

# NOBLESVILLE DUCK RACE 2020 FOOD VENDOR AGREEMENT

## RULES AND GUIDELINES

### BOOTHS AND FEES

The Duck Race is organized and governed by Noblesville Main Street (NMS). NMS grants, and the vendor accepts, a license to use booth space in a location to be designated by NMS at the Noblesville Duck Race to be held in downtown Noblesville on **July 25<sup>th</sup>, 2020**, during the hours from **12:00 p.m. to 3:00 p.m.** One booth space is approximately ten feet wide and ten feet deep (10ft x 10ft).

**Food vendor fee is \$150** per booth. Vendors may request up to three (3) booth spaces. Vendor fees are non-refundable.

Food vendors are required to provide their own tent. Special flame retardant canopies must be used in conjunction with booths where frying or grilling is to occur under said canopy.

All vendors must pay a vendor fee regardless of sales in a booth area. Vendors wishing to contract booth space to sell goods or services must obtain prior approval from NMS. Businesses located in the Downtown District will be given first consideration. Other businesses are welcome to submit applications and will be placed based on availability of space.

### NO EXCLUSIVITY:

Noblesville Main Street does not offer exclusivity for any vendor, company or brand with the exception of the City of Noblesville. This policy applies to events, programs and markets and is enforced by the chief executive officer with full support of the Executive Committee of the NMS Board of Directors.

### SETUP/CLEANUP

Vendor agrees to be fully operational and ready to serve the public by 12:00 p.m. Portions of the streets surrounding the courthouse will close to vehicle traffic, and food vendors may start moving in and setting up at 11:00 a.m. Motorized vehicles will not be permitted beyond the barricades of the closed streets. **Moving in and setting up booth space on a closed street must be done by hand on non-motorized cart, unless the vendor has made special arrangements with NMS to bring in motorized equipment.** No other motorized vehicles will be permitted on the closed streets for the duration of the event.

Vendor is responsible for providing all equipment needed for the operation of the booth(s), including tents, tables, chairs, skirting, serving areas, paper goods, plasticware, ice, cooking and refrigeration facilities, etc. Vendor shall **NOT** tear down, pack up or remove the booth **until after the conclusion of the entertainment and/or an announcement is made officially ending the event.** If a vendor no longer has goods or services to sell, he/she is still required to remain set up until the conclusion. **Removal of the vendor's materials must be done by hand on non-motorized cart.** The vendor may have motorized vehicles beyond the barricades of the closed streets, if those vehicle are legally parked or stopped. Vendor agrees to remove the booth contents, equipment and materials no later than within one (1) hour after the conclusion of the event. Vendor is responsible for the cleanup of the contracted booth space and the surrounding area. Vendor agrees to keep the booth space in a clean, safe and orderly condition.

Vendor shall not commit, or permit its agents or employees to commit, any waste or damage to the Hamilton County Courthouse grounds or the streets/sidewalks of Noblesville in any manner that constitutes a violation of any law, ordinance, rule or regulation. NMS will provide trash pick-up during and at the end of the event.

Vendor shall place all trash in a designated location and leave the booth space free from debris and grease. Gray water may not be disposed into the street or sewer system. Gray water must be transported from the booth space by the vendor. A clean up fee of **\$500** will be imposed if the area is not left clean. The Noblesville Duck Race committee will make the judgement of a vendor not meeting the appropriate cleanliness. Support documentation and photos of the space will be provided along with the invoice for the additional **\$500** cleanup fee.

### **ALCOHOL SALES**

Vendors are prohibited from serving, selling, sampling or distributing any beer, wine, liquor and/or tobacco products during the event. Vendors shall not bring or permit any of their agents or employees to bring any alcoholic beverages to the event.

NMS will contract for alcohol sales from a licensed member establishment in downtown Noblesville. The contracted agent will be responsible to acquire/meet all applicable permits and insurance, including insurance riders incorporating the City of Noblesville, Hamilton County and Noblesville Main Street. Additionally, subcontracted vendors will be responsible to meet all laws established by the City of Noblesville, Hamilton County and the State of Indiana for the sale of alcohol for this event.

### **COMPLIANCE WITH HEALTH AND SAFETY LAWS**

Vendors and their employees are responsible for informing themselves about and complying with federal, state and local health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products. If vendors offer samples of processed or non-processed items from their booth, all Hamilton County Health Department (HCHD) rules and regulations apply. The HCHD is the ruling body on food processing and selling requirements at the Noblesville Duck Race, and they will be onsite the day of the event to ensure that all vendors meet the HCHD rules and regulations. If you have any questions about licensed facilities or other requirements, call the Health Department at (317) 776-8500. NMS is not responsible for non-compliance fines, seizure or other penalties imposed by a regulating body.

A five (5) foot buffer must be maintained between the general public and any/all cooking units and warmers. Failure to provide this safety zone will result in the vendor's closure and/or removal from the event and forfeiture of all fees.

### **ADDITIONAL TERMS**

Vendors are limited to the sale of items listed on the contract. Vendors found selling items not listed on the contract may be asked to discontinue the sale of said items. If a vendor wishes to offer samples of his/her products, the vendor must solicit within the booth space. Vendors will NOT be permitted to go outside of their booth space to solicit customers, i.e. no roaming, hawking, sampling, solicitation or distribution of marketing or promotional materials beyond the vendor's booth space. Vendors may NOT sublease their exhibit space. NMS retains the right to terminate this contract and/or remove vendor from the event for violation of the terms of this contract, and vendor forfeits any refund as a result of the violation. Vendor must submit a copy of Certificate of Insurance, a list of all items to be sold and payment for all applicable fees with this signed contract.

The parties agree that if NMS cancels this event for any reason prior to the event day, this contract shall be declared null and void, and all fees shall be refunded to vendor. Inclement weather on the day of the event will not be considered cause for cancellation. This event will take place, rain or shine, and all amounts paid to NMS are non-refundable.

NMS will provide volunteers identified as Food Court Liaisons for this event. They are to help make your experience easy, profitable and to help resolve any conflict that may arise.

NMS, the Hamilton County Commissioner and the City of Noblesville are not responsible for any damage, accident, or injury (including death) to the person or property of vendor. Vendor hereby releases NMS, and

the above said parties from liability.

This agreement is effective upon signature of vendor and an NMS representative. The undersigned have read this agreement and agree to abide by its terms and conditions.

**SUBMIT YOUR APPLICATION AND PAYMENT ONLINE.**

**CHECKLIST TO INCLUDE:**

- **Payment**
- **Certificates of Insurance**
- **Any supporting documents necessary for the products you are wanting to sell.**



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**APPLICATION AND FEES**

**DUE BY June 1<sup>st</sup> 2020**

**OFFICE USE:**

Date recvd: \_\_\_\_\_

**BOOTH SPACE:**

**1 Booth Space** (10' wide x 10' deep): **\$150** \_\_\_\_\_

**2 Booth Spaces** (20' wide x 10' deep): **\$300** \_\_\_\_\_

**3 Booth Spaces** (30' wide x 10' deep): **\$450** \_\_\_\_\_

**TOTAL FEE PAID:** \_\_\_\_\_

**\*NO APPLICATIONS WILL BE ACCEPTED WITHOUT PAYMENT\***

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Products To Be Sold: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RELEASE:** I understand the terms and conditions of the **Noblesville Duck Race Agreement Rules and Guidelines** and agree to be bound by its terms. I accept responsibility for all individuals working in my booth space. I waive and release any and all rights and claims for losses and damages against Noblesville Main Street, the City of Noblesville, Hamilton County and any of their employees, representatives and volunteers for any and all injuries and all claims of damages which may arise as a result of my participation in this show. I agree to take full responsibility in the event my product may cause harm or injury and agree to hold harmless Noblesville Main Street, the City of Noblesville, Hamilton County and all other related parties and their representatives, sponsors, successors and assignees.

This agreement is effective upon signature of the vendor and a Noblesville Main Street representative. **Noblesville Main Street reserves the right to refuse any vendor at any time for any reason.**

Vendor signature: \_\_\_\_\_ Date: \_\_\_\_\_

NMS representative: \_\_\_\_\_ Date: \_\_\_\_\_