

## 2011 RIVERFEST MOBILE VENDOR AGREEMENT

1. Mobile Vendors are required to meet all state and local licensing and Health Department requirements. Fees incurred for licensing are the responsibility of the said vendor.
2. Mobile Vendors are required to keep their operations according to the Health Code standards and must abide by state laws regarding the employment of minors.
3. Mobile Vendors must furnish proof of comprehensive liability insurance in the amount of not less than one million dollars (\$1,000,000.00), which shall name the City of La Crosse, Riverfest, Inc., its officers and directors, as additional insured.
4. Security is provided by Riverfest, Inc. Riverfest, Inc. will be held harmless from any liability resulting in an accident, injury, or illness to any vendor employee, or customer, or any damage or theft of any item not owned by Riverfest, Inc.
5. Mobile Vendors will sell *only* those items approved from their application. Any variation without the Food Fair Director's expressed approval will be cause to terminate participation in this year's Riverfest, **without** reimbursement of the prepaid entry fee.
6. No beverages of any kind will be permitted to be sold by mobile vendors without the expressed approval of the Food Fair Director. (Riverfest, Inc. reserves the right to choose beverage vendors and type of beverage sold.)
7. Ice will be available behind the Food Fair by the Food Fair Director. Payment arrangements will be set by Riverfest. Neither Riverfest nor the Food Fair Director provides delivery service. A two-wheel cart for transportation of ice is advised.
8. Mobile Vendors are expected to cooperate and comply with all duly authorized directives as may be necessary that emanate from the Riverfest Board of Directors. See attached exhibit entitled "Riverfest Policies."
9. Mobile Vendors do not accept Food coupons. The food coupons are to be used in the Food Fair only.
10. All participants are chosen on a yearly basis. Inclusion in one year's Riverfest does not automatically qualify a vendor for inclusion in subsequent Riverfests; although previous participation, cooperation of venter, and adherence to policies, all weigh heavily in the selection process.
11. Tents for those vendors not having mobile units must be procured by said vendor and must not exceed ten feet by ten feet (10' x 10') in dimensions.
12. Mobile Vendors may not set up without first checking in with the Food Fair Director, chair, or Grounds Director. Site approval must be given by one of the above before setup

commences. This includes mobile vendors with tents. (You may be required to move your equipment at your expense if check in procedure is not followed.)

13. Mobile Vendors must be open and operating at 11:00 a.m. on the first day of Fest, and on each consecutive day through the end of Fest. Mobile Vendors are permitted to set their own closing times as traffic dictates. No units should be left unattended during open hours.
14. Any mobile vendor closing early on July 4<sup>th</sup> or the last day of Riverfest, because they are out of food product, must report to the Food Fair Director or a Riverfest Board Member. We will then counsel as to how to proceed closing your unit. We wish to cause minimal inconvenience and consternation to your customer in the event closure is necessary.
15. Mobile Vendors must have their units off the Riverfest grounds by 9:00 a.m. the morning following the closure of Riverfest. Vendors are hereby advised that electricity to the grounds may be turned off by 7:00 a.m. on the morning following Riverfest and that damage to merchandise of Mobile Vendors is their sole responsibility.
16. Riverfest shall not be liable for any loss or damage caused by, and shall be excused from performance due to any "acts of God", acts or regulations or decrees of any government, the elements, earthquakes, flood, fires, riots, war, shipwrecks, strikes, freight embargoes, walkouts, work stoppages, unusually severe weather or other similar causes above and beyond unreasonable control of Riverfest.
17. The agreement and attached exhibits constitutes the entire agreement between the Parties and shall supercede all previous communications and commitments, whether written or oral, between the Parties regarding the subject matter of this agreement. No agreement or understanding changing, modifying, or extending this agreement, shall be binding on either party unless in writing signed by both Parties' authorized representatives.

I/we have read and fully understand the above 2007 Riverfest Mobile Vendor Agreement. I/we fully intend to comply with all the covenants stated therein.

\_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Business Name (please print)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone (including area code)

\_\_\_\_\_  
John Kockler, Food Fair Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Barb Frahm President

Please send to: Riverfest, Inc.  
Attn: John Kockler  
P.O. Box 1745  
La Crosse, WI 54602-1745