



Rotary of Geneseo, NY

Summer Festival Food Vendor Contract

Date of this Contract: _____

Date of the Event: _____

Organizer: Geneseo Rotary Club

PO Box 216 Geneseo, NY 14454

Vendor will participate in: Geneseo Rotary Summer Festival

Dates: _____

"You" means the Vendor. "We", "Us", and our means the Geneseo Rotary. Event means The Summer Festival. You and we agree that;

1. You will be present and fully operational to provide the services at the event. We will provide you with a designated space from which to provide your food service. You will have all required permits, insurance and licenses, including but not limited to Livingston County Health Dept. food services permit.
2. You will provide all food, merchandise and staff, provide services from 10 am – 8pm on Friday and 10 am – thru 10 pm on Saturday. All on site rules and instructions will be followed, including but not limited to the attached terms and conditions.
3. You will provide the food and/or beverage listed in the contract. You will not sell or display/provide any other kinds of merchandise. We can remove any merchandise that we have not approved. We will not be responsible for safeguarding any removed merchandise.
4. Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property, no matter how it is caused. If your property is lost, stolen or damaged, you will not look to us for payment or reimbursement.
5. You agree to pay Geneseo Rotary \$_____, as set forth in this contract, for your participation in the Summer Festival.
6. Any Changes to this Contract must be in writing and signed by both parties

Proposed Food/ Beverage/Merchandise: Please list your anticipated menu

Terms and Conditions

1. Vendors will arrive for set up, no later than 90 min prior to event opening or arrive at the event in enough time to properly setup in the space provided, prior to the publicized event start time.

2. **Weather:** The Event will operate rain or shine; however, the event may be cancelled due to unforeseen circumstance's as determined in Geneseo Rotary's sole and absolute discretion. Notification of cancellation will be provided by the morning on the date of the event. The event may or may not be rescheduled for a later date.

3. **Merchandise** Geneseo Rotary reserves the right to approve and deny merchandise/produce/goods that have not been approved through the proposal. We, it's agents or it's volunteers will not be responsible for safeguarding merchandise.

4. **Health Inspections:** Vendors must provide proof of Health Dept. Certification, before setup on festival site. Vendors are expected to follow all rules and regulations as set-forth by Livingston County.

5. **Media Release:** By signing this Food vending contract and by participating in the Event, you agree to the following: I hereby give my consent to all photographs and recordings for possible use by us for promotional purposes, determined by us now and in the future.

6. **Trash:** Trash receptacles will be placed throughout the event site for use by attendees. We are unable to provide receptacles for all vendors. Vendors are expected to take their business trash to the dumpster provided on site.

7. **Indemnification:** You agree to indemnify, defend and forever save and hold harmless Geneseo Rotary and related entities/volunteers, from and against any and all damages, claims, losses, actions and causes of action, which any one of the indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, or for claims not closely related to our duties under this agreement, except to the extent such claims arise from our negligence or willful misconduct. The forgoing indemnification shall survive any termination or the expiration of the term of this contract.

Geneseo Rotary

Box 216, Geneseo, NY 14454

By: _____

Name: _____

Date: _____

Vendor

By: _____

Name: _____

NOTES: