



# Event Concession Vendor Contract

## for the 6th Annual Tewksbury Fall Harvest Festival

Sunday, Sept 29, 2019 12:00 PM to 5:00 PM

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This is an agreement between *Town of Tewksbury c/o Tewksbury Public Events and Celebrations Committee* (hereafter referred to as "Host" and/or the "Town") and (hereafter referred to as "Vendor").

The Host will be hosting the following Event: **2019 Tewksbury Fall Harvest Festival** to take place at **Livingston Street, Tewksbury** on **Sunday, September 29, 2019** starting at **12:00PM**, and has the legal ability to issue a license for concession for vending during the above mentioned Event, and Vendor desires to vend:

FOOD CRAFTS OTHER at and during the above mentioned Event, and has issued the Host a fee of \$ \_\_\_\_\_ for a license to vend at the Event.

**The Host and Vendor parties both agree to the following terms:**

1. Vendor will be given access to the place that is agreed upon by both parties no less than **2 hours** before the Event starts to set up the Vendor's station, goods to be sold, and anything else that is needed and customary to vend at that specific location.
2. The Vendor will not vend any items or services that are not disclosed here at the Event without prior written consent from the Host. Items that will be sold:
3. Vendor's station shall be no bigger than \_\_\_\_\_ by \_\_\_\_\_ feet; and shall be clean and orderly; and shall follow all applicable laws and regulations of the Town and State of the Event.
4. Vendor's staff will be properly dressed and their appearance will be clean and neat and they shall conduct themselves in an orderly fashion.
5. Vendor will have access to the location for up to **1 hour** following the Event conclusion at **5:00 PM** to dismantle and remove all items brought to the Event by Vendor. Vendor shall leave the location free from trash and in similar condition that it was in before the Vendor was there.
6. Vendor agrees to hold the Town free from any damages or claims in any way related to this event. Further, the Vendor waives any and all real and/or potential claims it may have against the Town in any way related to this event. This is meant to be a general and complete release of any and all claims in any and all forums.
7. Vendor assumes all responsibility to obtain all necessary permits, insurance and licenses that allows it to vend in the Town of Tewksbury.
8. Prior to the date of this event the Vendor must present the Town with a certificate of liability insurance that names the Town as an additional insured.

In agreement to the above mentioned terms a representative of the Event and Vendor sign below:

\_\_\_\_\_  
Signature of Vendor

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Town Manager

Date \_\_\_\_\_