



2022 Star Spangled Salute
Food Vendor Booth Contract



The State of Texas)

) KNOW ALL MEN BY THESE PRESENTS:

County of Midland)

This contract is made by and between the parties hereto and for the purposes and privileges expressed herein. The Parties to the agreement are the Midland Chamber of Commerce, a non-profit corporation located at 303 W. Wall, Suite 200, Midland County, Texas, (hereinafter referred to as “MCOC”) and

_____ (Business Name) (hereinafter referred to as “Vendor”).

STIPULATIONS OF CONTRACT:

Upon acceptance of this contract by the MCOC, Vendor has agreed to operate a food booth in assigned area at Centennial Park (200 W Wall St, Midland, TX 79701- Parking lot directly West of park) during the Star-Spangled Salute community event.

TERMS OF AGREEMENT:

The terms of this agreement shall begin Saturday, July 2, 2022 at 7:00 a.m. and shall conclude Sunday, July 3, 2022 at 12:30 a.m.

Vendor will pay the total sum of **\$350.00** for rent per booth space, of which \$100 is a refundable deposit upon satisfactorily passing clean up inspection by Food Vendor Chair on or before 12:30 a.m., July 3, 2022. **Full payment is due on or before Monday, June 13, 2022 by 5:00 p.m.** Any payments returned by the bank for ANY reason will void this contract and Vendor will lose all rights to participate in this or any future events.

No refunds will be issued after May 13 due to cancellation (voluntary or involuntary). Any request for a refund must be formally submitted in writing to the MCOC no later than 5:00 p.m. May 13, 2022.

Location Assignments and Load-in Procedures:

(initial each box to acknowledge agreement to these procedures)

- ___ Vendor will be assigned a spot by the Vendor Chair if completed contract is returned **along with proof of insurance and payment. Proof of insurance may be turned into the MCOC no later than 12:00 PM June 20, 2022. Vendors must submit booth dimension needed and type of structure (e.g. – tent, food truck, etc.)**
- ___ Vendor will be assigned a load-in time based on spot selection. Load-in times will occur between 6 p.m.- 9 p.m. on Friday, July 1 and/or 7 a.m. – 8:25 a.m. on Saturday, July 2. **If vendor arrives more than 5 minutes after specified load-in time, they will be re-assigned at the sole discretion of the MCOC.** Vendors arriving early will be directed to wait until their assigned load-in time slot.
- ___ Upon assignment of space, MCOC will notify Vendor of allotted time to place main structure of booth and detach/relocate any trailer, vehicle, or any other item that extends beyond the perimeter of their assigned space. Entry will be located from Colorado St.



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- ___ Everything must be unloaded and vehicles moved to designated parking area by 8:30 a.m. July 2, 2022, at which time barricades will close the gate to vehicles.
- ___ Vendors will not be allowed to park a vehicle directly behind their booth. Vehicle MUST remain parked in the allotted vendor parking area between 8:30 a.m. - 2 p.m. **AND** 5 p.m. – 11 p.m. on July 2, 2022. Vehicles cannot block path for service vehicles used by staff and safety departments and other thru-traffic.
- ___ Vendor MAY use vehicle to restock between 2 p.m. and 5 p.m. on July 2, 2022.
- ___ Vendors will NOT be permitted to move/use vehicles to re-stock supplies, goods or materials of any kind between 8:30 a.m. - 2 p.m. **OR** 5 p.m. – 11 p.m. Vendor may meet any necessary restocking deliveries at the alleyway/driveway directly west of the vendor lot and transport to booth via dolly. (driver must enter from Texas and exit onto Illinois). Dolly must be provided by Vendor. No Dolly will be provided by MCOC.
- ___ Vendor must provide a minimum 30 gallon trash receptacle outside of their booth/truck for customer use. Trash Receptacle will be monitored and emptied by contracted cleaning service.

Vendor agrees to have all equipment, fixtures and other related items and materials in place and fully constructed and ready to inspect, by no later than 9:00 a.m., local time, July 2, 2022. **Vendors will not be permitted to stake tents into the asphalt.** Vendor may choose to operate between the hours of 9:00 a.m. – 5:30 p.m., on Saturday, July 2, 2022 but are not required to do so. **Vendor agrees to operate said facility between the hours of 5:30 p.m. and 11:00 p.m., on Saturday, July 2, 2022.** Failure to operate between agreed times shall constitute default in the terms and conditions of the agreement unless otherwise directed by the Star Spangled Salute Food Vendor Committee.

Vendor agrees to close all sales at 11:00 p.m. on Saturday, July 2, 2022 local time. Vendor agrees to remove booth and support equipment from assigned area no earlier than 11:00 p.m. and no later than 12:30 a.m. on Sunday, July 3, 2022. **Failure to vacate premises by 12:30 a.m. Sunday, July 3, 2022 will result in forfeiture of deposit.** If vendor fails to have booth space checked before departure, the refundable deposit of \$100.00 will be forfeited. VENDOR MUST GET A RECEIPT VALIDATING THAT THEIR ASSIGNED SPACE WAS CHECKED. THIS RECEIPT WILL BE EXCHANGED TO RELEASE VENDOR DEPOSIT.

Vendor will NOT sell alcoholic beverages of any kind. Vendors may sell non-alcoholic beverages (i.e. soft drinks, water, lemonade, etc.) **No GLASS containers allowed.** Vendors must submit a list of food and beverage items to be sold. You will be contacted by the Food Vendor Chairman on any items not allowed in Vendor's booth. **The MCOC will not provide ice.**

Vendors MUST adhere to the City of Midland's Health Code. **Health permit must be obtained at the City of Midland Health Department** located at 3303 W. Illinois. The Health Dept. can be contacted at 432-681-7613. The Midland Fire Marshal **REQUIRES** that all booths provide a five pound 40 ABC (minimum) **fire extinguisher** with a valid inspection tag. **All booths will be inspected starting at 9:00 a.m., on Saturday, July 2, 2022 for compliance, by Fire Marshal's office.** Failure to comply with a City of Midland Health Department Regulation or requirement of the Fire Marshall will result in immediate closure of vendor booth. MCOC along with the City of Midland Health Department reserves the right to close your booth if regulations are not followed. **No Refunds will be given if such an incident occurs.**



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Vendor agrees to confine operation to the location and space as designated by the MCOC. Booth space must be occupied by sales frontage/ counter, and/or front of sales trailer. Space may not be purchased and left unoccupied, nor may space be used for any other purpose other than direct sales. (i.e. decorative displays, etc.) **Vendor agrees and understands that this agreement in no way allows the contracting Vendor to sublet, loan or provide space usage to another person, persons, group or organization.**

Vendor is responsible for providing all materials needed to set up and run booth. Each vendor is responsible for signs, legible menus, and volunteers/workers to man booth during all operational hours. Vendor trailer/ booth MUST be fully self-contained. Vendor may not operate through deliveries. **No electricity or structures will be provided.** Vendor must supply own generator, at Vendor's expense, if needed. All booths are outdoors.

Vendor agrees to keep all litter clear in the vicinity of Vendor's location during the terms of this agreement. **Trash cans located in front of vendor row are NOT to be used by vendors.** Large trash dumpsters are located behind the vendor area.

Vendor agrees not to operate any loud-speaker system, radio or television at the assigned location during the terms of this agreement, nor shall the Vendor distribute or allow to be distributed any printed matter of any kind either from said location or from any other area of the property under the control of the MCOC. Vendor further agrees that no bills, signs or other posted materials other than prices, product description and Vendor sponsor name will be posted for public view.

Vendor agrees to be totally responsible for payment and/or costs of all licenses, taxes and fees incurred as a direct result of this agreement. Vendor further agrees to save, indemnify, and hold harmless the **MCOC, City of Midland, Midland County, Centennial Park, any and all event sponsors**, its employees, officers, agents and members, their heirs, successors or assigns with regard to any claims, actions, events, litigation, or adverse results regarding the consumption or use of the products made and/or sold by the Vendor during the terms of this agreement.

Vendor must provide own Liability insurance listing the **MCOC, City of Midland, Midland County, & Centennial Park** as an additional insured. A copy of the certificate of liability insurance in the amount of \$1,000,000 (*one million dollars*) or greater must be submitted to MCOC no later than Monday, June 20, 2022, indicating insurance being current during the July 2, 2022 event. *It is required, that Vendor have Insurance provider submit Vendor's proof of insurance directly to MCOC.* Please e-mail to abigail@visitmidland.com.

Security will be provided, however the MCOC is **NOT** responsible for any losses, damages or theft.

CONDITIONS OF DEFAULT:

Should the Vendor violate any of the above STIPULATIONS & CONDITIONS OF CONTRACT, it shall be the right of the MCOC to cancel this contract. MCOC will retain all payments made including deposit.

Questions regarding event or contract can be directed to Star Spangled Salute Vendor Chair:

Abigail Davis | Office: 432-686-3551 | Email: abigail@visitmidland.com



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Mail Contracts, Payments, & Insurance Policies to: **Midland Chamber of Commerce**

Attn: Abigail Davis
303 W. Wall, Suite 200
Midland, TX 79701

To pay by credit card, call the Midland Chamber at (432) 683-3381

Please fill out completely and RETURN Contract to the Midland Chamber of Commerce

Payment is due at the time of contract submission and must be turned in before the deadline on June 13, 2022. Proof of insurance can be turned into the MCOC no later than 12:00 PM June 20, 2022. Failure to submit any supporting paperwork before the deadlines will result in the vendor not being guaranteed a vendor space at Star-Spangled Salute 2022. Vendor spots are limited and will be allocated to those who submit ALL necessary paperwork and payments first.

MCOC will return signed copy of Food Vendor Booth Contract to vendor for your records.

AGREEMENT:

This contract is made by and between the parties hereto and for the purposes and privileges expressed herein. The Parties to the agreement are: Midland Chamber of Commerce, a non-profit corporation located at 303 W.

Wall Suite 200, Midland County, Texas, and _____ (Business Name)

Parties to this FOOD VENDOR BOOTH CONTRACT and FOOD VENDOR BOOTH GUIDELINES are agreed upon and entered into on (written date) _____, 2022. The State of Texas law shall govern this Contract.

Business Name: _____ Contact Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Main Phone Number: _____ Secondary Phone Number: _____

Email Address: _____

Vendor Booth Space Dimensions/ Size **Required:** _____

Vendor agrees to sell the items listed below for the consumption of the general public and further agrees that all prices for such items will be posted in clear view of the consuming public.

Food: _____

Drinks: _____

Authorized Vendor Signature: _____ Date: _____

MCOC Authorized Signature: _____ Date: _____