

Food Vendor Contract

For Rental of Space at Swiss Days

Berne Chamber of Commerce Swiss Days Committee

205 E. Main St., Berne, Indiana 46711 260-589-8080

Contract for Rental of Space at Swiss Days for Food Vendor

Deadline for payment and contract is July 13, 2020 to guarantee space

This Rental Agreement for Swiss Days Rental Space, between the business or entity entered during registration on the Committee's website, said registration page being hereby incorporated herein (hereinafter referred to as "Vendor"), and Berne Chamber of Commerce, Inc., an Indiana not-for-profit corporation, by and through its Swiss Days Committee, (hereinafter referred to as "Committee.")

The Vendor, desiring to rent certain space hereinafter described on the City of Berne streets for purpose of the preparation and sale of food items previously disclosed on Committee's website and herein incorporated into this Agreement during the Swiss Days Festival, and the Committee, being the exclusive rental and leasing agent for such space at said Swiss Days, do hereby agree as follows:

1. The Committee hereby leases to Vendor the street space as set forth previously on the Committee's website for purposes of exhibiting, preparing and selling Vendor's food items, at said Swiss Days Festival for the rental sum identified and selected by Vendor on the Committee's website, said payment page being herein incorporated into this Agreement.
2. The space to be rented to the Vendor by the Committee is street space. **The Committee shall make every effort to place your street space in the same location Vendor selected on the map located on Committee's website (hereinafter "Map"), however Vendor understands that all decisions concerning placement of all Vendor exhibitions is exclusively reserved by the Committee and its decisions shall be final.** In addition to the aforementioned street space, the Committee agrees to provide access to said space no earlier than **8:00 A.M. on Wednesday, July 22, 2020** unless prior approval is permitted from the Committee. Electrical plug-ins will consist of 220V (50 amps) of electricity and/or one (1) four wire plug. **Six outlet electrical strips will be required; all tanks must be grounded.**
3. Vendor shall use the space in accordance with the general rules and regulations of the Committee. Vendor shall meet all applicable public health regulations of the Adams County and Indiana State Boards of Health, and all safety regulations of the Indiana State Fire Marshall Office. **Vendor tents/trailers must be equipped with an approved fire extinguisher.** Vendor shall provide proof of current applicable state and local licenses, by posting within public view at all times while serving. **All vendors must be registered to sell in the state of Indiana.** The applicable authorization from the Adams county Health Department must be posted in a visible location in your exhibition space. Said authorization can be obtained from said Health Department at **address: 313 W. Jefferson Street, Decatur, IN 46733-1660, Phone: 260-724-5326, or Fax: 260-724-5328.**
4. Vendor agrees to provide food items and non-alcoholic beverages for sale to Swiss Days patrons. The Committee must **grant prior approval of all food items** prior to them being sold during Swiss Days. **Prices for all food items to be sold during Swiss Days shall be posted in a manner that will allow all customers a clear view of said prices. The Committee cannot guarantee exclusive rights to any food item and does not guarantee attendance numbers or amounts of sales.**
5. Vendor shall be responsible for Comprehensive General Liability Insurance Coverage including premises and products liability. **Vendor shall show a copy of its insurance contract setting forth the aforementioned insurance coverage inside booth/trailer at the time Vendor is ready to open for business.** Insurance will not be provided by the Committee. Vendor indemnifies and holds harmless the Berne Chamber of Commerce, Inc., and the Swiss Days Committee, including their directors, officers, agents, and employees, from and against all claims, damages, actions, liability and expenses in connection with loss of life, personal injury, and/or damage to or loss of property occasioned wholly or in part by any act or omission of the Vendor or its agents, contractors, or employees, related to the Vendor's activity. Vendor also acknowledges that the Berne Chamber of Commerce, Inc., and the Swiss Days Committee, their directors, officers, agents, and employees do not assume any responsibility whatsoever for any property of the undersigned used by or brought onto the leased street space and the Vendor will take whatever steps it deems necessary to protect the same. **The undersigned hereby releases, acquits and discharges the Berne Chamber of Commerce, Inc., and the Swiss Days Committee, their directors, officers, agents and employees, from any claim of liability for damage to or loss of any such properties arising out of or in connection with the use of rental space by Vendor.**
6. Vendor agrees to set up exhibits and begin selling food items **at 5:00 P.M. on Thursday, July 23, 2020 no later than 9:00 am on Friday, July 24, 2020, and no later than 9am on Saturday, July 25, 2020.** Vendor shall remove all supplies, materials, and refuse from the rented space **no earlier than 9:30 P.M., Saturday, July 25, 2020. No motorized vehicle will be allowed on any barricaded streets prior to 10pm under Section 316.4.6 IFC (Indiana Dept. of Homeland Security Fire Code Enforcement).**
7. Vendor shall leave the premises in a condition reasonably similar to the condition of the premises at the commencement of this contract. In the event **vendor fails to have its exhibit in place to commence business as aforesaid, or fails to occupy the space herein leased, all monies paid hereunder shall be retained by the Committee as liquidated damages.** Failure to comply with the above times could result in non-renewal of Vendor's contract.
8. No obscene materials, alcoholic beverages or other offensive materials shall be displayed, distributed or used by Vendor upon the leased premises. The Committee reserves the right to ask Vendor to remove any such material. **Vendor agrees not to commence operations and prepare and sell food items prior to an authorized representative of the Committee having first approved the electrical and gas tank hookups of Vendor.** Vendor further agrees that any and all gas tanks used in its operation will be secured at all times. The Committee reserves the right to close any exhibit leased herein, without liability, should Vendor, its exhibit, or employees be deemed by the Committee to be guilty of any act that is against the best interest of the Committee and the Berne

Chamber of Commerce. Vendor agrees to comply with all conditions of this contract and all rules and regulations adopted by the Committee. Failure to comply may result in the Committee's cancellation of this lease and Vendor shall forfeit all rights hereunder and shall, upon the demand immediately close the exhibit and shall surrender the space leased and not entitled to the refund of any monies paid.

9. This contract for exhibition space and privileges granted herein or any part thereof cannot be assigned, sublet or otherwise disposed of by the Vendor without the written consent of the Committee.
10. Vendor releases and authorizes the Committee, its designee, agent, employee, or other person acting at the Committee's direction to use Vendor's, including any agent, employee, designee, or other individual working or assisting at Vendor's exhibition space, photo or likeness taken during the rental period, including set up and tear down of said exhibition, that the Committee so desires without my Vendor's further consent.
11. Vendor's payment for the services herein identified constitutes an Offer of this Agreement, which is subject to the review and approval of the Committee before the Committee chooses to Acceptance Vendor's Offer.
12. All trailers must include the tongue and serving area in the overall length and must rent to the next 10 foot increment. Only parallel parking is allowed unless prior permission is given by the Committee.
13. If Vendor has any electric questions, they should be directed to Hilty Electric at: 260-615-3889.
14. No Electrical or Water is available for Vendor to utilize unless so marked on the Map.
15. Vendor's exhibition space may extend no more than 10 feet from the curb and into the street.