



Event Food Vendor Agreement

INSTRUCTIONS: This form is required for each vendor/providers (e.g. vendors, entertainers, audiovisual equipment suppliers, etc.) Fill-in all blanks.

Event Name: 2024 Alton Midwest Nationals

Dates: June 21-23, 2024

Location: Riverfront Park, 1 Riverfront Dr., Alton, IL 62002

Vendor / Provider Name: _____

Contact: _____ Vendor / Provider Type: _____

Address: _____ Phone: _____

Vendor Area Size: _____ Email: _____

Service to be Provided to Client: _____

Equipment Used: _____

Authorized Area of Vendor Premises (e.g. assigned lot #): _____

Organizer: Alton Amphitheater Commission
Alton Amphitheater
1 Riverfront Drive
Alton, Illinois 62002

Contact: Lyndsey Younger
Tel.: 618-463-3580
Address: 2 Emma Kaus Lane, Alton, IL 62002
Email: lyounger@cityofaltonil.gov

This Agreement is made on [date] _____ between the Organizer, the City of Alton Amphitheater Commission, located at 2 Emma Kaus Lane, Alton, IL 62002, and the Service Provider (Vendor), whose details are as set out in the application form.

1. Duration and Operation Hours

The Service Provider agrees to participate in the entire duration of the event:

- Friday, June 21: 2 PM to 6 PM
- Saturday, June 22: 9 AM to 5 PM

(Check box if interested to stay open for extended hours) Saturday Night Concert 5 PM to 11PM

- Sunday, June 23: 9 AM to 4 PM

* Failure to operate during these hours on all days will result in exclusion from future events.

2. Vendor Fee

A fee of \$300 for a 10' x 10' Vendor display area (each additional 10' x 10' area is an additional \$300.00) is payable by the Service Provider to the Organizer for the right to sell food products at the event. This fee must be paid by 5 PM on May 24, 2024.

3. Site Regulations

- Service Providers are allocated a 10'x10' space unless otherwise specified.
- Set-up begins at 2 PM on Thursday, June 20, 2024.
- Tents must be secured with weights, staking into the ground is not permitted.
- No vehicles permitted to drive on the grass.
- No alcoholic beverage sales are allowed; these are managed by the Organizer.
- Service Providers must bring their own power source if necessary. No electricity will be provided, no exceptions.

4. Equipment and Setup

The Service Provider is responsible for providing all of their own equipment (e.g. extension cords, tables, and tents) and must comply with all on-site instructions provided by the Organizer. Provider shall at all times exercise due care with regards to its use of Organizer's property and shall take all precautions necessary to safeguard persons and property with regards to its operations. Provider is solely responsible for securing all equipment and personal property brought on Organizer premises for Provider's use. In no event will Organizer be responsible for the storage or safekeeping of any property brought on the premises, or for any loss or injury involving such property.

5. Insurance and Licensing

The Service Provider must provide proof of insurance of \$1,000,000 general liability insurance coverage before entering Organizer's premises, and naming the City of Alton, Alton Amphitheater Commission, Alton Parks & Recreation Department, Great Rivers & Routes Tourism Bureau, Seebold Sports Inc., and Formula 1 Powerboat Championship as additional insureds for the days of the events. All food providers must obtain a temporary food license from the Madison County Health Department (618-692-8954), regardless of existing food licenses. Provider shall maintain insurance sufficient to protect from all risks arising from its operations, including commercial general liability, property, medical and auto coverages, and workers compensation as required by state law. All of Provider's insurance policies shall provide primary and non-contributory coverage, with contractual liability endorsements and waivers of subrogation in favor of the Organizer's Affiliates (defined above).

6. Liability Release & Indemnity

Provider assumes all risks arising from its operations on Organizer's premises, including unforeseen risks. The Organizer will not be liable for any injury to Provider or any other person, or damage to any property occurring on the Organizer's premises, unless such injury or damage is the proximate result of Organizer's gross negligence or willful misconduct. Provider will be liable to Organizer for any damage to Organizer property caused by Provider, its employees, licensees or invitees. Provider agrees to indemnify, defend, and hold the Organizer harmless from any third party claim, damage, liability, loss, suit, cost and expense (including attorneys' fees) for personal injury or property damage arising from the negligent, willful, or intentional acts or omissions of Provider or Provider's employees, licensees or invitees. In no case shall the Organizer be liable for any indirect, incidental, special, exemplary or consequential damages, whether arising in contract, tort or otherwise. As used in this paragraph, the term "Organizer" includes the Organization's Affiliates and the directors, officers, employees, agents and representatives of any of them. This paragraph shall survive any termination of this Agreement.

7. No Employment Relationship

Neither Provider nor any of its personnel shall be deemed an employee, agent, partner or joint venturer of the Organizer. Provider will be solely responsible for its personnel on Organizer premises. All payment arrangements for services are strictly between Client and Provider. The Organizer has no responsibility for any payments due Provider, or due on account of Provider.

8. Application and Payment

Applications must be submitted to Lyndsey Younger at lyounger@cityofaltonil.gov or the address above by noon on May 20, 2024. Upon approval, notified by May 22, 2024, all fees, licenses, and insurance documents must be received by 5 PM on May 24, 2024. Payments should be made to "City of Alton - Amphitheater Commission".

9. Compliance

Failure to comply with any terms of this Agreement will result in disqualification from participation in the event without refund of any fees paid.

Agreed and Accepted:

Service Provider: _____

Authorized Signature

Date

Organizer: _____

Authorized Signature

Date