



THIS IS AN AGREEMENT, between the City of Newport News, Virginia ("City")

and _____ ("Vendor");

1. **Formation and Nature of Agreement** This Agreement shall become a contract between the Vendor and the City upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the City agrees to allow Vendor to operate a food booth, once selected, at community festivals sponsored under the auspices of the Department of Parks, Recreation & Tourism for the City of Newport News. The Vendor agrees to operate the booth and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Vendor under this Agreement shall create any rights in Vendor to operate a food booth at subsequent festivals.
2. **Use of Booth** The booth shall be used exclusively for the sale of food and beverage products on the menu described in the application attached to this Agreement, and at the prices described in the application. Upon written request of the Vendor, submitted to the City not less than 30 days prior to the beginning of the Festival, the City may, by written consent, approve the sale of goods other than approved menu items. It is the intention of the parties that the sale of goods other than approved menu items be restricted to goods related to the charitable purposes of the Vendor and that such sales are restricted except where compelling circumstances warrant approval by the City. Accordingly, the City reserves the right, in its absolute discretion, to disapprove the sale of any goods at the booth other than approved menu items. Without limitation of the foregoing, the Vendor shall not use the booth for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth.
4. **Sanitation and Clean-Up** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The City shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the City.

NOTE: Unless otherwise provided by the City, Vendor shall provide containers for disposal of cooking oils used. The Vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of each day or the vendor's security deposit will be forfeited. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public. Vendor shall provide adequate workers or volunteers for clean up of the booth area and the general Festival grounds in accordance with regulations and directions provided by the City.
5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
 - (a) **Deadlines** Vendor shall comply with all deadlines for organization and performance of the food booth operation as established by the City.
 - (b) **Cooperation** Vendor shall cooperate with the City in planning and conducting the Festival. The City will evaluate the performance of the Vendor in accordance with regulations and procedures established by the City.
 - (c) **Number of Servings** The Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period. Estimates of attendance are listed on the Food Booth Information and Fees chart enclosed in the Vendor's Information Packet.
 - (d) **Compliance with Regulations and Directions** Vendor agrees to comply with all regulations promulgated by the City, including those regulations attached to this Agreement. The City reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor. The Vendor shall be bound to all such regulations provided that such regulations are made generally applicable to all other food booth operators similarly situated.
 - (e) **Security** Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
6. **Equipment and Supplies** City shall provide electrical (if requested using the enclosed Electrical Request Form) and water service in accordance with directions and regulations provided by the City, if available.

Vendor shall provide all necessary propane and other fuel other than the electrical power utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all tents, tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating the food booth.

7. **Assignment of Booth Space** Vendor consents to assignment of booth space by the City at such location as the City may determine. The City reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths at any time prior to the beginning of the Festival.
8. **Application and Other Information** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the City in connection with this Agreement, are complete and accurate. Except upon prior written consent of the City, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the City.
9. **Reservation and Processing Fee** Upon execution of this Agreement, Vendor shall pay to the City the appropriate sum according to the "Fee Schedule" enclosed in the Vendor's Information Packet.
10. **License** The right given by the City to the Vendor to operate the food booth is a license and shall not create any rights in the Vendor as a tenant.
11. **Delegation and Assignment** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The City may delegate and assign its duties and rights to such committees for representations as the City shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the City of its liability for nonperformance of its duties.
12. **Relationship of Vendor and City** The relationship of Vendor and the City under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the City to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the City.
13. **Force Majeure** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for vendor fees paid will not be issued for any reason as listed above as a matter of policy by the City of Newport News; however, security deposits are fully refundable under those circumstances as shown.
14. **Limitation on Liability** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
15. **Default** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
16. **Joint Vendors** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
17. **Waiver of Liability** The sponsoring organization or business shall indemnify and hold the City of Newport News, and for events held at City Center, the City of Newport News Parks, Recreation & Tourism Dept., NAI Harvey Lindsay, the Economic Development Authority, Newport News Town Center, LLC, and Northwestern Mutual Life Insurance Company, harmless from all claims which may be brought by its workers against the City of Newport News, arising out of the vendor's activities in this event.

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement," attached "Instructions on How to Apply," "Events & Festivals Application Form," "Food Booth Information and Fees," "Guidelines for Obtaining a Temporary Restaurant Permit," and "Electrical Request Form" (if applicable). IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____ For _____ (Business name)

By _____ (Individual's signature)

Its _____ (Individual's title)

Date: _____ By _____ (City representative's signature)