

CZHILISPIEL 47 Commercial Food Vendor Agreement

1. Commercial Food Vendors 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.
2. 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.
3. All concession workers will be clean and in distinguishable attire.
4. Commercial Food Vendors 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. Czhilispiel will provide a liquid waste water tote for all liquid waste.
5. 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. Commercial Food Vendors must provide plastic trashcan liners and will be picked up by Czhilispiel volunteers/staff.
6. 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.
7. Food Vendors 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.
8. Both parties hereto agree that there is no other contract or promise, either written or verbal existing between them.
9. Commercial Food Vendors 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.
10. Flatonia Czhilispiel will MAIL check(s) to appropriate person, as designated, within two weeks after event. NO settlements will transpire the weekend of the event.
11. Flatonia Czhilispiel will collect 25% of gross proceeds.
12. Only tokens accepted as payment in food booths. Tokens MUST be turned in daily to the bank at the Civic Center. Commercial Food Vendors hereby agrees not to accept cash payments.
13. Vendors agrees to hold the Flatonia Chamber of Commerce - Czhilispiel harmless from any claim of any nature arising from operations of Commercial Food Vendors and will be responsible for a vendor permit from the Texas Health Department which is available on line.
14. In case of accident or delay, strikes, fire, inclement weather, flood, cyclone, epidemic, or any unforeseen occurrence over which Commercial Food Vendors have no control, then the vendor is not to be held for damages by Flatonia Czhilispiel.
15. In the event a Commercial Food Vendor violates any of the conditions or provisions herein, Flatonia Czhilispiel 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 10.