



City of Gardner, Kansas
Concession Vendor Agreement



Event Date:	Event Start Time:	Vendor:
Location:	Event:	Fee Due City - Due with Application/Contract \$50.00 regular event \$175.00 4 th of July event

This agreement is between the City of Gardner, Kansas and the company or individual identified above for the display, promotion and sale of its products at the _____ Event.

1. In exchange for the Fee identified and payable as above, the City agrees to provide Concession Vendor with space at the festival to promote and sell its products.
2. Concession Vendor agrees to provide and sell only those products that are listed and described in the Concession Vendor Application. Concession Vendor understands that it must have its booth set up, all vehicles removed from the area, and all Concessions ready to sell by the event start time. Concession Vendor agrees to provide enough concessions to last for the duration of the Festival.
3. Concession Vendor shall abide by all applicable federal, state and local laws, ordinances and regulations. Concession Vendor shall secure any and all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.
4. Concession Vendor is an independent contractor and as such is not an agent or employee of the City of Gardner. Concession Vendor shall be solely responsible for paying federal and state taxes on earnings as well as worker's compensation, if applicable.
5. Concession vendor shall not subcontract, sell, transfer, assign or otherwise dispose of this Agreement or any portion hereof, without prior written consent of the City of Gardner.
6. Concession Vendor hereby agrees to indemnify and hold harmless the City of Gardner, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Concession vendor, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees.
7. Concession Vendor will secure and maintain throughout the duration of this agreement Liability Insurance in the following minimum amounts:
 - a. General Liability: \$500,000
 - b. Products Liability: \$500,000
 - c. General Aggregate: \$500,000Concession Vendor will provide a certificate of insurance, naming the City of Gardner as an additional insured, as well as confirming the above coverage's. The certificate must be provided a minimum of 72 hours prior to the start of the event.
8. Either party may terminate this Agreement with written notice to the other party up to 45 days prior to the festival, with a full refund of any deposit made. The City of Gardner may terminate this Agreement at any time it becomes aware Concession Vendor is in violation of this agreement, in which the City of Gardner shall not be liable to Concession Vendor for any refund, compensation or damages of any kind whatsoever.
9. If the event is canceled, refunds will not be distributed.
10. Concession Vendor authorizes the City of Gardner to take photographs and to use, at its discretion, any photographs taken and Concession vendor waives and all claims Concession Vendor may have resulting from any such photographs or reproduction.

I have read and understand this Agreement: CONCESSION VENDOR

Signature

Printed Name

Date

Name of Individual or Organization:

Full Mailing Address:

Booth Contact Person:

Email: _____

Home / Business Phone: _____

Cell Phone:

Booths are 10'x10'. If your booth requires more space, please provide exact measurements:

(Subject to available space)

***All vendors must supply their own electric and water source.**

Please indicate what concession items you plan to sell:

[illegible]