**American Children’s Home**

**Food Vendor Contract for Special Events**

Event & Date: **Event Date: August 27, 2022 Rain Date: September 24, 2022**

Set up Date/Time: August 26, 7am-9am Tear Down Time: After 2pm

Owner/Contact Info: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Fee: $50.00 Booth Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Food Served: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Vendor”, wishes to contract with the American Children’s Home for space at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ event as follows:

1. Vendor agrees to use and pay for food booth space as described above. Vendor agrees to accept space assigned and will not sub-let to anyone else.
2. Neither the American Children’s Home or event volunteers will be responsible for any injury which may arise to Vendor, their employees, agents, guests or customers; or for the loss, theft of or damage to any food, display, merchandise, samples or vehicle from any cause while in transit to or from or while participating in the event. By executing this contract, Vendor shall indemnify and hold harmless the American Children’s Home staff, officers, officials, agents, employees and volunteers from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor under the agreement and shall reimburse the American Children’s Home for any costs, including but not limited to, reasonable attorney’s fees incurred in defense against any such claim.
3. Vendor must have liability insurance that meets the minimum limit standard of the State of NC. A certificate of insurance is required to be sent to Kathy Yokeley PO Box 1288 Lexington NC 27293 prior to the event date. The American Children’s Home, its staff and volunteers should be listed as additional insured. You may also be required to show proof of Workers Comp insurance if applicable.
4. Any ACTS OF GOD or any other causes not within the control of the American Children’s Home that make it impossible for the Vendor to occupy the premises on the day of the event, then in such case the American Children’s Home and Vendor are jointly released from any and all contractual obligations.
5. The Vendor also agrees to the following conditions of this contract:
   1. Set up shall be completed between \_\_\_\_\_am/pm and \_\_\_\_\_\_\_\_am/pm. No cars will be allowed in the event area after \_\_\_\_\_\_am/pm.
   2. Individual generators must be used unless power is made available to your assigned location.
   3. Only food specified in contract can be sold within Vendors designated area.
   4. Vendor shall not sell, distribute or in any way disseminate alcoholic beverages to any person, including themselves or their staff.
   5. Booth sharing by Vendors is not allowed.
   6. There is no storage allowed outside of assigned area.
   7. The Vendor agrees to use qualified labor, maintain acceptable personal hygiene and each will be suitably attired at all times.
   8. Vendor must supply all food and supplies necessary to operate.
   9. Waste water and grease must be disposed of properly and immediately cleaned up in the case of a spill.
   10. Vendor shall not be entitled to a refund or any part of fee should he/she, for any reason, be unable to participate after acceptance.
   11. Management reserves the right to change dates of event or location of Food Service Vendors. Vendor will be notified of such changes.
   12. All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.
   13. Food Vendors shall have appropriate license, insurance and local health department permits.
   14. Vendor will cooperate by keeping area clean at all times. Containers will be available for you to place your refuse, trash and litter in at the end of the event.
   15. Exhibits left overnight are at the Vendors on risk.
   16. Vendor signage may only be displayed within the assigned area. No other advertisements or banners for other entities may be displayed.
   17. The American Children’s Home management shall be entitled to close a booth/exhibit at any time for failure of Vendor to perform, observe and comply with terms set forth in this contract. In the event a Vendor is asked to leave, Vendor shall not be entitled to any refund and shall forfeit all amounts previously paid.
6. Code of conduct for all persons associated with event above:
   1. Services will be provided to individuals without regard to race, national origin, gender, age, religion, physical or mental disability, marital status, military status, citizenship or any other protected classification in accordance with state, federal and municipal laws.
   2. Interaction with guests, staff and volunteers should be respectful at all times.
   3. Vendor and staff will use no alcohol or other controlled substances while participating in event.
   4. Vendor will not engage in any behavior deemed to threaten the safety of anyone participating in the event in any capacity or engage in any behavior that is disruptive or interferes with the right of anyone to freely enjoy the event.

By signing this agreement, Vendor agrees to the terms set therein and to assume responsibility for the behavior of employees associated with the Vendor and working the event.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor Representative Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director of Development Date

American Children’s Home

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VP, Finance and Administration Date

American Children’s Home