee. This fee will be determined on a case-by-case basis at the discretion of GoG and must be paid in full before you are officially accepted. Please enclose a drawing that clearly shows your vending setup. Include trailer hitches, awnings, counters and any other objects that affect the amount and shape of the space needed. Indicate which side(s) of the unit you will be serving from. Please include exact dimensions.
 4. **INSURANCE:** You must provide your certificate of insurance **naming "Glass on the Grass" as an additional insured** as detailed in paragraph 11 of the attached terms and conditions. Please have your agent send this to our office at the address at the top of this agreement prior to **July 22, 2008**.
 5. Additional terms and conditions on the second page of this document are a part of this Contract.
- The Parties hereby agree to the terms and conditions of this Contract. This document takes effect when signed by both parties.

Dated this _____ day of _____, 2008.

GoG

VENDOR

By: _____ By: _____

Conrad Bagley
Glass on the Grass

SUBMISSION DEADLINE: Return this signed Contract on or before June 22, 2008. A signed copy will be returned to you.

TERMS AND CONDITIONS

6. I agree as a vendor for the Glass on the Grass event to comply with all federal, state and local laws.
Clean your own area as per inspection by GoG personnel. Throw all garbage and debris into the dumpsters, NOT the garbage cans by your vending unit or throughout the site.
Restrict all activities and advertising matter to space assigned.
Be open and ready for business no later than 11 am. on Saturday August 18th.
Do not dismantle until 7 pm Aug 19th.
Vending operation must be open for business during all GoG hours.
Do not use or have on site any sound amplifying device without the written permission of the GoG Operations Manager or Executive Director.
7. Abide by all conditions, rules and regulations, written or oral, made by GoG at any time.
8. Promptly close any concession or remove any product, which in the sole discretion of the GoG Operations Manager or Executive Director is not appropriate for sale at GoG.
9. **LIABILITIES:** It is agreed that GoG, in granting this Contract, is not employing or in any manner assuming responsibility for the acts of VENDOR or its employees. VENDOR is an independent contractor. VENDOR agrees to operate the concession in a safe manner and to obtain any and all necessary permits and licenses required by, among others, this STATE, COUNTY, and CITY.
10. **INSURANCE:** VENDOR will provide GoG with a certificate of liability insurance for a minimum of \$1,000,000, **naming Glass on the Grass as an additional insured.**
11. **HOLD HARMLESS:** VENDOR shall protect, save harmless, indemnify, and defend, at its own expense, GoG, its employees or agents, and any and all sponsors, from any loss or claim for damages of any nature whatsoever, arising out of or suffered, directly or indirectly, in connection with this agreement or VENDOR'S use of the premises, including claims by VENDORS, EMPLOYEES OR THIRD PARTIES, except for those damages solely caused by the negligence or willful misconduct of GoG, its employees, volunteers or appointed board.
12. **VENDOR RESPONSIBILITY:** GoG assumes no liability for damages to goods or property of VENDOR or any liability for damages to persons or property arising out of or suffered, directly or indirectly, in connection with this Contract or VENDOR'S use of the premises. VENDOR is responsible for securing all goods and property during event and non-event hours. VENDOR agrees that the address indicated on this Contract will be its address for service of process and that if, for any reason that address is unavailable, GoG is designated its agent for service of process in any action arising out of its use of the GoG site.
13. **SUBLETTING PROHIBITED:** VENDOR shall not sublet or assign any privilege or portion of the space covered by this Contract.
14. **LIEN:** GoG shall have a lien upon any property stored, used, or located any place upon the site by VENDOR for any unpaid rentals and for any and all damages sustained by GoG resulting from breach of this Contract by VENDOR or otherwise caused by VENDOR, and shall have the right to detain such property or any part of it without process of law and may appropriate any or all such property as its own to satisfy any such claim.
15. **WORKERS COMPENSATION:** VENDOR hereby certifies that VENDOR is in compliance with Title 51 RCW relating to worker's compensation.
16. **CANCELLATION AND REFUND:** VENDOR may not otherwise cancel this Contract or obtain a refund except with the express written consent of the GoG Operations Manager or Executive Director.
17. **TERMINATION BY GoG:** GoG may terminate this Contract:
 37. At any time GoG in its discretion determines a need for the premises, which is inconsistent with use and occupancy by VENDOR. In this event, GoG'S sole liability to VENDOR shall be limited to a refund of the unused vendor and electrical fees set forth above, as determined solely by GoG; or 3 8. Upon violation of any term or condition of this Contract by VENDOR, in which case GoG may retain any advance payments and may pursue other legal remedies as it determines appropriate.
18. **GOVERNING LAW AND VENUE:** The laws of the State of Washington shall govern this Contract. Any lawsuit regarding it must be brought in Spokane County.