

# 2017 WEDNESDAYS IN THE PARK Concert Series



## Food and Drink Concessionaire Agreement

### I. Responsibilities of the Concessionaire

- a. Concessionaire may serve only food and beverage items that have been approved by 'Wednesdays In The Park' staff. A menu must be attached to the application.
- b. **Concessionaire will provide musicians a meal and beverage. Musicians will present vouchers provided by Pendleton Parks and Recreation.**
- c. Concessionaire must show evidence of a food vendor's license. Concessionaire is responsible for complying with all Umatilla County Health Department requirements, State of Oregon OLCC law and Fire Marshal codes and regulations.
- d. Concessionaire must be ready for business no later than 5:30 p.m. on the day of the event and remain open until the conclusion of the concert.
- e. Concessionaire is responsible for covering and/or taping down all electrical cords, securing awnings, etc. according to safety code.
- f. Concessionaire is responsible for supplying all booth items, including appropriate tables or counters space, hand washing buckets, and appropriate signage. Signage shall include the name of the organization, food items for sale, and prices.
- g. Only one business may operate in each booth space.
- h. Booth space must be returned to its pre-event condition at the end of each night.
- i. No vendor may drive on the grass in the park except in designated area.

### II. Responsibilities of the City of Pendleton

- a) The City will provide Concessionaire with the following:
  - i) Sufficient booth space,
  - ii) Garbage dumpsters in the vicinity of the food court,
  - iii) 110v electrical outlets as available; first come, first served,
  - iv) Water supply in central location, and
  - v) Limited vendor parking available on a first-come, first-served basis.

### III. Fees and Charges

- a. Concessionaire agrees to pay applicable space rental fee and deposit by due date upon notification of selection.
- b. After due date, non-payment of remaining fees will result in forfeiture of space and deposit.
- c. Failure to participate in the 'Wednesdays In The Park' concert series and provide the contracted service does not release the Concessionaire from the obligation to pay the City the stated fees. The food concession service is non-transferable to another party without the written consent of the City. Subcontracts are not allowed.

### IV. Adherence to Policy

Concessionaire agrees to abide by the City of Pendleton Parks and Recreation Department's policies. Failure to abide by any of these policies may result in termination of this agreement and forfeiture of any and all fees.

### V. Jurisdiction and Venue

The City of Pendleton reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event, at any time and without prior notice to the vendor. City of Pendleton will make reasonable efforts to provide advance notice to vendors of any changes or cancellations.

In the event of litigation to enforce this agreement or any provision thereof, the prevailing party in addition to other relief granted, shall be entitled to recover reasonable attorney fees, including fees of appeal, if any. Jurisdiction for litigation shall rest exclusively with the courts of the State of Oregon and venue shall lie in Umatilla County.

### VI. Indemnification Agreement

The Concessionaire hereby agrees to indemnify and hold harmless the City of Pendleton, its officers, agents, and employees from any and all claims, demands, losses, or damages, including attorney's fees, which may arise in any manner from the Concessionaire's activities or presence on City property as authorized by this agreement. This release and indemnification obligation includes, but is not limited to, claims made by the Concessionaire, its agents, or employees.

### VII. Adherence to Laws

Concessionaire shall abide by all laws governing the City of Pendleton and the State of Oregon while on City property. Violation of the law will result in termination of this agreement and possible removal from the property.

### VII. Independent Contractor

It is understood and agreed that this Concessionaire Agreement is not a contract of employment and that vendor is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between vendor, its assistants or helpers and the City.

CONCESSIONAIRE:

CITY OF PENDLETON

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

Lisa Patrick, Recreation Supervisor

Business Owner: \_\_\_\_\_

Pendleton Parks and Recreation

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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