

MUDBUG MADNESS FESTIVAL #26

FOODVENDORPOLICY

Downtown Shreveport Unlimited and Vendor agree that the Booth Rental Agreement shall be governed by the following terms and conditions:

1. **Reservation of Space and Payment of Booth Rental Cost:**

Applications must be received on or before February 27, 2009, and must be signed and accompanied by the total booth rental fee and a signed Food Vendor Policy as directed below. Application will NOT be considered specified fee.

2. **Fee Schedule:**

Food service rental fees are \$1,000 for a 10 x 20 tent and \$1,600 for a 20 x 20 tent. Fee includes tent, two 6-foot tables, and pre-approved electrical and water needs. Vendors must provide tent lighting.

If you must work from a trailer, please indicate so on the application. A 20 x 20 booth is required for crawfish cookers. Fee includes one **assigned** standard parking space to be used for transportation vehicle only and a limited number of wristbands for festival entrance.

Parking of storage vehicles with a maximum width of 8' will be provided on site. Parking fees are \$50 for vehicles up to 15 feet and \$100 for vehicles 16-30 feet. No vehicle over 30 feet is allowed. Storage vehicles are defined as trucks or trailers used to store food and/or equipment. Please attach a photo of the storage rig or trailer if one is to be used. Only those vehicles listed on this application and approved by the Mudbug Madness Committee will be permitted. No exceptions will be made.

Cooking rigs used behind food service areas (trailers used in conjunction with the preparation of food) are allowed for a fee of \$150 for a 2-5 foot rig. Rigs over 5 feet will not be allowed.

3. **Vendor Duplication:**

DSU and the Mudbug Committee reserve the right to duplicate vendors and/or duplicate menu offerings between the main site and The Swamp. Due to the growth of the festival, this duplication is sometimes necessary. We will, however, not duplicate vendors or menu offerings on the same site with the exception of boiled crawfish.

4. **Insurance:**

Proof of public liability insurance must be provided by each Mudbug Madness vendor **after notification of acceptance** and must include bodily injury, property damage and personal property injury in the amount of not less than one million dollars (\$1,000,000.00), naming Downtown Shreveport Unlimited and the City of Shreveport as additional insured parties. Vendors will not be allowed to enter festival without prior submission of proof of insurance.

5. **Cancellation:**

Booth rental payments are non-refundable and non-transferable unless written notice of cancellation is received not less than forty-five (45) days prior to the festival opening date.

6. **Acceptance:**

Upon acceptance applicant agrees to abide by all rules set forth by the Mudbug Madness Festival Policy and to honor instructions as deemed necessary during the event as issued by the Festival Chairman, Food Chairman or DSU.

7. **Cancellation, Rejection or Eviction of Vendor:**

DSU reserves the right to reject any prospective vendor. This Agreement is not subject to cancellation by vendor except as provided herein. DSU reserves the right to evict Vendor from the festival site for behavior which is or might be judged detrimental to the successful operation of any DSU function or infringes on the rights of other vendors. Any such judgment by DSU principals and the Festival "Chairmen" is final and shall be in the sole discretion of DSU.

8. **Unforeseen Events:**

DSU cannot guarantee Vendor's protection from loss or insure against loss for any reason. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that DSU may retain the portion of payments made by Vendor necessary to cover expenses incurred by DSU incidental to the opening and management of the show through the time of termination.

Vendors are urged to insure their equipment and food at their own expense. DSU will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether management furnishes guards or night watchmen.

9. **Use and Occupancy:**

DSU may, in its sole discretion, assign, designate or change Vendor's booth location. The festival will provide: (1) a covered booth and space assigned according to fee schedule to be used for food storage, preparation and sales; (2) 110-V electrical outlets (30 AMP circuit only); and (3) uniform booth signs for name. Electrical capacity in booth cannot be increased once festival has begun. Only **pre-approved equipment** will be allowed in booth. No equipment requiring additional electrical power will be allowed. _____ (please initial)

Vendor shall not alter booth construction. Vendor banners may extend a maximum of four (4) feet above the awning of booth. No exceptions will be made. Vendor is responsible for ensuring proper size of banner **prior** to festival.

Vendors **must** check in with Food Chairman or Security Chairman by 2pm Wednesday, May 21, 2008, or contract is null and void. Should vendor not check in by 2pm, booth will be removed from the site or sold to another vendor. Vendor must be completely set up by 4pm on Wednesday, as no equipment can be moved into the site after that time. It is permissible to bring in **food inventory only** on Thursday morning. Vendor shall arrange for removal of equipment and fixtures from the festival site by Monday, May 26, 2008, beginning at 9am. Vendor signs must be returned or a \$50.00 fee will be charged for replacement.

Vendors are responsible for providing their own change. Neither DSU nor the Mudbug Madness Festival will provide change for any vendor.

VENDOR SHALL SUPPLY ONE GENERAL PURPOSE FIRE EXTINGUISHER FOR BOOTH.

No vehicles will be allowed on the festival site after 11am each day of the festival. Vendors must have ample inventory in the booth by 11am or else the inventory will have to be walked in. Service gates to the site will shut at 11am promptly. There will be absolutely no exceptions.

Vendor shall staff its booth during all hours of the festival and booth shall not be left unattended until after the publicized closing hour. Early departure from the Mudbug Madness Festival constitutes breach of contract and assessment of a \$250.00 fine. _____(please initial) Booths must be staffed and operated as follows:

Thursday through Sunday – 11am until 11pm

Food may not be served before or after designated hours. No tip jars are allowed in food booths.

Vendor must remove all equipment (functioning or not) from the festival site no later than Tuesday, May 26, 2009. Donations of equipment to city workers must be pre-approved by a city supervisor.

10. Early Departure

All vendors must remain open during festival hours. Should vendor sell all merchandise prior to festival closing, vendor must continue to occupy booth until closing on Sunday night. Early departure from the Mudbug Madness Festival constitutes breach of contract and assessment of a \$250.00 fine.

11. Sale or Distribution of Food and Beverages:

A maximum of three (3) food items will be sold per vendor, as approved. **No changes in menu or price will be tolerated.** The maximum price for one (1) food offering shall not exceed \$7.00. No food may be sold or distributed for consumption on festival premises by anyone except authorized food booths. Samples may be given at the discretion of the individual food vendor.

MUDBUG MADNESS RESERVES ALL RIGHTS TO BEVERAGE SALES. NO EXCEPTIONS WILL BE MADE.

12. Right to Enter:

It is agreed that representatives of DSU may, at all times, enter into and upon said premises and examine the same and the condition thereof.

The Food and Health Inspector, the Food Chairperson, and DSU reserve the right to examine any product, food, or item sold prior to application approval and periodically during the festival.

13. Waiver of Liability:

It is specifically agreed by the parties to this Agreement that DSU, its agents, employees or assignees are no way liable for any loss, damages or theft of any property belonging to the vendor while on the site, grounds and area of the Mudbug Madness Festival. The vendor specifically acknowledges that DSU provides on insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God or intentional act of destruction.

14. Indemnification and Hold Harmless:

Vendor agrees to hold harmless, indemnify and defend DSU, its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which DSU owes a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as "DSU") from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses (including but not limited to a civil judgment, costs or expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and attorney's fees which would not have been incurred but for the submission of a claim) arising out of, resulting from or any way associated with or contributed to by any claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about Vendor's booth or bulk area.

15. No Assignment:

This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement, and this Agreement shall not be assignable by operation of law without DSU consent.

The undersigned has read and agrees to all the terms set forth above, as well as the terms of the attached application.

16. Application Modification:

DSU reserves the right to accept, reject or modify the Vendor Contract. Vendor will be notified in writing of confirmation or any changes.

VENDOR APPROVES AND ACCEPTS:

Authorized Representative

Date

Your signature on this policy indicates your agreement to its terms. No application will be accepted without submission of a signed Vendor Policy or payment of rental fee.