

CONTRACT

For Operation of a Concession Stand September 7-11, 2011 during the Defeat of Jesse James Days 2010 Celebration Northfield, Minnesota

This is the contract between the Defeat of Jesse James Days Committee, a Minnesota nonprofit organization hereinafter referred to as "DJJDC," and

hereinafter referred to as "Vendor", and shall supersede all other prior contracts. Both parties shall abide by, and conform to, the specifications set forth herein.

This document is the sole operating permit, expressed or implied, other than permits required by state or local law. A signed copy of this document shall be displayed in a conspicuous location, visible from at least twelve (12) feet. This document grants full privilege of operation as specified by DJJDC and is not transferable.

DJJDC shall specify the shape, size, location, and design of any concession structure. All stands shall be constructed of suitable materials for the conditions involved.

DJJDC shall determine the type of concession sales and operations, which are permitted and shall have the power and right to refuse and/or revoke any permit of operation for any violation of the rules and regulations set forth by DJJDC. In addition to or in lieu of any specific penalty provided herein below, DJJDC may, in lieu of their revoking a permit, assess a penalty of not more than 140% (one hundred-forty percent) of the original permit fee, for the first violation of the rules. Subsequent violations may be due cause for the revocation of the operating permit, and at the option of DJJDC, cause the operation to cease for the remainder of the festival. Any penalties or revocations imposed by DJJDC shall be taken into consideration in permitting participation at future festivals.

Rules and Regulations

The rules and regulations set forth below shall be expressly followed with no exceptions. The rules will be strictly enforced.

1. Absolutely no vehicles will be driven onto or over the curb, grass, lawn, boulevard or any other grass covered areas. Absolutely no vehicles will be parked on the bridge. Violations of this rule shall subject Vendor to a penalty of \$200.00 (Two Hundred and

No/100's Dollars) for the first offense and revocation of permit and closure of the stand for any subsequent violation. Offending vehicles may be towed at the owner's expense.

2. No Vendor shall empty, dump, pour, spill, or leak **any** substance onto any sidewalk, portable toilet, grass, lawn, street, or body of water, including storm sewers for rain or the river itself, for any reason (this includes hot coffee, cold coffee, soapy water, grease (hot or cold), or ice water). Violations of this rule shall subject Vendor to a fine of \$200.00 (Two Hundred and No/100's Dollars) and an indefinite suspension from any future invites to any DJJD sponsored events.
3. Vendor shall provide proper recycling containers for aluminum and plastic beverage containers if used by the Vendor. All recyclable materials must be placed in the appropriate containers. The large roll off dumpsters next to Highway 3 must be used for your waste. The penalty for the first violation under this section shall be \$100.00 (One Hundred and No/100's Dollars). The penalty for the second violation shall be \$200.00 (Two Hundred and No/100's Dollars). The penalty for the third violation will be expulsion.
4. Vendor shall keep their areas clean and orderly ten feet to the rear, six feet on the sides, eight feet in the front, or eight feet from the service areas. DJJDC will inspect all areas during the day and at the end of each business day. Penalty for each violation shall be \$100.00 (One Hundred and No/100's Dollars) per day.
5. Vendor shall report any acts of vandalism to the police and an official of DJJDC.
6. Vendor and their employees will be neat, clean and not under the influence of any controlled substance, drugs or alcohol. Penalty for violations shall be \$200.00 (Two Hundred and No/100's Dollars) for each Vendor or their employee who appears to be under the influence of any controlled substance, drugs or alcohol, in the judgment of DJJDC, per day.
7. Vendor shall send, with a signed copy of this contract, a **non-refundable** deposit of \$500.00 (Five Hundred and No/100's Dollars) to be applied toward concession stand fee and other charges, duties and other financial obligations no later than **August 31, 2011. The balance of the fees and other financial obligations shall be paid before September 8, 2011. If this is not paid by September 8, 2011, the deposit will be kept and the space will be forfeited. Vendor shall not be allowed to operate unless the fees set forth above are paid in the prescribed manner.**
8. Vendor shall construct their stand, and have it open for business no later than 12:00 p.m. (noon) on Thursday, September 8, 2011. Vendor shall dismantle and have cleaned their area no later than 11:00 p.m. on Sunday, September 11, 2011. Vendor shall close no later than 1:15 a.m. during the festival with the exception of Sunday, which will have 6:00 p.m. as the closing time. Penalty for the violation of these rules shall be \$100.00 (One Hundred and No/100's Dollars) per occurrence and possible revocation of permit.

9. All Vendor stands shall be inspected prior to start up, and once or twice during the festival and/or upon complaint of a government official and/or patron. Inspection fees, as required by State and Local Inspectors are the sole responsibility of the Vendor and are not considered part of the operating fee.
10. The operating fee for 1 - 100 square feet is \$500.00 (Five Hundred and No/100's Dollars). The fee for 101+ square feet will be \$5.00 (Five and No/100's Dollars) per square foot, i.e., 101 sq. ft. x \$5.00/sq. ft. = \$505.00. Areas enclosed by detached grills and cooking equipment located outside of the concession stand will be included in the calculation of square footage. Trailer hitches will also be considered in the determination of square footage, as well as supply storage.
11. If Vendor has a heating appliance for the purpose of cooking with, or without grease or oil for their stand, then Vendor shall have a fully charged and operable fire extinguisher. All Vendors who have electrical appliances shall take precautions required by the Uniform Building Code and the State Inspectors to avoid electrical shock to themselves and their customers.
12. **Vendor shall submit by August 31, 2011**, a copy of their insurance certificate, evidencing general liability coverage of not less than \$1,000,000.00 (One Million and No/100's Dollars) **naming as additional insureds and protecting the City of Northfield and the Defeat of Jesse James Days Committee, Inc.** from any and all liability for damages occurring to customers, vendors, employees or third parties arising out of set-up, operation and/or take-down of the Vendor's concession stand. **If an insurance certificate evidencing proper limits of insurance and listing the above named as coinsured is not provided, Vendor will not be allowed to set up and the fee will be forfeited.** If you have employees, you must have Workman's Compensation Insurance and provide a copy of insurance coverage.
13. Vendors who handle food in any form shall have, on location, a means of washing hands with soap and water, and disposable towels. Vendor shall be required to comply with all "Standards for Itinerant Food Stands" as set forth by the Minnesota Department of Health.
14. One 110V electrical hook up will be provided per food booth. 220V service and additional lines of each voltage shall be provided upon Vendor's request, when available, for an additional charge as follows:
 - **Each additional 110V line provided in excess of the first 110V line will be provided, when available, at a cost to Vendor of \$20.00 (Twenty and No/100's Dollars) per line.**

- **220V will be provided at the rate of \$40.00 (Forty and No/100's Dollars) per line, except for the first line which shall be charged at the rate of \$20.00 (Twenty and No/100's Dollars) if no other electrical lines are being supplied.**

15. Vendors are not allowed to set up **prior till noon on Wednesday September 7, 2011.** Any violation of this will result in a fine of \$100.00.

Vendor / Agent

DJJDC Official