

MANISTEE



NATIONAL FOREST
FESTIVAL

FOOD VENDOR CONTRACT

- LOCATION:** Douglas Park – First Street Beach – Manistee, Michigan
- DATES & TIMES:** July 4 – 8, 2012
- SET UP:** Between 6 a.m. and 10 a.m. the first day contracted.
- TEAR DOWN:** Before midnight on July 8, 2012
- VENDOR FEE:** Flat rate, 5 days - - \$200, Less than 5 days - - \$75 per day **MUST BE PAID IN FULL IN ADVANCE.**

The number of food vendors will be limited by their menu. Applications will be reviewed as received and accepted or rejected on first come first served basis. This contract must be signed and returned by **June 22, 2012**. Make check payable and return to:

Manistee Area Chamber of Commerce
11 Cypress Street
Manistee, MI 49660

CUT ALONG DOTTED LINE

Please return this section with your check, and please type or print legibly.

OWNER/CONTACT PERSON: _____

BUSINESS NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

AMOUNT ENCLOSED: _____ SALES TAX #: _____

TYPES OF FOOD: _____

Authorizing Signature

Date

(DO NOT WRITE IN THIS SPACE)

Total Fee _____ Date Paid _____ Check # _____

Approved by _____

MANISTEE



NATIONAL FOREST
FESTIVAL

FOOD VENDOR RULES

VENDOR hereby contracts with the Manistee Area Chamber of Commerce for space at the Manistee National Forest Festival as follows:

1. VENDOR agrees to use and pay for food booth space as described. VENDOR agrees to accept space assigned and will not sub-let to anyone else.
2. Neither the Manistee Area Chamber of Commerce, the Manistee National Forest Festival Committee, nor the City of Manistee will be responsible for any injury which may arise to VENDOR, their employees, agents, guests or customers; or for the loss, theft of or damage to any food, display, merchandise, samples or vehicle from any cause whatsoever while in transit to or from, or while participating in the Manistee National Forest Festival. By executing this contract, VENDOR agrees absolutely and irrevocably to waive and release any claim it may have against the Manistee Area Chamber of Commerce, the Manistee National Forest Festival, the City of Manistee, their officers, officials, agents or employees.
3. When ACTS OF GOD or any other causes not within the control of the Manistee Area Chamber of Commerce, the Manistee National Forest Festival Committee, or the City of Manistee make it impossible for the VENDOR to occupy the Festival premises, then in such case the Manistee Area Chamber of Commerce, the Manistee National Forest Festival Committee, and the City of Manistee, their officers, officials, agents or employees are jointly released from any and all claims for damages which may arise as a consequence thereof.
4. The VENDOR also agrees to the following conditions of this contract:
 - a. Set up shall be completed between 6 a.m. and 10 a.m. the first day contracted.
 - b. Individual generators must be used unless power is made available.
 - c. Only food specified in contract may be sold.
 - d. Booth sharing by VENDORS is not permitted.
 - e. The VENDOR agrees to use qualified labor at all times.
 - f. Food, merchandise, samples, exhibits and vehicles must be removed before noon on **July 9**.
 - g. The management shall be entitled to close an exhibit at any time for failure of VENDOR to perform, observe and comply with any term set forth in the contract.
 - h. VENDOR shall not be entitled to a refund or any part of any fee should he/she, for any reason, be unable to participate after acceptance.
 - i. If for any reason the management determines that the location of the Food Vendors should be changed or dates should be changed, management reserves this right.
 - j. All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.
 - k. Food VENDORS shall have appropriate license, insurance, and local health department permit.
 - l. VENDOR will cooperate by keeping Food Vendor area clean.
 - m. Exhibits left over-night are at the VENDORS own risk.
 - n. The number of food vendors will be limited by their menu. Applications will be reviewed as received and accepted or rejected on first come first served basis.