

# VENDOR AGREEMENT

Whereas the Kiwanis Club of Bowling Green, KY, Inc. (Hereinafter "Kiwanis Club") is the organizer of a community fireworks display to take place on 7/3/2018, and, whereas:

\_\_\_\_\_ (hereinafter "Vendor") desires to provide concession services during the event, the parties agree as follows:

1. Vendor shall be permitted to provide concession sales to event patrons on a non-exclusive basis. Vendor shall be responsible for securing any necessary licenses, permits, or authorizations for the provision of concession services, and shall abide by all applicable Health Department Regulations. Prior to the date of the event, Vendor shall provide the Kiwanis Club with proof of general liability insurance, with coverage limits of \$100,000 or greater, naming the Kiwanis Club and the National Corvette Museum as additional named insureds. Vendor agrees to indemnify, defend, and hold harmless the Kiwanis Club and National Corvette Museum Foundation, Inc., their members, officers, agents, and volunteers of and from any claim or liability arising from Vendor's activities associated with the event.
2. Vendor shall pay the Kiwanis Club prior to the event date. Vendor shall abide by provisions laid out in the accompanying Vendor letter. Vendor shall clean the assigned area, dispose of all trash, and depart the premises no later than 4 hours following the event. Kiwanis will limit the number of vendors permitted to engage in concession sales as necessary.
3. Vendors will be provided access to 110V and 220V electric service and potable water. It is recommended that Vendors bring a backup generator in the case of problems with the power supplies provided. Vendors will be responsible for providing any ice required for operations, at Vendor's expense.
4. Vendor proposes to sell the following food items (attach another sheet if necessary):

|  |
|--|
|  |
|  |
|  |

5. **Kiwanis Club shall have the exclusive right to sell beverages at the event. Vendor agrees not to sell any beverages, with the exception of snow cones, milkshakes, or smoothies.** The Kiwanis Club shall have the exclusive right to sell non-food items such as novelties, T-shirts, souvenirs, etc. Vendor agrees not to sell any non-food items. The Kiwanis Club shall have the right to immediately terminate this agreement and terminate operations of Vendor in the event the Vendor is determined to be in violation of these restrictions.

\_\_\_\_\_  
Vendor

\_\_\_\_\_  
Kiwanis Club

\_\_\_\_\_  
Date