The Rotary’s Food Festival Food Vendor Contract

This agreement is made on \_\_\_\_\_\_\_\_\_\_ , 2019 by the Rotary Club of Westfield, Inc. (“Rotary Club”)a non-profit corporation and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Vendor’s Name

The Rotary Club is the organizer of the “Westfield Food Fest”, which includes miscellaneous vendors, the sale of food & beverages, and the providing of entertainment on Friday August 23 and Saturday August 24. The Festival hours of operation are 5 pm until 10 pm on Friday and Noon until 9:00 pm on Saturday. The event will take place on Elm Street in Westfield, MA.

The Rotary Club and Vendor mutually agree:

1. Vendor agrees to pay $200.00 for each space at the event. A deposit of $100 must be received by March 31, 2019. Final payment must be received by the Rotary Club by June 1, 2019. This original signed contract and certificate of insurance described in item #13 below should be received by March 31, 2019.
2. The location of the Vendor shall be determined solely by the Rotary Club.
3. The Vendor shall sell only items submitted to and approved in advance by the Rotary. The menu and prices shall be conspicuously posted by the Vendor.
4. The Vendor shall not transfer this contract to any other person or business.
5. The Vendor shall provide its own equipment, tent, tables, or other items that it deems necessary to provide its service.
6. The Vendor’s equipment shall be set up no later than 2 hours prior to the opening on each day of the Rotary Food Festival. The equipment shall not be removed until the end of each day of the Rotary Food Festival. Vendor vehicles may enter the restricted area after 9:00 am each day and after the closing time each day.
7. Limited electricity may be available from the Rotary Club or Festival but is not guaranteed.
8. A potable water source will be available from a hose connection on a fire hydrant but not necessarily in the immediate area of the Vendor’s location.
9. The Vendor shall obtain at its own expense all necessary licenses for sale of their products and shall comply with all city and state ordinances. The Westfield Health Department will inspect all food vendors prior to the event. There will NOT be a charge by the Health Department. A local peddler/hawker permit (at no charge) is required by the Westfield Police Department. The form is attached.
10. The Vendor shall keep the concession area clean, sanitary, and orderly at all times and will conduct business in accordance with Westfield Health Department regulations.
11. The Vendor will be responsible for disposal of its own trash. The Rotary Club will provide trash receptacles and the disposal of trash for the attendees of the event.
12. The Vendor agrees to indemnify and hold harmless the Rotary Club from all law suits, damages, or claims of any nature arising on the part of the Vendor or Vendor’s employees or agents arising out of its participation in this event.
13. The Rotary Club shall have no liability for the person or property of the Vendor. The Vendor shall maintain adequate public liability and product liability insurance in a form acceptable to the Rotary Club. “The Rotary Club of Westfield, Inc.” shall be named as additional insured thereon. Certificates of insurance shall be provided to the Rotary Club and accompany this contract.
14. The Vendor agrees to abide by the rules and regulations of the Festival as may be established and promulgated by the Rotary Club in its sole discretion. If the Vendor fails to perform its obligations herein, no portion of the amount paid by the Vendor will be refunded.
15. The Vendor shall submit to an inspection by the Westfield Building Department and the Westfield Fire Department. It is recommended to contact the Westfield Fire Department prior to the event to clarify any requirements of the State Fire Regulations. His contact info is: [fireprevention@cityofwestfield.org](mailto:fireprevention@cityofwestfield.org) . His phone # is 413-572-6303.
16. If the event is cancelled for any reason by the Rotary Club, the Vendor’s fees will be returned to the Vendor within 30 days. Otherwise the fee is non-refundable.
17. This contract shall become binding and effective as the date signed by the Rotary Club representative.

Thank you for you cooperation and participation in this event.

Vendor’s name and signature Date

Signature for the Rotary Club of Westfield Date