

2011 RIVERFEST FOOD FAIR AGREEMENT

1. Participant in the Riverfest Food Fair:

- A. Are selected on an annual basis at the discretion of the Board of Directors. Decisions are made based upon past conduct, meeting required deadlines, past participation, variety of food offerings, community relevance, support and cooperation with Riverfest and its goals.
- B. Must hold an annual State and County Health license and have an ongoing restaurant operation. All participants must be able to provide copies of said licenses along with proof of insurance coverage.
- C. Costs of special health licensing fees for Riverfest event will be borne by the participants.

2. Riverfest Board of Directors retain the right:

- A. To designate a Director or Chairperson to act on the best interest of Riverfest in all matters concerning contracts and operation of the Riverfest Food Fair.
- B. To be the governing agent of said Fest with the recognition that all decisions or lawful directives are final.
- C. To close down any operation without refund if the booth is questionable as to the integrity of the operation or adversely affects the attitude, quality or gainful purpose of Riverfest, Inc. This includes non-adherence to the terms of this agreement.
- D. Any vendor(s) of their employees caught deliberately leaving their cash register drawer open and not ringing up sales, will be fined one hundred dollars (\$100.00) for the first offense and will be removed from Riverfest for their second offense.

3. Restaurants involved with Riverfest, Inc.:

- A. Retain the right to sell any two (2) items of the previous year barring conflicts, or may introduce new items, while adhering to the “non-compete” stance, as determined by the Board of Directors or their designee.
- B. Are limited to two (2) pre-approved generic food items at any one time and one (1) light lunch or children’s food item. Different size or portions of an item are to be considered the same item (i.e. Ice cream – chocolate, vanilla, etc.). Optional and/or additional items may be added after the food fair is full at the discretion of the Food Fair Director.
- C. Must obtain prior approval of all food items and prices. Any changes made after acceptance into Fest must be approved by the Food Fair Director.
- D. Booth positioning will be at the discretion of the Riverfest Electrician and Food Fair Director. (Electrical load will have a bearing on positioning.)

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4. An initial entry fee of six hundred dollars (\$600.00) must be received by Riverfest, Inc. by the deadline set forth by the Riverfest Board of Directors. The entry fee is NON-REFUNDABLE. An additional commission fee equal to fifteen (15) percent of booth net sales will be assessed following Riverfest. This fee will be reduced to twelve (12) percent if paid before August 1, 2011. Late payment of fees will negatively affect your future participation in Riverfest.
5. The maximum selling price for any one item will be \$6.00. There may be no changes in price, either before or during Fest, unless they are approved by the Food Fair Director. *Prices may be reduced during the last hour of each evening to "sell out" perishable items. No food item(s) may be given away over the counter or outside the Food Fair area to regular or paying customers to promote a product.*
6. All beverages are to be solely dispensed by Riverfest, Inc., or a group or organization of its choosing.
7. Booth operators are responsible for:
 - A. Providing manpower for the set up and take down of their booth.
 - B. Providing all equipment and facades for their own booth except what is provided by Riverfest as noted in paragraph 8 of this agreement.
 - C. Providing an operable cash register with tape. Register tape and revenue report form (provided by Riverfest) must be turned into the Riverfest Ticket Trailer by 11:00 a.m. of each day following a day of operation.
 - D. Providing appropriate fire and pest control supplies.
 - E. Providing all cleaning supplies to adequately maintain your booth. A leaf rake may be needed.
 - F. Providing an identifying sign (banner) 3 feet high by 8 feet long containing your business name and logo only. Each banner must have METAL GROMMETS IN ALL FOUR CORNERS AND ONE IN THE MIDDLE ON BOTH THE TOP AND THE BOTTOM. No tattered or worn signs will be allowed. Signs inside your booth will be of a small size as to not clutter or impair any access to the front of your booth or neighboring booth(s).
 - G. Insuring that all health regulations are followed.
 - H. Allowing only currently working employees in either your booth area or back area.
 - I. Insuring that all people including workers will be wearing a Riverfest button at all times when behind the food fair area.
 - J. A reasonably safe dress code for all workers. (Must meet current local health rules.)
 - K. The conduct of yourself and your staff at all times.
 - L. No eating, drinking or smoking in any food prep or serving areas. All beverages of any type consumed inside the food compound will be drunk from a disposable cup.

- M. No open speaker or radios in the Food Fair area.
 - N. Removal of all vehicles from the grounds as soon as possible. One temporary 15-minute parking pass will be issued, allowing that vehicle time to either load or unload. There is no parking available inside the park.
 - O. Transportation of all utensils and equipment to your place of business for washing. There will be no cleaning of utensils on the grounds. You may rinse your utensils if necessary in the sink provided by Riverfest.
 - P. Insuring that booth take down will be completed by 11:00 a.m. on the day following Fest.
 - Q. No dumping of liquids or other items shall be done on the grounds of Riverfest for any reason without the prior approval of the Riverfest Food Fair Director.
8. **Buttons:** Only employees who are working are allowed behind the Food Fair.
Owners: If you have family members behind the Food Fair, they **MUST** have on a Riverfest button. *ALL people behind the Food Fair MUST be wearing a button at ALL times!!!*
9. **Smoking:** There will be **NO SMOKING** near or around the gas tanks!
10. **Trading with other Vendors**
Please be considerate of other vendors. It is nice to be able to trade food items with one another, but everyone is there to make a profit for their business. Riverfest volunteers are encouraged to pay money for their food items, and are very appreciative when a restaurant donates food. Please encourage your employees to also pay for their items.
- Trading is a courtesy and not a requirement.
11. Riverfest, Inc., will provide the following for Food Fair operators:
- A. A Countertop booth for selling and space under the tent.
 - B. Portable sink and rest room for the use of employees of the Food Fair Vendors only.
 - C. Lighting and 110/220 volt electrical equipment hookups. There is no 3-phase power available in the park.
 - D. Picnic tables and trash receptacles in the common eating area only.
 - E. Manpower to keep the common eating area clean and free of debris.
 - F. Dumpster for the emptying of individual booth trash receptacles.
 - G. Security. However, Riverfest, Inc. does not assume any responsibility for theft or damage of equipment or supplies belonging to operators.
 - H. Ice at a nominal charge, available with payment arrangements made with the Riverfest Food Fair Director. Ice is available behind the Food Fair.

12. Minimum hours of operation are from 11:00 a.m. through 11:00 p.m. for every scheduled day of Riverfest. The Food Fair will remain open 11:00 a.m. to 12:00 midnight. You shall notify the Food Fair Director as to what hours your booth will be in operation. NOTE: Riverfest will close at 10:00 p.m. on the last day of fest.
13. Participant agrees to tender to Riverfest, Inc. a valid Certificate of Insurance, with the following stipulations:
 - A. Participant agrees to hold harmless Riverfest, Inc., its officers, directors, sponsors, volunteer organizations, the City of La Crosse, and participants at Riverfest for any and all claims of whatever kind of nature to persons, firms, corporations and property that may be sustained or arise in connection with the operation of the participant and the Riverfest celebration.
 - B. The participant agrees further to maintain and keep in force at its expense general liability insurance including the following:
 - a. Comprehensive form
 - b. Premises/operations
 - c. Products/completed operations
 - d. Contractual
 - e. Independent contractors
 - f. Board from property damage
 - g. Personal injury

Said Insurance will be written by a company authorized to do business in the State of Wisconsin and shall be in the combined limits of bodily injury and property damage of One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) aggregate.

14. Participant agrees to maintain and keep in force worker's compensation insurance and employer's liability insurance.
15. Riverfest, Inc. 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.
16. This agreement and the attached Exhibits constitute the entire agreement between the parties and shall supersede 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.