



Sugarland Music and Arts Festival (2025)

Presented by the Assumption Foundation for the Arts

#SweetSightsAndSounds

Date: Saturday, August 2, 2025
Time: 10:00 am – 12:00 am
Location: Assumption Parish Community Center - 4910 LA-308, Napoleonville, LA 70390

Commercial Food Vendor and In-Kind Food Vendor Agreement

Check One: ☐ Commercial Food Vendor ☐ In-Kind Food Vendor

Company/Organization Name: _____
Address: _____
E-mail Address: _____ Phone: _____
Contact Name: _____ Phone: _____
Website: _____
Facebook: @_____ Instagram: @_____

This application, when accepted by the Assumption Foundation for the Arts, hereafter referred to as the FESTIVAL PRESENTER, is considered a contract between the FESTIVAL PRESENTER and the VENDOR.

In consideration of the mutual agreements herein contained, and subject to the conditions hereinafter expressed, it is agreed as follows:

1. The FESTIVAL PRESENTER hereby grants the VENDOR the right to use space as assigned by the FESTIVAL PRESENTER. FESTIVAL PRESENTER will assign VENDOR a spot for the event.
2. VENDOR space rental is \$250.00 for Commercial Food Vendors and \$0.00 for In-Kind Food Vendors. VENDOR agrees to pay the rental price per space when the contract is signed and returned to FESTIVAL PRESENTER. The FESTIVAL PRESENTER retains the right to offer any other food vendor the opportunity to participate in the festival with the same privileges. Should all spaces be filled, a waiting list will be maintained. Space not reserved and paid within 60 days from receipt for future FESTIVALS will be offered to those on the waiting list on a first come, first served basis. In-Kind Food Vendors will setup for cooking in the rear of the facility and will be setup inside the gym to disburse their menu items.
3. The FESTIVAL PRESENTER hereby requires that each Commercial Food Vendor maintain a \$500,000.00 liability insurance policy naming the Assumption Foundation for the Arts, and the Assumption Parish Community Center as additional insured. The Commercial Food Vendor is required to provide a certificate of insurance 30 days prior to the festival to the FESTIVAL PRESENTER. The Commercial Food Vendor is also required to provide a current auto insurance certificate, a current food safety certificate, a current fire marshal certificate, and a current business license allowing the business to operate in Assumption Parish.
4. To ensure the quality of the festival, it is mandatory that each VENDOR offer for sale, each of the food items approved for sale by the FESTIVAL PRESENTER. VENDOR is not allowed to bring items to sell that are not listed in the contract. The FESTIVAL PRESENTER may remove any item not listed on the FESTIVAL PRESENTER'S signed copy of the contract. Should VENDOR fail to provide said items for sale the day of the festival, said VENDOR shall lose his right to have an exclusive food item at the next festival and may lose his space for next year, at the option of the FESTIVAL PRESENTER.
5. VENDORS shall not be allowed to hold Raffles and/or sell Raffle tickets of any kind. This act is prohibited.
6. A proposed menu and photo of all Commercial Food Vendors' cooking and selling facilities/apparatus must accompany all applications/contracts. Contracts will not be approved without the proposed menu and photos. All menus are subject to approval.
7. Spaces will be assigned on a first come, first served basis as the FESTIVAL PRESENTER receives payment and contracts, with the FESTIVAL PRESENTER reserving the right to move booths as deemed necessary. Contracts become binding after receipt of payment and signed contract and only upon signature of FESTIVAL PRESENTER representative. Payments received are NOT REFUNDABLE once approved and signed by a FESTIVAL PRESENTER representative.
8. VENDORS may not sell or provide any type of beverage. FESTIVAL PRESENTER reserves the right to manage and contract all non-alcoholic and alcoholic beverage sales.
9. Subletting or donation of space, partially or in its entirety, is not permissible without written consent of the FESTIVAL PRESENTER. This contract is not negotiable and may not be sold or transferred.
10. VENDOR agrees to pay all applicable state and local taxes. It shall be the responsibility of the VENDOR to collect and remit taxes to the State and Parish Agents.
11. VENDORS are not to dispose of oil or cooking waste on-site. No oil or cooking waste may be emptied into ground drains, ditches, or drainage system at the festival site. Any VENDOR disposing of oil or cooking waste on-site, will be billed a \$500.00 cleanup fee and will not be allowed to participate in subsequent festivals.
12. VENDOR must provide a UL Classification of 2A:10BC or larger. This is an ABC type Fire Extinguisher(s). Also, all extinguishers must be tagged with an up-to-date inspection tag that shows that it has been inspected by a certified extinguisher company.
13. Any VENDOR requiring power must provide their own generator or power source. Electricity will not be provided by FESTIVAL PRESENTER.
14. VENDORS must be in their assigned spaces the day of the festival no later than 9:30 am on festival day. Spaces must be attended at ALL times during festival hours or during the operating hours agreed upon by the VENDOR and the FESTIVAL PRESENTER.

15. The FESTIVAL PRESENTER reserves the right to evict a VENDOR immediately for unethical sales or behavior that, in the opinion of the FESTIVAL PRESENTER, would prove harmful to the reputation of the FESTIVAL PRESENTER or festival.

16. Any VENDOR who does not follow the rules set by the FESTIVAL PRESENTER will not be allowed to participate in any subsequent festivals.

17. The FESTIVAL PRESENTER reserves the right to relocate any VENDOR if it is deemed necessary for the best interest of the festival.

18. In the event the FESTIVAL PRESENTER is unable to hold this festival at the previously stated location or on the date given, due to any cause whatsoever beyond its control, then, in such event, the VENDOR hereby waives all claims for damages or compensation except for the return of the VENDOR'S payment for rental of space and any required deposit.

19. VENDOR assumes the entire responsibility for and hereby agrees to protect, indemnify, defend and save the Assumption Foundation for the Arts and the Assumption Parish Community Center and their employees and agents, harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorneys fees arising out of or caused by VENDOR'S installation, removal, maintenance, occupancy or use of the festival premises or any part thereof.

20. VENDOR acknowledges that the Assumption Foundation for the Arts and the Assumption Parish Community Center do not maintain insurance covering VENDOR'S property and that it is the sole responsibility of the VENDOR to obtain business interruption and property damage insurance covering such losses by VENDOR.

21. Vendor assumes the entire responsibility for and shall protect, indemnify, defend, save and hold harmless, the Assumption Foundation for the Arts and the Assumption Parish Community Center, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property, including any and all costs, expense and/or attorney fees incurred a result of any claim, which many occur or in any way grow out of any act on the VENDOR, including not limited to the installation, removed, maintenance, occupancy, operation and/ or use of the festival premises or part thereof.

Proposed Menu:

Menu Approved By (AFTA Board President):

Signature

Printed Name

Date

For Commercial Food Vendors:

All products and services offered will be reviewed by AFTA's Board of Directors prior to acceptance.

Commercial Food Vendors must remain operational and attended during the festival between the hours of 10:00am and 8:00pm unless product is sold out completely. Tearing down early will result in possible denial of participation in future festivals. Vendors may remain open after 8:00pm and until 12:00am if they so choose.

If you wish to make payment by credit card, please contact AFTA at afta@assumptionarts.org. A 4% convenience fee will be assessed on all credit card transactions.

Please make all checks payable to: Assumption Foundation for the Arts
Post Office Box 669
Napoleonville, Louisiana 70390-0669

A \$30 charge will be assessed to all checks returned due to insufficient funds.

100% of the fee is due at the signing of this agreement.
Invoices and receipts will be sent through e-mail once payment has been processed.
No refunds will be issued for any reason at any time unless otherwise stated in this agreement.

For In-Kind Food Vendors:

To ensure a variety of dishes are included among all in-kind food vendors, AFTA, at its discretion, may ask for alternative dish options from you if needed to accomplish a diverse list.

In-Kind Food Vendors must remain operational and attended during the festival between the hours of 10:00am and 2:00pm unless product is sold out completely. Tearing down early will result in possible denial of participation in future festivals. Vendors may remain open after 2:00pm and until 12:00am if they so choose.

In appreciation for your in-kind donation, you will receive the following benefits from AFTA

•

Logo or name (if individual or family donation) and hyperlink to your company/organization page on the sugarlandfest.org website and through social media advertising

•

Verbal and visual recognition throughout the event

•

1 reserved parking spot per vendor

•

All paper and serving products will be provided by AFTA to each In-Kind Food Vendor.
Please check off which items you will need to serve your dish.

☐Bowl

☐Plate

☐Fork

☐Spoon

☐Knife

I have read all the rules and regulations of this contract (attached hereto as Pages 1-2) and agree to be bound by them. With that full understanding, I hereby complete this contract.

Vendor Signature

Date

AFTA Representative Signature

Date

Printed Name

Printed Name

Assumption Foundation for the Arts is an IRS registered and verified 501(c)(3) non-profit organization.

A tax-deductible receipt will be issued to all donors for your records and tax reporting purposes.

EIN 92-1468170