



FOOD VENDOR AGREEMENT

WHEREAS, Arts United of Greater Fort Wayne, is a non-profit Indiana Corporation with its principal places of business in Fort Wayne, Indiana, (hereinafter referred to as "Arts United");

WHEREAS, Arts United is hosting an event called Taste of the Arts (hereinafter referred to as "Event") to be held on August 27, 2011;

WHEREAS, \_\_\_\_\_ (hereinafter referred to as "Vendor"), desires to participate in the Event;

WHEREAS, Vendor gives its information as follows:

VENDOR NAME: \_\_\_\_\_
MAILING ADDRESS: \_\_\_\_\_
TELEPHONE: \_\_\_\_\_
EMAIL: \_\_\_\_\_
WEBSITE: \_\_\_\_\_

WHEREAS, Vendor and Arts United desire to enter into this Vendor Agreement (hereinafter referred to as either "Agreement" or "Vendor Agreement") in order to set out the terms of Vendor's participation;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

- 1. Set up Time: Vendor will be allowed to set up after 9:00 a.m. on the date of the Event. If an earlier set-up time is needed then Vendor must make prior arrangements by contacting Tena Woenker. Vendor shall be set-up by noon.
2. Tickets: Arts United will sell tickets in One Dollar (\$1.00) increments. Vendor shall charge a price for its product in One Dollar (\$1.00) increments. Vendor shall only accept tickets and all ticket buckets/boxes must be turned in to Arts United the night of the Event. Vendors are to turn in their ticket bucket(s)/box(es) to the Command Center by 7 p.m. PAYMENT WILL NOT BE MADE TO ANY VENDOR FOR TICKETS RECEIVED AFTER THE DAY OF THE EVENT.
3. Drinks: We are asking Vendors to be consistent and use the following pricing for drinks: 16.9 oz. water, iced tea or lemonade - \$2. 12 oz. canned soda - \$2. Please do not serve other sizes of beverages to keep pricing consistent across the festival.
4. Arts United Donation: Prior to the Event, a setup fee of \$100 is due to Arts United. Vendor agrees that Arts United shall retain Fifty percent (50%) of the ticket sales collected by Vendor as a Donation to Arts United. The remaining percentage of the proceeds collected by Vendor shall be given to the Vendor.
5. Clean up: Vendor shall be responsible for clean up of their immediate areas. Vendor's site will be inspected by Arts United at the conclusion of the clean up. All trash must be discarded. A clean up fee of \$250.00 shall be assessed to Vendor if Vendor's area is left in an unsatisfactory condition, with such determination exclusively with Arts United. Any clean up fee shall be deducted from any money due Vendor for its share of ticket sales collected by Vendor.
6. Release: Vendor (on its own behalf and on behalf of its invitees, guests, employees, agents, and any other person or entity claiming by, through, or under any of them) hereby waives and releases any and all claims for losses, liabilities, damages (whether compensatory, punitive, exemplary or of any other type), injuries, property damage, wrongful death, economic loss, costs and/or

expenses of any type, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, and whether known or unknown (collectively, "**Losses**"), against Arts United and its predecessors, affiliates, officers, directors, agents, subsidiaries, employees, successors, assigns, and insurers, (singly, "**Released Party**," and collectively, "**Released Parties**"), which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, any act or omission by any person or entity in connection with the Event, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party. The Vendor hereby irrevocably covenants not to assert, or to initiate any suit or proceeding, against any Released Party which is based in whole or in part upon any claim seeking to recover any Losses released hereunder.

7. **Indemnity:** Vendor will indemnify and hold harmless the Released Parties from any and all Losses incurred by any Released Party as a result of any claims or suits that Vendor, or any other person or entity whatsoever, may bring or assert against any Released Party, which are caused or are alleged to have been caused in whole or in part by, or otherwise arise or are alleged to have arisen in whole or in part as a result of, the negligence or other fault of Vendor or its employees, officers or agents, regardless of whether or not any of the foregoing were also caused or alleged to have been caused in part by the negligence or other fault of any Released Party.
8. **Insurance:** Vendor must provide proof of liability insurance with coverage limits acceptable to Arts United, including a certificate of insurance showing proof of liability, workers compensation, and auto liability. Proof of Insurance must be provided to Arts United no later than three weeks prior to the event.
9. **Compliance With Laws and Ordinances:** Vendor shall comply with all applicable state, federal and local laws and ordinances regarding the sale and distribution of Vendor's products, and shall not use or permit the use of the Vendor's product for any illegal purposes. Vendor shall be subject to eviction from the Event if there is a violation of federal, state, or local law(s).
10. **Indiana Law:** The formation, effect, performance and construction of this Agreement shall be governed by the laws of the State of Indiana.
11. **Entire Agreement; Changes:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral. Any changes to this Agreement must be in writing and signed by the parties hereto.
12. **Cancellation:** In the event that Arts United cancels an event for any reason, you will receive a credit for 100% of the setup fee paid.  
If Arts United postpones the event for any reason and the delegate is unable or unwilling to attend on the rescheduled date, you will receive a credit for 100% of the setup fee paid.  
Except as specified above, no credits will be issued for cancellations.  
Arts United is not responsible for any loss or damage as a result of an alteration or cancellation/postponement of an event. Arts United shall assume no liability whatsoever if the event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of this event impractical, illegal or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labor strike, extreme weather or other emergency.  
Please note that while details about the event being shared with stakeholders, circumstances beyond the control of the organizers may necessitate substitutions, alterations or cancellations of certain details. As such, Arts United reserves the right to alter or modify details if necessary without any liability to you whatsoever. Any substitutions or alterations will be shared as they develop.
13. **Severability:** In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall be construed and enforced in accordance with the remaining provisions hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

Vendor: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_