



# July Fest 2010 Food

## Food Vendor Agreement July 9<sup>th</sup> & 10<sup>th</sup> 2010

1. Vendor shall participate in the July Fest on the following dates and times:

Friday July 9<sup>th</sup>, 2009      10am – 8pm

Saturday July 10<sup>th</sup>, 2009      10am - Close

Cancellation in whole or in part of or any of the 2-day activities for any reason shall not be the responsibility of the July Fest.

2. Prior to participating in the July Fest and selling food, vendor must obtain from the Broome County Health Department, a Health Certificate for Food Service Operations. Vendor shall provide certificate to July Fest upon request.

3. Vendor shall purchase and maintain in effect, commercial general liability insurance, which shall be written for not less than the limits of liability as follows:

|                                      |             |
|--------------------------------------|-------------|
| General Aggregate                    | \$1,000,000 |
| Products-Completed Operations        | \$1,000,000 |
| Personal Injury & Advertising Injury | \$1,000,000 |
| Each Occurrence                      | \$1,000,000 |
| Contractual Liability Insurance      | \$1,000,000 |

The foregoing policy shall contain a provision that coverage is afforded under the policy and will not be cancelled, modified, or not renewed until at least 30-days prior written notice has been given to July Fest. Certificates of Insurance showing coverage shall be filled with July Fest prior to June 15<sup>th</sup>, 2010. The policy shall name July Fest, Downtown Binghamton Business Association and City of Binghamton as additional insured and any other deemed by the committee.

4. Vendor shall provide to July Fest a price list reflecting the prices.

5. Vendor is responsible for cleaning and maintaining its location during and after each day of events. The Vendor shall not allow any debris to accumulate at its location.

6. Vendor agrees to indemnify and hold July Fest, Downtown Binghamton Business Association and City of Binghamton, harmless from all claims for bodily injury and property damage and expenses, including reasonable attorney's fees that may arise from Vendor's operations under this agreement.

7. July Fest may establish further rules and regulations that may be adhered to by Vendor.

8. In the event that Vendor refuses to abide by any rules or regulations or violates any term of the Agreement, July Fest may immediately terminate all rights of Vendor to participate in July Fest.

9. The Agreement shall not create a landlord/tenant relationship between July Fest and Vendor.

10. Vendor may not assign this Agreement.

11. The laws of the State of New York will govern this Agreement.

12. No provision or part of this Agreement held to be void or unenforceable under any laws shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon parties.

13. This Agreement sets forth all the representations, promises, agreements, and understandings among the parties hereto with respect to this matter, and there are no other representations, promises, agreements or understandings, oral or written, other than as set forth referred to or incorporated herein.

\*Agreement made as of \_\_\_\_\_ 2010 by and between July Fest and \_\_\_\_\_ (Vendor).

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone :(    ) \_\_\_\_\_

**Please send your payment to: July Fest: Downtown Binghamton Business Association, 52 Court Street,  
Binghamton, NY 13901**

**Make Checks Payable to: Downtown Binghamton Business Association**