

CZHILISPIEL 47 Commercial Food Vendor Agreement

1. This agreement made and entered into this, the _____ day of _____, A.D., 2019, by and between the _____, party of the first part and the **FLATONIA CHAMBER OF COMMERCE, INC., DBA CZHILISPIEL**, of the City of Flatonia, State of Texas, party of the second part.
2. WITNESS: That for and in consideration of the sum of one dollar in hand paid each to the other, the receipt of which is herein acknowledged, and other good and valuable considerations herein set for, both parties aforesaid bind themselves as follows: TO WIT:
3. The party of the first part shall provide suitable food concessions in the City of Flatonia, State of Texas, for a period of 3 days and 2 nights commencing October 25, 2019 and ending October 27, 2019, both dates inclusive.
4. No living quarters will be allowed on the festival grounds. No vehicles will be allowed on festival grounds during the business hours of the festival.
5. All concession workers will be clean and in distinguishable attire.
6. Party of the first part will keep their area clean of all trash at all times. Trash and all refuse must be kept in closed, sealed containers. There will be no spilling of water, grease or any other substance on the street. **We will provide a liquid waste water tote for all liquid waste.** IN ORDER TO PROTECT THE BRICKING PLEASE PLACE SOME TYPE OF PROTECTION FROM ANY FOOD OR GREASE DRIPPINGS. ANY DAMAGE OR CLEANUP IS THE RESPONSIBILITY OF THE PARTY OF THE FIRST PART. NO BOOTH WILL BE PLACED ON MEDIAN. BOOTHS WILL BE PLACED ON EITHER SIDE OF MEDIAN. Party of the second part will provide plastic trashcan liners and will be picked up by second party.
7. The food concessions may begin setting up after 9:00am Friday October 25, 2019. The food concessions will set up on the westbound lanes of Highway 90 in an area designated by party of the second part. **All vehicles must be unloaded and off the grounds by 4:00pm Friday, October 25, 2019.**
8. Food Vendor shall remain open until 30 minutes AFTER the entertainment for each night has concluded. If booth shuts down early without cause, exclusivity rights are lost.
9. Both parties hereto agree that there is no other contract or promise, either written or verbal existing between them.
10. **Party of the first part will pay a flat rate fee of \$50.00 per booth at time of submission of application.** If a 110 electrical outlet is required, advanced notice of at least 48 hours is required. **A fee of \$10.00 for a 110 outlet & \$35.00 for a 220 outlet will be charged.**
11. Party of the second part will MAIL check(s) to appropriate person, as designated, within two weeks after event. NO settlements will transpire the weekend of the event.
12. The party of the second part will **collect 25% of gross proceeds.**
13. **Only tokens accepted as payment in food booths.** Tokens MUST be turned in daily to the bank at the Civic Center. The Party of the first part hereby agrees not to accept cash payments.
14. **The party of the first part agrees to hold the party of the second part harmless from any claim of any nature arising from operations of party of the first part and will be responsible for a vendor permit from the Texas Health Department which is available on line.**
15. In case of accident or delay, strikes, fire, inclement weather, flood, cyclone, epidemic, or any unforeseen occurrence over which the party of the first part has no control, then the party of the first part is not to be held for damages by the party of the second part.
16. In the event party of the first part violates any of the conditions or provisions herein, party of the second part may terminate this contract with party of the second part, shut down the food booth immediately and tender all sums, if any, due under paragraph 11.
17. This agreement entered not and signed in duplicate in the City of Flatonia, State of Texas, this, the _____, day of _____, A.D., 2019 by the duly authorized representative of the parties hereto.
18. The parties hereby stipulate that party of the first part is an independent contractor. **Initials** _____ Pg. 2