



CONTRACT FOR FOOD STAND SERVICES

This Contract made and entered into this _____ day of _____, 2014 by and between the Mosinee Area Chamber of Commerce, Inc. (hereinafter referred to as the “Chamber”), and Association (hereinafter referred to as the “Association”).

RECITALS:

A. The Chamber utilizes River Park located at 1101 Main Street, Mosinee (hereinafter referred to as the “Facility”), for the Chamber’s Annual July 4th Festival (hereinafter referred to as the “Festival”).

B. The Chamber wishes to contract with the Association for the purpose of providing food stand services (hereinafter referred to as the “Stand”), within the Facility during the Festival.

C. The Chamber and Association desire to enter into a contract that describes the terms and conditions for the Association’s provision of a Stand at the Festival.

NOW THEREFORE, in consideration of their respective agreements set out herein, the Chamber and Association agree as Follows:

1. VENDOR AUTHORIZATION

For and in consideration of the stated Stand charges, the Association shall be an authorized provider of a Food Stand within the Facility during the Festival to be held on July 4, 2014.

2. VENDOR CHARGES

In exchange for the exclusive right to operate the Stand at the Festival, the Association agrees to pay the Chamber a fee of \$350.00. The Association agrees to pay the Stand fee to the Chamber within thirty (30) days after the Festival has been held.

3. TERM

The term of this Contract shall be for July 4, 2014.

4. COMPLIANCE WITH RULES AND REGULATIONS

As part of this Contract, the Association acknowledges that it is aware of the Rules and Regulations adopted by the City of Mosinee for the use of the Facility and agrees to abide by such Rules and Regulations that currently exist at the time of the Association’s provision of the Stand at the Facility during the Festival.

5. EQUIPMENT AND AMMENITIES

The amenities, apparatus and equipment located within the Facility shall remain at their present

locations and shall not be removed or relocated by the Association at any time during the Association's occupation and use of the Facility.

6. CHAMBER RESPONSIBILITIES

The Chamber will be responsible for:

- a. Contracting for a Fireworks Show to take place during the Festival;
- b. Publicizing the Festival's events;
- c. Organizing additional Festival activities, including but not limited to, a parade;
- d. Providing overall management and coordination of the day events
- e. Coordinating with other vending groups to avoid duplication of vending.
- f. Maintaining and closing facility at the end of the event.

7. ASSOCIATION RESPONSIBILITIES

The Association will be responsible for:

- a. Organizing the procurement of all necessary supplies for the proper operation of the Stand;
- b. Adequately staffing the Stand;
- c. Cleaning-up the Stand area at the end of the Festival;
- d. All rental fees, license acquisitions and obeying all federal, state, county and local laws and regulations for food sales
- e. Providing the Chamber with a list of items to be offered at the Stand, all of which require the prior approval of the Chamber.

8. HOLD HARMLESS AGREEMENT & INSURANCE

In exchange for the right to provide the Stand at the Festival, the Association shall and hereby agrees to indemnify, defend and hold the Chamber, Chamber board members and its representatives and agents harmless from any claim, demand, action, cause of action, loss, cost, expense, liability, administrative order, consent agreement and order, penalty, interest or damage, including, without limitation, reasonable attorneys' fees, and all costs and expenses of all actions, suits, proceedings, demands, assessments, claims, and judgments resulting from, occurring in connection with, or arising out of the negligent or intentional acts or omissions of Association or its representatives or its agents in connection with this Contract or any transaction contemplated herein. The indemnification, defense, and hold harmless obligations of Association listed here shall be ongoing and shall survive any termination or expiration of this Contract.

The Association shall procure and maintain, at its expense, ISO general liability insurance in a minimum amount of \$1,000,000 that specifically indicates coverage for all activities of the Association during its use of the Facility. The Association shall provide proof of insurance to the Chamber and the Chamber shall be named as additionally insured on the policy.

9. CONTRACT NON-TRANSFERABLE

This Contract exists between the Chamber and the Association and is not to be construed as a Contract with any other individual, firm or agency and the Association specifically agrees that it will not contract with any other party or assign this contract in any manner.

