



Haysville Fall Festival
P.O. Box 363, Haysville, KS 67060

This agreement made on this day ____ of _____, 2022 by and between Haysville Fall Festival, hereinafter referred to as "HFF" and _____ hereinafter referred to as "Participant".

In consideration of the fee to be paid by the participant and other consideration as set forth below, the parties agree to the following:

1. The participant agrees to rent one booth space for the HFF according to the site plan and specifications set out in the rules and regulations, which are attached to the agreement and made part of it and agreed upon.
2. The participant may begin setting up operation and delivering equipment, supplies, etc. after 2:00 P.M. on Thursday, October 20, 2022. All materials, equipment, supplies, etc. shall not be removed before 3:00 P.M. on October 23, 2022.
3. Participant shall be licensed to serve food and only serve the items submitted and approved on participant's menu.
4. **NO ALCHOLIC BEVERAGES WILL BE SOLD!!!**
5. Participant shall be responsible for supplying all materials, equipment, supplies, and personnel necessary to properly and efficiently provide food service required at the above event. Participant shall be responsible for setup and takedown of all materials, equipment, and supplies. Show hours are Friday: 6:00 – 10:30 P.M., Saturday 9:30 A.M. – 10:30 P.M., and Sunday 10:00 A.M. – 2:00 P.M. Participant shall have their booths open for business during these times, this will be strictly enforced, unless prior approval of Food Chairman is given.
6. The relationship between the parties is that of an independent contractor and not as an employment, partnership, joint venture of any other legal relationship. Participant, is subject to the compliance with food handling regulations, is responsible for its operation and manner of providing the services agreed upon herein.
7. The participant agrees to save and hold harmless HFF, its officers, officials, directors, agents and employees from any debt, liability, to any person or property, resulting directly from acts, or omissions, merchandise sold, presence or operation of the participant, before, during or after the Haysville Fall Festival.
8. The participant waives any claims for damages against HFF with compensation or reimbursement.
9. There will be a **\$250.00 forfeiture fee** for any participant who does not show or backs out before the event after submitting a signed contract within 45 days prior to set-up for the event. Your space will then be reassigned to a different participant.
10. All Contracts are to be signed and returned to the Haysville Fall Festival by August 1st, 2022.
11. ALL FEES FOR BOOTHS AND SUPPLIES SHALL BE PAID PRIOR TO REMOVAL OF PARTICIPANT BOOTHS.

Rules and Regulations Food Participant Booths

HFF will be responsible for placement of all participants. Each participant's defined space includes booth plus approximately 10 feet in front of the booth. Each participant is accountable for the cleanliness of this area and must not solicit sales beyond this area. Participants may begin setting up their operation Thursday October 20, 2022, after 2:00 P.M. Unless given prior permission to setup earlier.

RULES

1. HFF recommends limited assembly and serving only at this location, as there will be no access for re-supply available after 4:00 P.M. on Friday the 21st, and after 8:30 A.M. on Saturday the 22nd and 10:00 A.M. on Sunday the 23rd. There will be activities in the park area Friday night and Saturday night. Vehicles must be parked in a public parking space not inside the park. This is due to the safety of the HFF guests. Food participants can obtain assistance for re-supply with HFF volunteers.
2. Each operator is to provide limited menu and must provide a high-quality product and maintain good speed of service.
3. Any item, equipment or structure placed by participant shall conform and be operated in compliance with the requirement of HFF, Sedgwick County Fire Department, State of Kansas Health Department, Agencies and all other City, County, State, and Federal Laws, Rules, and regulations. Failure to comply may cause participant to be closed immediately at the direction of HFF, also **must pay a penalty of \$250.00**, and the participant shall not receive any reimbursements of any fee paid. Additionally, the participant may have to obtain, prior to the event, a license, permit, or approval required by the City of Haysville, by proper application and payment of any fees at the Treasurer's Office in City Hall. Mobile Food Participants License (City Code 5.16).
4. Participant must obtain insurance or have its present coverage expanded to cover public liability to protect against possible claims arising out of the operations of its food service. Participant shall furnish a "Certificate of Insurance" upon request of City Officials or HFF. **Not being able to produce such "Certificate of Insurance" shall cause participant to be closed immediately.** (Penalty applies from #3 above)
5. Participant shall provide all appropriate condiment and service wear for their operation.
6. Non-food items may not be sold by participant unless written permission is given by HFF.
7. HFF will provide portable restrooms, and limited utilities.
8. Any participant that sells **non-approved** item or that competes with another **participant shall be subject to \$500 penalty.**
9. **Menus must be submitted to and approved by the HFF.** HFF has the right to refuse and approve any menus.

TRASH

1. HFF will provide trash containers and removal.
2. All trash must be broken down and put inside of trash containers provided.
3. HFF **cleanup fee is \$50** if participant does not cleanup their production trash.

UNIFORMS

All food service participants will receive up to 5 Haysville Fall Festival buttons. Employees are required to wear a Haysville Fall Festival button at all times.

SALES TAX

1. Food Participants are responsible for all applicable sales taxes to the State of Kansas. The current tax rate inside the City of Haysville is 8.5%.

SETTLEMENT at Close of FESTIVAL

1. Settlement at the close of the Festival needs to be in a timely manner with the Food Chairman or other designated official of the HFF that can help with the settlement.
2. **The fee for the Festival is 25% of gross sales (minus sales tax).**
3. Failure to meet and settle before leaving the Festival Grounds will result in legal actions deemed feasible by the HFF on collecting the Fee and any penalty on behalf of the HFF to and including barring the Food Participant from any future Festival events.
4. Ice purchases are in addition to booth fee and will be recorded by HFF. Payment must be made by end of business on Sunday.

The participant has read and understands the above Rules and Regulations and agrees to be bound by them.

Participant: _____ Date: _____

Please make a copy for yourself and send back the originals to HFF.

Do not forget to submit your menu with this application for approval.



Haysville Fall Festival 2022 Food Vendor Release from Liability and Indemnity Agreement

In consideration of the **City of Haysville** and **Haysville Fall Festival** organizers permitting me to enter upon and to use its property for the purpose of participating in:

2022 Haysville Fall Festival on **October 21-23, 2022,**

I hereby forever RELEASE and covenant to HOLD HARMLESS the **City of Haysville, Haysville Fall Festival**, and any and all affiliated agencies and agents, of and from any and all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, directly or indirectly, all known and unknown personal injuries or property damages which may now or hereafter RESULT FROM ANY ACT OR OMISSION RELATED TO MY PARTICIPATION IN THE AFOREMENTIONED EVENT.

FURTHERMORE, I hereby agree to protect the **City of Haysville, Haysville Fall Festival** and any affiliated agencies and agents against any and all claims for damages, compensation or otherwise resulting from injury due to my participation in programs organized by the **City of Haysville, Haysville Fall Festival**, and any and all affiliated agencies and agents. I hereby agree to INDEMNIFY, reimburse or make good to the **City of Haysville, Haysville Fall Festival** and any affiliated agencies and agents any loss or damage or cost, including attorney's fees, the **City of Haysville** or its representatives may incur if any litigations arise from my participation in programs of the **Haysville Fall Festival**.

Name of Food Vendor Owner _____

Name of Food Vendor _____

Mailing Address _____

City _____ St _____ Zip _____

Signature of Participant _____ Date _____