



2019 VENDOR CONTRACT

EVENT: Norwalk Music Fest
DATE: September 1, 2019
LOCATION: Warrior Run, 3089 North Avenue, Norwalk, IA 50211
SET UP: Between 8:00am and 11:00am the day of the event.
TEAR DOWN: Before midnight on September 1, 2018
VENDOR FEES: \$25.00 – Non-Food Vendor \$100.00 – Food Vendor
(\$150.00 Deposit for Food Vendors – Check will be mailed back after event)
10'x10' space - MUST BE PAID IN FULL BY 7/1/2019 - \$25.00 Late fee

NOTE: The number of food vendors could be limited by their menu items. Applications will be reviewed as received and accepted or rejected on first come first served basis.

Make check payable and return to:

CITY OF NORWALK, **Norwalk Hometown Pride**

ATTN: Deanna Schulz

705 North Ave

Norwalk, IA 50211

Please return this signed contract with your check, and please type or print legibly.

OWNER/CONTACT PERSON:

BUSINESS NAME:

ADDRESS:

CITY:

STATE:

ZIP:

TELEPHONE:

EMAIL:

AMOUNT ENCLOSED:

SALES TAX #:

TYPES OF FOOD/PRODUCTS:

Authorizing Signature

Date

(DO NO WRITE IN THIS SPACE)

Total Fee

Date Paid

Check #

Approved by

2018 VENDOR RULES FOR NORWALK MUSIC FEST

VENDOR hereby contracts with Norwalk Hometown Pride for space at Norwalk Music Fest as follows:

1. VENDOR agrees to use and pay for vendor space as described. VENDOR agrees to accept space assigned and will not sublet to anyone else.
2. Neither the Norwalk Hometown Pride committee, Warrior Run, Norwalk Chamber of Commerce nor the City of Norwalk will be responsible for any injury which may arise to VENDOR, their employees, agents, guests or customers; or for the loss, theft of or damage to any food, display, merchandise, samples or vehicle from any cause whatsoever while in transit to or from, or while participating in the Norwalk Music Fest. By executing this contract, VENDOR agrees absolutely and irrevocably to waive and release any claim it may have against the Norwalk Hometown Pride committee, Warrior Run, Norwalk Chamber of Commerce nor the City of Norwalk, their officers, officials, agents, volunteers or employees.
3. When ACTS OF GOD or any other causes not within the control of Norwalk Hometown Pride committee, Warrior Run, Norwalk Chamber of Commerce nor the City of Norwalk make it impossible for the VENDOR to occupy the Norwalk Music Fest premises, then in such case the Norwalk Hometown Pride committee, Warrior Run, Norwalk Chamber of Commerce nor the City of Norwalk, their officers, officials, agents, volunteers or employees are jointly released from any and all claims for damages which may arise as a consequence thereof.
4. The VENDOR also agrees to the following conditions of this contract:
 - a. Set up shall be completed between 8am and 11am the day of the event. Vendor is responsible to bring everything needed for the 10'x10' area including table(s) and chairs. After unloading, vendor vehicles need to be parked in the designated vendor parking area during the event.
 - b. Individual generators must be pre-approved as "silent" for use. No utilities will be provided for vendor spaces.
 - c. Only food/items specified in contract may be sold at the event. **NO DRINKS!**
 - d. Booth sharing by VENDORS is not permitted unless good cause is determined and expressly allowed by the Norwalk Hometown Pride committee.
 - e. The VENDOR agrees to use qualified labor at all times.
 - f. The Norwalk Hometown Pride committee, Warrior Run Management, Norwalk Chamber of Commerce or City of Norwalk personnel shall be entitled to close an exhibit at any time for failure of VENDOR to perform, observe and comply with any term set forth in the contract.
 - g. VENDOR shall not be entitled to a refund or any part of any fee should he/she, for any reason, be unable to participate after acceptance.
 - h. If for any reason the Norwalk Hometown Pride, Warrior Run, Norwalk Chamber of Commerce or City of Norwalk personnel determines that the location of the Food Vendors should be changed or dates should be changed, this right is reserved.
 - i. All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.
 - j. Food VENDORS shall have appropriate license, insurance, and local health department permit. General liability insurance policy must be in compliance with the minimum requirements of state law. A certificate of insurance is required from all exhibitors/vendors.
 - k. VENDOR will cooperate by keeping Vendor area clean and tidy.
 - l. Exhibits are to be cleaned up by midnight on September 1, 2019. However, vendor areas cannot be broken down prior to the start of the headliner, approximately 8pm. Any exhibits left overnight are at the VENDORS own risk.
 - m. The number of food vendors will be limited by their menu. Applications will be reviewed as received and accepted or rejected on first come first served basis.
 - n. If any of these rules are broken, deposit checks will not be returned to vendor.