Modesto Taco Fest Concessionaire’s Agreement

1. The Modesto Taco Fest (hereinafter called MTF) grants the vendor a license for the last Saturday of April to sell at Modesto Taco Fest.

a. Location and Time: The event will be held from 11:00 AM to 8:00PM. The event is located on I St between 11th & 12th and on 11th St between I and H St in Downtown Modesto

2. Commercial vendor registration fee:

a. $200 for a 10 x 10 Space

b. $300 for a 10x20 Space

c. $300 for a truck

d. Full Payment must be paid with the return of the agreement

e. Vendors will pay $40 MFD Inspection Fee (to be collected by MTF day of).

f. Vendors will pay $40 Temp Food Permit Fee (to be collected by MTF day of).

3. Vending:\_

a. A summary of all items to be displayed and offered for sale must be stated on the agreement form.

b. MTF reserves the right to require any vendor to remove from display and immediately cease selling or distributing any item that could be deemed inappropriate.

4. Payment:

a. Payment in full is required once vendor is approved. Please do not submit payment until approved by chairperson. Venmo or cash is preferred.

b. Note: A $50 service charge will be applied for all returned checks.

c. Deadline: All agreements must be received with full payment by March 1st. Vendors without full payment and a completed agreement will be denied and returned.

5. Electricity:

a. Vendors provide their own electricity for concessions that require service. This includes any extension cords. We do not guarantee availability of electricity.

6. Placement:

a. Vendors will be placed on a first-come first-serve basis, or at the discretion of the Chairperson.

b. Vendor cancellation based on space assignment will not be grounds for a refund of fees.

7. Indemnity:

a. Vendor agrees to indemnify and hold the Modesto Taco Fest, its agents members, officers, and directors, and the property of the MTF including the property, free and harmless from any, and all liability for injury to or death of any person, including vendor, and its employees, members, guests, and agents, or for the damage arising from the use and occupancy of the property of the vendor or from the act or omission of any person or persons, including vendor, its employees, member, guests and agents, or the acts of any animals, in or about the property the expressed or implied consent of vendor.

8. Insurance:

a. Vendor shall, at Vendor's own cost and expense, obtain and keep in force during the rental dates a broad form of comprehensive coverage policy for public liability and property damage insurance issued by an insurance company acceptable to MTF and authorized to issue liability insurance in California insuring vendor and the MTF against any liability arising out of the use, occupancy, or maintenance of the prope1iy and all other areas appurtenant thereto. Such insurance shall be in amount of not less than one million dollars ($1,000,000) per occurrence. The limits of said insurance shall not however limit the liability of vendor hereunder.

b. The inception and expiration date for this insurance shall include the event dates as well as all set-up and clean-up dates.

c. Vendor shall, at Vendor's own cost and expense, obtained keep in force during the rental dates all necessary policies of worker's compensation coverage that may be required by applicable law.

d. Vendor shall guarantee to the MTF that the business holds true and correct copy of each insurance policy required by this agreement or a certificate executed by the insurance company or companies or their authorized agent evidencing such policy or policies.

e. Vendor shall name Modesto Taco Fest as an additional insured on the afore-mentioned policies of insurance held by Vendor should it be asked.

f. Vendor is responsible for all taxes involving sales. Vendor will furnish the MTF with a copy of their California Sellers Permit should it be asked.

9. For compliance with county health codes, Food Vendors are required to complete a Temp Food Permit Application and pay necessary fees through MTF for Stanislaus County Department of Environmental Resources.

10. If vendor uses booths or building on MTF premises, vendor agrees to maintain booth(s) or building(s) in a clean and orderly condition and will be held responsible for all repairs, maintenance, or upkeep which may be required.

11. Vendors agree to conduct their business in an orderly and law-abiding manner, and to conform to any, and all Federal, State and/or local laws and regulations.

12. Vendor shall be solely responsible for any personal property used. Security will be on premises during the event starting at 10:30am and continuing until 8pm. MTF assumes no liability for damaged or stolen property.

13. The granting of this license by the MTF is personal and exclusive. This license may not be transferred to any party whatsoever. No subletting, renting or allowing any other vendor, group, or organizations to share or use your rented space.

14. MTF shall have the right to approve any facility used by a vendor and shall have the further right to designate the location of the facility.

15. Additional terms and conditions:

a. No vehicles will be allowed inside the gates after 10am nor on site during the event.

b. Ice will be available for purchase through the MTF. Cash only. Please notify MTF if you are going to need ice prior to the event.

16. Admission Passes:

a. The vendor area rental includes three (3) admission passes per space. Vendor must wear, at all times, his/her identification badge provided by the concession chairman. Any vendors without badge will have to pay admission into the event.

17. All signed agreements must be returned by March 1st, to apply for your space. If a problem arises, contact the chairperson representing the MTF prior to the due date.

18. The completion of this agreement does not guarantee a space.

19. Fill out and mail the Contract Application form. You will be notified by phone if accepted.

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_