



### **Newton Fest Food Vendor Contract**

The parties to this contract are \_\_\_\_\_ (hereafter “Vendor”) and Newton Arboretum and Botanical Gardens (hereafter “Host”).

Whereas, Host is hosting an Event known as Newton Fest to occur on the DMACC campus in Newton in the designated concession areas on **June 8, 2019**, beginning at **10 a.m.** and has the right to license concessions to vend at and during the Event, and

Whereas, Vendor desires to vend \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ at and during said Event, and

Whereas, Vendor has paid Host the sum of **\$50 (prior to May 31) or \$100 (after May 31)** for a license to vend at and during said Event. Payment is non-refundable. Checks must be made out to Newton Arboretum and Botanical Gardens - Vendor. Return checks to Newton Arboretum and Botanical Gardens, PO Box 321 Newton, IA 50208.

Now, therefore, the parties agree as follows:

1. Vendor shall have access to the location agreed upon by the parties no less than **2** hours before the Event’s commencement for the purpose of setting up Vendor’s vending station, goods, and other things necessary and reasonable to vending at the location.

2. Vendor shall not vend any goods or services other than those described herein at and during the Event without the Host’s written consent.

3. Vendor's vending station shall be no larger than **15 x 15** feet or taller than **15** feet; shall be clean and orderly; and shall comply with all applicable laws and regulations. Please list your dimensions \_\_\_ x \_\_\_ feet.
4. No electricity will be provided by the host site. Vendors must provide their own power. Vendors must also provide their own tables and set up.
5. Vendor's staff may announce the availability of the goods to be vended only while they are within the confines of the vendor's location.
6. Vendor's staff shall be clothed and groomed in a clean, neat fashion and shall conduct themselves in an orderly fashion.
7. No loud music, noise, or sound amplification devices shall be used by vendor's staff at the location.
8. Vendor shall provide copy of current liability insurance and current Department of Health license to Newton Fest committee to be filed with contract. All Food Vendors MUST provide a certificate of liability insurance up to \$1,000,000 per occurrence for bodily injury and property damage. The Certificate should include the Newton Fest Committee, City of Newton, and Jasper County listed as additional named insured. (Your insurance company should provide this certificate free of charge.)
9. Vendor shall have access to the location for up to **1** hour after the Event's conclusion at **4 p.m.** to dismantle and remove all things brought to the location by Vendor. Vendor shall leave the location clean of trash and substantially in the condition it was before Vendor occupied it.
10. Vendor hereby agrees to indemnify and hold harmless the Host, its organizers, collaborators and sponsors against any damages or claims that may arise in connection with Vendor's presence at the Event and Vendor's activities of any kind.

In witness to their agreement to the terms of this contract, the parties affix their signatures below:

\_\_\_\_\_  
Host Signature & Date

Newton Arboretum and Botanical Gardens  
PO Box 321  
Newton, Iowa 50208

\_\_\_\_\_  
Vendor Signature & Date

Address \_\_\_\_\_  
City, state, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_