



FOOD VENDOR AGREEMENT

This agreement, made and entered into this _____ day of _____ 2024, by and between the Wakarusa Chamber of Commerce of Elkhart County, State of Indiana, hereinafter referred to as First Party and:

Your Concession's Business Name: _____
Contact Person: _____ Contact2: _____
Contact Address: _____
City _____ State _____ Zip _____
Email: _____ Phone:(_____) _____

Vendor Electrical Requirements: 220v _____ 50amps _____ 110v _____ 15amps _____

*Please include electric needs if you bring a stock vehicle.

Hereinafter referred to as Second Party.

- 1.The First Party hereby grants to the Second Party the right to establish a temporary site for retail business in the Town of Wakarusa, State of Indiana, on the dates April 26th, 27th, and 28th. Those being the days of the Wakarusa Maple Syrup Festival, for the sole and expressed purpose of selling to the general public the following described items: *Please ATTACH a list of the products you will be selling out of your unit.
- 2.First Party agrees that the Second Party shall have the right to use and occupy a specific space in downtown Wakarusa that will be determined closer to the date of the event for its business: NOTE: Do not park units in the downtown food areas without first being directed by Chairperson, Joy Hurst. You may park at the Baptist Church or Middle School until your turn to be placed uptown.
- 3.The Second Party will provide all necessary utensils and equipment needed to carry out its purposes and will provide its own water hoses and electrical cords. The Second Party shall comply with any applicable laws, regulations, or ordinances in connection with the operation of its retail business under this agreement. The Second Party expressly acknowledges that the First Party provides no guarantee of expected profits or business.
- 4.For and in consideration of the First Party granting vendor privileges to the Second Party, the Second Party agrees to pay a fee of \$225 space fee upon execution of this agreement. In addition to the \$225.00 space fee, the Second Party shall pay to the First Party 10% of all gross sales by Sunday, April 27, 2024, before leaving the festival. Payments shall be made to the: Wakarusa Maple Syrup Festival, PO Box 291, Wakarusa, IN 46573.
- 5.The Second Party agrees to hold the First Party harmless and indemnify the First Party from any liability of loss that the First Party may incur as a result of the activities of the Second Party while operating in the normal course of its business during the period of this agreement. The Second Party agrees to comply with all applicable Elkhart County and State of Indiana Health Department regulations and to display the permit issued by the First Party.
- 6.The Second Party shall hold the First Party harmless and agree to indemnify same from all claims whatsoever arising from the negligence or fault of the Exhibitor, his agents or representatives. BEFORE SET-UP Second Party will furnish the First Party a CERTIFICATE OF INSURANCE with limits of liability for no less than \$1,000,000 Personal Liability and \$10,000 Property Damage Liability. ALL CONCESSIONS THAT ARE HOOKED TO OUR MAIN SHALL HAVE ALL THEIR ELECTRICAL EQUIPMENT EARTH GROUND.
- 7.If the Second Party fails to comply with any term of this agreement, such non-compliance shall be a default under this agreement, and the First Party may terminate all rights and privileges of the Second Party under this agreement. In the event of a default by the Second Party, the Second Party shall (i) remain liable for any costs or attorney fees incurred by the First Party under this agreement, and (ii) be liable for any costs or attorney fees incurred by the First Party In connection with such default. The First Party may seek any other legal or equitable remedy in connection with a default by the Second Party. All remedies under this agreement are cumulative and not mutually exclusive.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE SET THEIR HANDS AND SEALS ON THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Wakarusa Chamber of Commerce _____
First Party

Applicant Signature: _____
Second Party