



Restaurant Vendor Contract DRAFT

Taste of the Arts

August 24, 2018: 6pm-10pm

August 25, 2018: 11am-7pm

The award-winning Taste of the Arts festival is a family friendly celebration of Fort Wayne's arts and cultural organizations. The festival includes 90+ performances of music, dance, theatre and buskers, a juried fine art fair, arts and crafts marketplace, hands-on, kid-friendly activities by 40 non-profit organizations, and delicious food samples from Fort Wayne's finest restaurants. Admission to the festival is free and was attended by over 30,000 people in 2017.

Location

Main and Barr Streets

Arts United Center, Auer Center for Arts & Culture, Fort Wayne Museum of Art, History Center, and Hall Community Arts Center

Setup Time

August 24, 2018: 4pm

August 25, 2018: Between 9am-10:30am

Attendance

Last year we topped 30,000 attendees! Many of our restaurants sold out of food before the day was over.

Deadlines

Sign up by June 15

Submit menu and proof of insurance by August 1

Cost

\$100 Booth Rental Fee (1 tent, 2 tables, and 2 chairs)

50/50 split of proceeds with Arts United. Your donation can be tax-deductible.

What you need

Decorations, signs, linens, napkins, plates, etc.

Hand sanitizer and running water for your servers

100ft Extension Cord

Trash receptacles

Employees to run your booth

Certificate of insurance

Plenty of food and drinks!

What you do NOT need

Department of Health Temporary Food Permit (The Department of Health waives the permit because this is a fundraiser for a nonprofit, and the servers are not handling money).



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Vending permit

Arts United will provide promotional posters to be placed in your restaurants in the weeks before the event.

Arts United will provide volunteers to assist in table setup, ticket sales, grounds cleanup, information booth, etc., but will not serve or handle food.

Check In

All vendors must check in with the restaurant vendor coordinators at the Information Booth in front of the Arts United Center. We will show you where to set up and park for the day as well as provide you with a ticket box and maps of the event. You may temporarily park near your booth while setting up; however, **ALL VEHICLES MUST BE MOVED 30 MINUTES PRIOR TO THE EVENT START TIME.**

Electricity and Use of Propane

IF YOU NEED POWER, please bring 100 ft. extension cords.

Use of electricity and propane is discouraged to allow greater flexibility with booth setup on festival grounds; however, electric 110-120 amp circuits can be provided and special locations can be made for vendors who will use propane, but Arts United must know before hand to make those accommodations. Additional circuits or higher voltage may result in additional charges. Changes made the day of the event will be at the vendor's expense. **YOU MUST INDICATE IF YOU NEED ELECTRICITY OR WILL BE USING PROPANE PRIOR TO AUGUST 1ST.** Vendor set-up depends on spacing those who need electricity and propane and those who do not. In order to avoid electrical and propane issues on the day of the festival, we must have prior knowledge of your needs.

Alcohol

Beer/wine vendors are determined based on the number of restaurant vendors participating in the festival. If you would like to be considered as an alcohol vendor, please identify that below. Vendors serving alcohol must have a separate, alcohol-only line at their booth. Patrons over 21 years of age must be carded and given a wrist band (provided by Arts United) prior to being served.

Tickets

Event tickets will be sold by Arts United in \$1.00 increments.

Vendors should prepare **small portions for sampling** and price food and beverages in \$1.00 increments.

We will collect your tickets and calculate your earnings.

Checks will be issued promptly the week after the event.

All tickets must be turned in at the close of the events on August 24th and 25th.

Payment will not be made to any vendor for tickets received after the day of the event.



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Beverage Pricing

20 oz. water \$2

12 oz. canned soda \$2

16 oz. Beer \$5 (Min)

4 oz. Wine \$4 (Min)

Please do not serve other beverage sizes

Cleanup

Each vendor is responsible for cleanup and trash disposal in their own area. After the event closes, each area will be inspected by Arts United. If any area is left untidy, a \$250 cleanup fee will be deducted from that vendor's ticket sales for the day.

Release

Vendor (on its own behalf and on the behalf of its invitees, guests, employees, agents, and any other person or entity claiming by, through, or under any of them) hereby waives and releases any and all claims for losses, liabilities, damages (whether compensatory, punitive, exemplary or of any other type), injuries, property damage, wrongful death, economic loss, costs and/or expenses of any type, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, and whether known or unknown (collectively, "Losses"), against Arts United and its predecessors, affiliates, officers, directors, agents, subsidiaries, employees, successors, assigns, and insurers, (singly, "Released Party" and collectively "Released Parties"), which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, any act or omission by any person or entity in connection with the Event, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party. The Vendor hereby irrevocably covenants not to assert, or to initiate any suit or proceeding, against any Released Party. Which is based in whole or in part upon any claim seeking to recover any Losses released hereunder.

Indemnity

Vendor will indemnify and hold harmless the Released Parties from any and all Losses incurred by any Released Party as a result of any claims or suits that Vendor, or any other person or entity whatsoever, may bring or assert against any Released Party, which are caused or are alleged to have been caused in whole or in part by, or otherwise arise or are alleged to have arisen in whole or in part as a result of, the negligence or other fault of Vendor or its employees, officers or agents, regardless of whether or not any of the foregoing were also caused or alleged to have been caused in part by the negligence or other fault of any Released Party.



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Insurance

Vendor must provide proof of liability insurance with **coverage limits not less than \$1 million**, including a certificate of insurance showing proof of liability, workers compensation, and auto liability. Proof of Insurance must be provided to Arts United **no later than three weeks prior to the event**.

Compliance with Laws and Ordinances

Vendor shall comply with all applicable state, federal, and local laws and ordinances regarding the sale and distribution of Vendor's products, and shall not use or permit the use of the Vendor's product for any illegal purposes. Vendor shall be subject to eviction from the Event if there is a violation of federal, state, or local law(s).

Indiana Law

The formation, effect, performance, and construction of this agreement shall be governed by the laws of the State of Indiana.

Entire Agreement; Changes

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral. Any changes to this Agreement must be in writing and signed by the parties hereto.

Cancellation

In the event that Arts United cancels an event for any reason, you will receive a credit for 100% of the setup fee paid. In the event that Arts United postpones the event for any reason and the delegate is unable or unwilling to attend on the rescheduled date, you will receive a credit for 100% of the setup fee paid. Except as specified above, no credits will be issued for cancellations. There are no refunds given under any circumstances. Arts United is not responsible for any loss or damage as a result of an alteration or cancellation/postponement of an event. Arts United shall assume no liability whatsoever if the event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence, or any other event that renders performance of this event impractical, illegal, or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labor strike, extreme weather, or other emergency.

Please note that while details about the event are being shared with stakeholders, circumstances beyond the control of the organizers may necessitate substitutions, alterations, or cancellations of certain details. As such, Arts United reserves the right to alter or modify details if necessary without any liability to you whatsoever. Any substitutions or alterations will be shared as they develop.



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Severability

In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall be construed and enforced in accordance with the remaining provisions hereof.

Restaurant Vendor Sign-up Form

Restaurant Name: _____

Contact Person: _____

Mailing Address: _____

Telephone: _____

Email: _____

Website: _____

To help us promote you on our social media networks,
please link to the following social networks, if available:

Facebook: _____

Twitter: _____

Other (please specify): _____

Booth Fee Enclosed? (Y/N): _____

You will not be included in advertising until we receive your booth fee.

Taste Event Attending (Circle one) August 24th –Friday night August 25th –Saturday Both



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Certificate of Insurance Enclosed? (Y/N): Electricity Needed? (Y/N): USE OF PROPANE? (Y/N)

Other comments, questions, needs:

Please email or mail completed form to Carolyn Bean

Carolyn Bean

300 E. Main Street

Fort Wayne, IN 46802

cbean@artsunited.org

260.424.0646