

LEWISBURG COMIC CON FOOD TRUCK VENDOR CONTRACT

Date of Contract: _____ Date of Event: June 23-24, 2023

Vendor will participate in Lewisburg Comic Con 2023 from 12-7PM on Friday and 10AM-6PM on Saturday (or during a shorter period of time as mutually agreed) at either The Joy & Whimsy Depot, 200 W Dayton St., Lewisburg, OH or Trinity Church, 511 N. Commerce St., Lewisburg, OH.

Event Sponsor: Lewisburg Comic Con
Contact: Maria Flaherty, Chairperson or Matt Brueggemann, Food Vendor Chairperson, Lewisburgcomiccon@yahoo.com

Vendor's Full Legal Name: _____

Vendor is an individual or a(n) _____

organized under the laws of the state of _____

Vendor's Address: _____

Vendor's Phone #: _____

Vendor's Email: _____

Approved Vendor Services - Please provide **Proposed Menu** (below)

"You" means the Vendor. "We," "us" and "our" mean Event Sponsor. You and we agree that:

1. You will be present and fully operational to provide the Vendor Services at the Event. We will provide you with a designated space from which to provide your services from your food truck. You will have all required permits and licenses, including but not limited to, a mobile food license.
2. You will:
 - a. Provide all food products and staff.
 - b. Follow our rules and instructions, including but not limited to the attached **Additional Terms and Conditions**.
 - c. Provide services from 12-7 PM on Friday, June 23, 2023 and 10 AM-6PM on Saturday, 24, 2023.
 - d. Work from the space we assign you and arrive at the time you are assigned.
 - e. Obey all laws.
3. You will return your assigned space in the same condition as when you arrived. Any damage to the space, including but not limited to staining

from the operation of the food cart or truck, will be fully remedied at your expense.

4. You will provide a reasonable variety of food and drink for sale at standard prices as listed on your **Proposed Menu** and the equipment needed to prepare and sell such food and beverages. You will not sell or display/provide any other kinds of merchandise. We can remove any merchandise that we have not approved. We will not be responsible for safeguarding any removed merchandise.
5. Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property. We are not responsible for any lost, stolen or damaged merchandise or equipment or for any injuries to you or your employees during the Event.
6. You agree to pay Lewisburg Comic Con a \$100 deposit,* as set forth in the Proposal, for your participation in the Event. 75% of the deposit will be returned if you provide services agreed through both days of the Event. Full deposit will be refunded if Vendor cancels more than 60 days prior to the Event (by end of day on April 23, 2023). Cancelling less than 60 days before the event forfeits full deposit.
7. We make no representation or guarantee of minimum sales or attendance at the Event.
8. You shall be entitled to all profits earned from your sale of food and beverages at the Event.
9. Vendor will not charge Lewisburg ComicCon a fee to sell at the Event.
10. Vendor understands that it may not be the exclusive food/beverage provider for the Event.

PROPOSED MENU

Provide a reasonable variety of food and drink for sale at standard prices during both days of the Event. Attach additional pages as needed. Please list your anticipated menu and/or services:

Event Sponsor Representative
Lewisburg Comic Con

Vendor _____

Signature: _____

Signature: _____

Date: _____

Date: _____

*Please pay deposit via Check to Mary Lakes, 101 S. Commerce St., Lewisburg, OH 45338 OR Venmo @lewisburgcomiccon OR PayPal Lewisburgcomiccon@yahoo.com.

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ADDITIONAL TERMS AND CONDITIONS

Attendance

If you are unable to provide services at the Event, you must notify Maria Flaherty at 937.416.7005 as soon as possible prior to the Event.

Weather Policy

The Event will operate rain or shine; however, the Event may be cancelled due to inclement weather as determined at the Lewisburg Comic Con Event Committee sole and absolute discretion. Notification of cancellation will be provided by 8:00 AM on the date of the Event. The Event may or may not be rescheduled for a later date. Vendor will receive full refund of the fee if the event is cancelled.

Health Inspections

Vendors must provide Event Sponsor with a copy of their mobile food license two (2) weeks prior to the Event. Vendors are expected to follow all rules and regulations as set forth by Preble County. Vendors must comply with all State, County and Village Health Inspectors and their agents.

Media Release

By signing this Food Truck Vendor Contract and by participating in the Event, you agree to the following statement:

I hereby give my consent to all photographs, audio recordings, academic work and/or video recording taken of me or my staff. I understand that any such photographs, audio recordings, academic work, and/or video recordings become the property of Event Sponsor and may be used by Event Sponsor for promotional purposes determined by Event Sponsor in broadcast and media formats now existing or created in the future.

Trash

Trash receptacles will be placed throughout Event for use by attendees. Owner is unable to provide individual trash receptacles for Vendors. Vendors are expected to take their business's trash with them at the end of the Event and not use Event's trash receptacles.

Indemnification

You agree to indemnify, defend, and forever save and hold harmless Event Sponsor and its affiliates or related entities, and their respective principals, shareholders, members, partners, officers/directors, employees, representatives, tenants, agents, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, warranty or representation made herein, or for claims not closely related to our duties under this Agreement, except to the extent such claims arise from our gross negligence or willful misconduct. The foregoing indemnification shall survive any termination or the expiration of the term of this Contract.

Insurance

Prior to participation in the Event, you will deliver to Owner current certificates of insurance (and original additional insured endorsements with respect to the insurance described in clauses (ii) and (iii) below) which evidence that you are carrying (i) workers' compensation insurance in statutory amounts, together with Employer's Liability coverage with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (policy limit) and \$1,000,000 bodily injury by disease (each employee); (ii) a commercial general liability insurance policy, including contractual liability coverage, in an amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (iii) automobile liability insurance covering all owned, non-owned and hired vehicles in an amount of at least One Million Dollars (\$1,000,000) per accident. The insurance policies described above in clauses (ii) and (iii) shall be endorsed to name Event Sponsor and their respective directors, officers, employees and any agent of the foregoing (collectively, the "Event Sponsor Parties") as additional insured, shall be primary and non-contributing with any other insurance available to Event Sponsor or the Event Sponsor Parties, shall be issued on an occurrence basis, and shall contain a full waiver of subrogation clause. All insurance referred to in this Section to be carried by you shall be with financially responsible insurance companies having a rating of not less than A-/VII from A.M. Best & Co.