



2022 FOOD VENDOR AGREEMENT

September 10, 2022

Millersburg Celebration

www.millersburgcelebration.com

E-mail completed forms to: info@celebratemillersburg.com

Questions call 541.619.8083



CONTACT INFORMATION

Business name: _____

Contact name: _____

Address: _____

Phone number: _____

E-mail address: _____

MENU

- Please attach complete menu of items, including prices to be sold.
- Please include a copy of your food vendor license.

Booth Space

- All vendors will be provided an 18 ft. x 18 ft. space.
- All attachments, awnings, trailer tongues, tables, and chairs must fit into the provided space.
- \$75 space fee made payable to City of Millersburg/Millersburg Celebration

Electrical Access

- Do you need electricity? YES NO AMP
- Electrical outlets are limited and are available on a first-come first-served basis.

Load In

Vendors will be able to drive on-site beginning at 8:00 am Saturday but must be setup by noon. Use Vendor entrance.

Celebration Hours

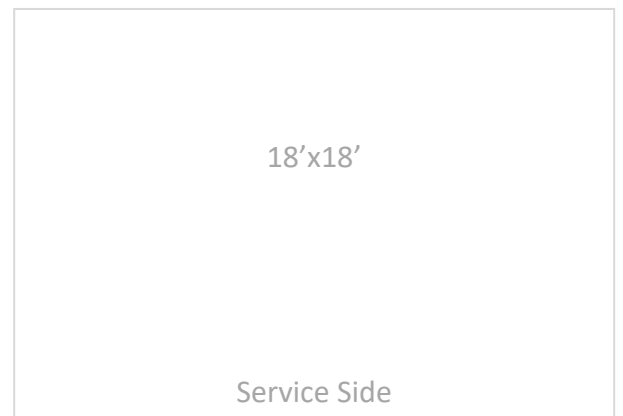
Saturday, noon – 9:00 pm. Vendor must remain open until conclusion of Celebration.

Payment method:

- Check: Make checks payable to City of Millersburg marked clearly for Millersburg Celebration. check# _____ Mail to: City Of Millersburg c/o Millersburg Celebration 4222 Old Salem Rd NE, Albany, OR 97321
- Visa, MC, AMEX, Discover
Credit card# _____ exp. Date ____ / ____

PLEASE DRAW YOUR TRAILER SETUP W/ DIMENSIONS.

Include all attachments, trailer tongues, and other items that may extend outside the space.



Signature of cardholder

E-mail completed forms to: info@celebratemillersburg.com

Certificate of Insurance

- A valid Certificate of General Liability Insurance coverage with limits of no less than \$1 million/occurrence and \$2 million aggregate, is required for all Exhibitors/Vendors naming the City of Millersburg as an additional insured and delivered to the City Recorder prior to setup.

Signature by Concessionaire certifies that the Concessionaire has read and fully understands all contract terms and conditions contained above and below (including insurance requirements).

FOR THE CONCESSIONAIRE:

FOR THE CITY:

Signature

Date

Signature

Date

Terms and Conditions

Location: Vendor's right to operate the Concession shall be limited to the boundaries of Millersburg Park.

Contract Not Transferable: This contract shall not be transferable in whole or part. In the event a cart operator with a valid contract sells, or desires to sell the cart to another operator, the new operator must apply for a new contract.

Other Costs: Vendor shall pay all costs associated with the construction, transportation, operation and maintenance of its equipment at the site, including their food cart, product displays and other business belongings.

Independent Contractor: Vendor is an independent contractor. Nothing in this contract shall be construed to make Vendor an employee, agent or representative of the City of Millersburg. Vendor has no authority to make any binding commitments or obligations on behalf of the City.

Food Products: The products shall satisfy applicable state and local health and quality standards, and shall meet commonly accepted commercial standards for such products. Vendor shall cooperate with all health and quality control inspections requested by any governmental agency.

Waste and Litter: Vendor shall properly dispose of all waste resulting from Vendor's cart operation, and shall keep the area around the site free and clear of litter.

Business Days and Hours: Vendor hours of operation are limited to the hours when the park is open for recreation purposes as evidenced by the unlocking of the gate that controls park access.

Indemnification: Vendor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Vendor, its subcontractors, or employees. Vendor shall indemnify and hold the City of Millersburg, its officers, agents and employees harmless from and against all claims, actions, liabilities, and costs [including costs of defense] arising out of, or in any way related to, Vendor's operation of the Concession, or any other actions or failure to act by Vendor or Vendor's employees, agents, officers or representatives. If any such action or claim is brought against the City of Millersburg, its officers, agents, or employees, Vendor shall, upon tender, defend the same at its sole cost and expense, promptly satisfy an adverse judgment, and reimburse City of Millersburg, its officer's, agents or employees for any loss, cost, damage, or expense [including legal fees] suffered or incurred.

Insurance: Vendor agrees to procure and thereafter maintain during the terms of this contract, at Vendor's expense, a public liability and property damage insurance policy from an admitted insurance carrier licensed to provide insurance in Oregon, naming the City of Millersburg, its officers, agents and employees as additional insured. Limits of the policy shall be not less than \$250,000 per person and \$500,000 per occurrence for bodily injury, and not less than \$100,000 for damage to property; or \$500,000 combined single limit for bodily injury and property damage. The policy shall contain an endorsement entitling the City of Millersburg to not less than 30 days' prior written notice of any material change, non-renewable or cancellation. The insurance shall cover

all risks arising directly or indirectly out of Vendor's performance under this contract. Vendor shall deliver to the City of Millersburg a certificate of insurance indicating coverage in accordance with the requirements of this paragraph.

Workers' Compensation: Vendor is a subject employer under ORS 656.017, and agrees to comply with all requirements resulting thereof.

Default: Vendor shall be in default of this contract to comply with any other provision of this contract within seven (7) days after receipt of written notice from the City of Millersburg stating the nature of such failure with reasonable particularity.

Remedies: Without waiving any other right or remedy that may be available to the City of Millersburg under this contract or by law as a result of Vendor's default, the City of Millersburg may terminate this contract upon seven (7) days prior written notice of termination to Vendor.

Compliance with Law: Vendor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations, whether or not specified herein, at all times during the term of this contract.

Notice: Any notice permitted or required by the Contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and with return receipt requested, to the address above.

Attorney Fees: In the event of any action to enforce or interpret this contract, the prevailing party shall be entitled to recover from the losing party, in addition to costs and disbursements allowed by the court, reasonable attorney fees incurred in the proceeding, as set by the court, at trial, on appeal or upon review. Such fees shall include an amount estimated by the court to be incurred by the prevailing party in realizing upon any judgment or enforcing any decree.

Integration: This contract embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This contract shall supersede all prior written communications, representations, or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

GOVERNING LAW, JURISDICTION, VENUE: This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between City and Vendor that relates to this Contract ("Claim") must be heard exclusively in the Circuit Court of Linn County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the *in personam* jurisdiction of these courts. *Neither this Section nor any other provision of this Contract is a waiver by the City of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.*