

2010 Non-Profit CONCESSIONAIRE CONTRACT

This 2010 Dogwood Festival of Virginia, Inc. Concessionaires Contract is made and entered into by and between Dogwood Festival of Virginia, Inc. (Festival) and _____ (Concessionaire). This agreement shall become effective upon signing and shall remain in effect until the specified termination date. In consideration of the mutual promises and conditions herein and recognition of Concessionaire's role as an independent contractor and not an employee of Festival, Festival and Concessionaire agree as follows:

I. DUTIES OF THE CONCESSIONAIRE:

- A) The Concessionaire shall provide all equipment, electricity (silent generator), water, items and articles necessary for the conduct of its business.
- B) The Concessionaire shall provide and maintain the necessary inventory required to satisfy public demand. All food products sold or kept for sale by the Concessionaire shall be first class in quality and conform to applicable Federal, State and County laws, ordinances, and regulations in all respects.
- C) The Concessionaire is responsible for maintaining a first class appearance of his/her area/apparatus. Less than such first class will not be acceptable. Front/rear/sides must be equally presentable.
- D) The Concessionaire shall not offer for sale any adulterated, misbranded, or impure articles. No items shall be sold in glass containers. All food items shall be stored and handled with due regard to sanitation.
- E) The Concessionaire shall submit a listing of food offered for sale during the term of the contract. Include portion size and the price of each product.
- F) The Concessionaire shall not sell nor distribute tobacco products or alcoholic beverages, including beer, wine, and spirituous liquors.
- G) The Concessionaire shall not sell or distribute any nonfood items. Any concessionaire who does not meet this requirement will be removed from the festival grounds immediately.
- H) The Concessionaire is responsible for transporting and eliminating his waste/refuse/unused propane. Under no circumstances should it be released at concession area.
- I) The Concessionaire shall hire, employ and pay the full compensation of all its employees engaged in the provision of aforementioned sales and shall provide Festival, in advance, a complete listing of those employees.
- J) The Concessionaire shall ensure that all employees maintain appropriate attire, including shirts, hats, etc., identifying each worker as an employee of the Concessionaire.
- K) The Concessionaire shall hold a valid permit from the Roanoke County Health Department if food and/or beverages requiring such a permit are to be sold.
- L) The Concessionaire shall display the official Health Department Certificate and Festival Vending Permit in full view of the public at all times during the operation.
- M) The Concessionaire shall display a price list of goods sold in full view of the public at all times during the operation.
- N) The Concessionaire agrees to pay the Festival 100% upfront. Failure to submit required funds will result in termination of participation. All payments will be by either cash or certified check only. NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES.
- O) The Concessionaire shall not sublease or transfer this contract or vending permit to any other party without prior written permission of the Festival.
- P) The Concessionaire shall notify the Festival's Concessionaire Director of the need to cancel scheduled services at least 15 days prior to the event's dates.
- Q) The Concessionaire agrees to position his area / apparatus between 12:00 p.m. and 7:00 p.m. on Friday, April 23, 2010 (professional vendor only). Due to the magnitude of the event, earlier or later setup will not be granted without prior written request and consent.
- R) The Concessionaire will not be permitted to operate a motorized vehicle on concession grounds during Festival hours.
- S) The Concessionaire agrees to conform to all of the Duties of the Concessionaire.
- T) The Concessionaire agrees to provide total sales on provided feedback form after event. This is required by our insurance company.

II. INDEMNITY AND INSURANCE

- A) The Concessionaire shall indemnify and save harmless the Festival, Town of Vinton, its agents, and employees and assigns from and against all losses, costs, damages, expense, and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, arising directly or indirectly from operations, products, or services rendered, directly or indirectly under this contract.

III. RIGHTS RESERVED BY THE FESTIVAL

- A) The Festival reserves the right to grant, deny or revoke concession contracts and permits before and during the Festival.
- B) The Festival reserves the right to select the location(s) for professional vendors that the Concessionaire will be permitted to sell his/her product.
- C) The Festival reserves the right to conduct random unscheduled inspections of Concessionaire's vending spaces/apparatus.
- D) The Festival reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the Festival that is judged to be less than first class in quality by the Festival.

IV. AMOUNT OF CONCESSIONAIRE FEE & METHOD OF PAYMENT

The Concessionaire shall pay the Dogwood Festival of Virginia, Inc. a Concessionaire fee of \$40. All payments will be by either cash or certified check only. NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES.

V. THE TERM OF THE CONTRACT

A) The term of this contract shall begin upon its signing by the Festival and continue through April 24, 2010.

B) Neither party to this agreement shall be deemed to be in default under this agreement to the extent that such party's performance is hindered or made impossible by an act of God, war, revolution, insurrection, or other event beyond the control of the party affected.

In Witness Whereof, the parties have duly executed this Contract as of the date below.

Signature of Concessionaire/Proprietor
Date: _____

Signature of Concessionaire Director
Date: _____