

# The McConnell Arts Center of Worthington

## *Worthington Arts Festival Food Vendor Agreement*

This agreement is between The Peggy R. McConnell Arts Center of Worthington (hereafter called "the MAC") and VENDOR (the "Vendor") for the 2024 Worthington Arts Festival. The parties agree as follows:

### I. GENERAL INFORMATION

**A. Festival Location:** Village Green Park, OH-161 & High Street, Worthington, OH 43085

**B. Festival Dates: Saturday and Sunday, June 15 and 16, 2024**

**Hours:** Saturday 9:00 AM – 5:00 PM (soft open at 8:00 AM)

Sunday 11:00 AM – 5:00 PM

**Load In:** Friday, June 14, 8:00 AM – 5:00 PM

Saturday, June 15, 7:00 AM

**D. Food Vendor Business Name:**

**E. Food Vendor Contact:**

**Name:**

**Phone:**

**Business Address:**

**City:**

**State:**

**Zip:**

**Email:**

**F. Fees:** A fee of \$325 will be due at the signing of this agreement for the booth space at the 2024 Worthington Arts Festival. Full payment is due by May 15, 2024.

### II. EVENT POLICIES

**Tents:** All tents must have ballast weights of **at least 40lbs per tent leg**. Tents with inadequate ballast must be taken down. Water will not be provided on site for water ballasts. No staking is permitted on the grass.

**Food Trucks:** Vendors located on the asphalt will be required to drive off site after festival closure on Saturday and return Sunday morning. Overnight parking will be available at the McConnell Arts Center.

**Self-Containment:** All Vendors must conduct their services within the space allotted. All units must be self-contained, as **there will be no access to continuous sources of electricity or water.**

**Menu Items:** Only food specified in food vendor's application may be sold.

**Location:** The MAC reserves the right to change the location of food vendors if necessary.

**Clean-up:** Upon vacating the assigned space, surrounding areas should be left as they were found; additional costs for post-event cleanup, maintenance, and/or repair of assigned space will be charged to the Vendor. **WHAT COST**

### **III. USE OF PREMISES**

Vendor agrees that it will comply with all laws, ordinances and regulations of the United States, the State of Ohio, the County of Franklin, Columbus Public Health, and the City of Worthington. Vendor will abide by all rules and requirements of the police and fire departments, or other municipal authorities of the City of Worthington. Vendor will obtain and pay for all necessary permits and licenses, and will not do, or suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules, regulations, or requirements. If the attention of said Vendor is called to any such violation on the part of said Vendor, or of any person employed by, represented by, or admitted to said premises by said Vendor, said Vendor will immediately desist from and correct such violation.

### **IV. CANCELLATION/NO-SHOW**

If Vendor shall fail for any reason to occupy the premises in accordance with this Agreement, unless otherwise agreed to in writing, no refunds shall be made.

### **V. INSURANCE**

Vendors are responsible for proper insurance and protection of work and setup. The Worthington Arts Festival will not be responsible for damage to work or setup. Upon acceptance, vendors must provide the Worthington Arts Festival with an appropriate Certificate of Insurance, naming the McConnell Arts Center (NOT the Worthington Arts Festival) as an additional insured pursuant to a general liability insurance policy with a minimum coverage of \$1,000,000. Vendors will not be permitted to set up without the required insurance information. The vendor will only receive their booth assignment on the condition that the Festival team holds the vendor's certificate of insurance, valid for the weekend of the Festival.

### **V. INDEMNITY**

Each party indemnifies and holds harmless the other party from and against any and all claims, damages, liabilities, losses, penalties, costs and expense, including reasonable attorney's fees, arising out of any breach by the indemnitor of any undertaking, representation, warranty, term, or provision of this Agreement, except to the extent that any claim is caused by the gross negligence or willful misconduct of the other party. Each of the parties to this Agreement shall maintain policies of insurance with contractual liability coverage which covers the party's respective obligations under this indemnification provision.

### **VI. SUBLETTING AND ASSIGNMENT**

Vendor shall not assign this Agreement, or any part thereof, or suffer any use of said premises other than herein specified, without the written consent of MAC. This includes use of the physical space.

### **VII. CONSTRUCTION OF AGREEMENT**

All persons or entities executing this Agreement as "Vendor" shall be deemed to have jointly and severally made and entered into the whole of the Agreement and shall be jointly and severally liable thereby. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and be signed by MAC.

**VIII. ENTIRETY OF AGREEMENT**

All persons or entities executing this Agreement as "Vendor" shall be deemed to have jointly and severally made and entered into the whole of the Agreement and shall be jointly and severally liable thereby. All terms and conditions of this written Agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by oral representations or promise of any agent or other person of the parties hereto unless the same be in writing and be signed by MAC.

**IX. JURISDICTION**

This Agreement shall be constructed in accordance with and governed by the laws of the State of Ohio applicable to contracts entered into and wholly to be performed therein.

**IN WITNESS WHEREOF** the parties agree as of the date below.

**ARTIST**

Signature \_\_\_\_\_

Name \_\_\_\_\_ (print)

Company Name (if any): \_\_\_\_\_

Title (if any) \_\_\_\_\_ Date \_\_\_\_\_

**THE MAC**

Signature

Name: Kimberlee Goodman, Executive Director

The McConnell Arts Center of Worthington

Date