

FUSION FEST FOOD VENDOR AGREEMENT

1. VENDOR has requested from SBVPA the opportunity of selling food at the Fusion Fest beginning Saturday, September 14th, 2024, through Sunday, September 15th, 2024. (Operating hours listed below.)
2. The SBVPA shall have the right to use the VENDOR's name, photo, logo, etc. for advertising purposes for festival.
3. All State, County, and Local Health Codes must be followed. County Health Inspection will take place following setup on Saturday, September 14th, 2024.
4. Food preparation may be handled offsite or onsite, but all Health Code Rules must be followed.
5. The SBVPA agrees to provide a staging area, standard sign with restaurant name for tent, 10x10 tent/6' table/2 chairs (when selected in application), tent string lighting, and electricity (when selected in application). In addition, SBVPA will secure special event permit, and event costs related to trash, restrooms/port-a-potties, public handwashing stations, fencing, and festival signage. Any damage to any equipment provided by the MORRIS shall be the sole responsibility of the VENDOR.
6. Any equipment not provided by the SBVPA as noted above is to be provided at the sole discretion and expense of the VENDOR, this includes tables, chairs, countertops, etc.
7. Artist hereby releases the SBVPA, City of South Bend and any and all other entities associated therewith and hereby consent to use any and all pictures taken during the event for promotional purposes only and not-for-profit.
8. The VENDOR hereby releases the City of South Bend, SBVPA, and any and all other entities associated therewith from any liability whatsoever which may occur as a proximate cause during setup, during the event itself or thereafter through and including cleanup and takedown from the event on the date as noted above.
9. The VENDOR agrees to assume all cost arising from the use of patented, trademarked, franchised, or copyrighted, materials, devises, processes or dramatic rights, used on or incorporated in the event, including costs associated with acquisition of Indiana Department of Health Certificate, St. Joseph County Temporary Food Application, or Mobile Food Truck Application. VENDOR agrees to indemnify, defend and hold harmless, the SBVPA from any claims or costs, including legal fees, which might arise from question of VENDOR's in connection with damage or injury to his food, to VENDOR's said facilities or customers, to passers-by, and to any other person or persons, or their property with respect to or in any way connected with said selling of said food, or any other activity of VENDOR.
10. This agreement and any attached addendums constitute the complete agreement between VENDOR and the SBVPA; as such, any addendums must be initialed and dated by both parties. We hereby bind our heirs, executives, assigns, successors in interest, shareholders and directors to the same.

GENERAL POLICY: Only one VENDOR is allowed per space.

BEVERAGE POLICY: The SBVPA is a Pepsi product venue. VENDORS are permitted to sell Pepsi products and water. Alcohol sales are not permitted.

MENU: The SBVPA encourages food vendors to select one specialty item to feature your restaurant, as opposed to operating a full menu. All VENDORS must provide a menu board advertising pricing.

HOURS: Festival hours are 10:00 AM-9:00 PM on Saturday, September 14th, 2024; and 12:00 PM-5:00 PM on Sunday, September 15th, 2024. VENDORS are not permitted to tear down before the closing time each day.

Setup time is 6:00 AM - 9:30 AM on Saturday, September 14th, 2024 (this is the only time you will be permitted to drive a vehicle into the grounds). Must be ready for business by 10:00 AM on Friday, or space will be forfeited.

SPACE ASSIGNMENT: Space will be expeditiously assigned by the festival coordinators in their sole discretion. Space sizes vary (approximately 10' X 10')

DEADLINE: Deadline to enter – **September 7, 2024**

REFUNDS: No space reservations refunds can be made after 30 days prior to the festival. If the entire event is cancelled as a result of either severe inclement weather, acts of nature, or restrictions by government agencies, registrations fees will be reimbursed 100%.

TAXES: All VENDORS are responsible for their own Indiana Department of Health Certificate and must provide a valid copy for festival records.

PARKING: On your own. Designated site not provided for vendor vehicles.

OTHER: ANIMALS ARE NOT ALLOWED IN THE FESTIVAL AREA.

SO AGREED.

Amy Roush

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