

# Strawberry Days 2019 Food Truck Vendor Agreement

The undersigned represents to Strawberry Days Association that he/she is fully authorized to sign for and bind the below named business (hereinafter referred to as "Vendor") regarding the Vendor's application and entry in the 2019 Strawberry Days Event. Vendor agrees that Vendor and all persons associated with Vendor shall comply with the rules, policies and procedures prescribed by Strawberry Days Association, as Strawberry Days Association deems necessary for the efficient safe and non-offensive conduct of the Strawberry Days Event and related activities. In addition, Vendor acknowledges and agrees to the following:

- Vendor has read and shall abide by all of the terms, conditions and guidelines in the 2019 Strawberry Days Vendor Application and shall abide by all local, state and federal laws and regulations, including, but not limited to, all business license requirements and food handlers' permits.
- Strawberry Days Association is only providing a space for Vendor to do business.
- Vendor agrees that Vendor will not receive any application fee refund for any reason, including but not limited to, inclement weather.
- Vendor shall be adequately insured and provide a certificate of insurance if requested by the City. If Vendor has a hazardous activity as determined by the Association, Vendor shall provide a certificate of liability insurance as required by Strawberry Days Association that names the Association and Pleasant Grove City as an additional insured.
- As a condition of being a vendor for the Strawberry Days Association, Vendor shall assume full responsibility for Vendor's conduct, which includes the conduct of all employees, sub contractors, supplies, guests and customers of Vendor, and for Vendor's content and presentation of it's activities, and to indemnify, defend and hold harmless Strawberry Days Association its officers, volunteers, Pleasant Grove city, it's employees and agents from and against any and all liabilities, claims, damages, losses and expenses, including, but not limited to, attorney's fees, incurred or suffered by Strawberry Days Association its officers, volunteers, Pleasant Grove city, it's employees and agents that is caused by or arises from (a) any negligent act or omission by Vendor or any person associated with Vendor or Vendor's entry, (b) any breach of Vendor's representations, warranties, or obligations herein, (c) any damage caused by or associated with Vendor or Vendor's entry, equipment, booth or area (d) any claim or lawsuit by any of Vendor's employees, subcontractors, suppliers, guests, customers, or third parties, or (e) any infringement or violation by Vendor or Vendor's associates of the rights of others.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Alternate phone number

Vendors who do not follow all terms and guidelines contained within the agreement within the agreement may be fined, asked to vacate their vendor booth space, and/or not be allowed to vend at Strawberry Days Celebration in the future. They will forfeit their vendor booth fee.