



FOOD VENDOR AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, _____ between Corpus Christi PATCH, Inc. (“Producer”), 402 Peoples Street, Suite 1A, Corpus Christi, Texas 78401, a not-for-profit 501(c) (3) corporation existing under the laws of the State of Texas and

_____ (“Vendor”).

Recitals

WHEREAS, Producer will organize, promote and execute ¡Que Bueno! Taco Fest as a unique annual event and community celebration;

WHEREAS, it is the intent of the Producer to work in cooperation and partnership with the Vendor to create a first-class festival; and

WHEREAS, the Producer enters into this Agreement with the Vendor that delineates the respective rights and obligations of the parties and defines their relationship for ¡Que Bueno! Taco Fest.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants and agreements set forth below, Producer and the Vendor agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. FOOD VENDOR OPERATIONS

2.1. Vendor may not sell more than 4 food items.

2.2. No special or “made to order” items allowed.

2.3. Cilantro, onions and salsa will be acceptable as optional add-on items.

We recommend you provide any such add-on items in single serving paper cups for faster service.

2.4. Vendor may serve more than one type of taco and enter tacos in several categories.

2.5. No vendor may sell water, soda, beer or any other beverages unless special consideration is granted.

2.6. All booths/trucks/trailers must have a hand washing station in accordance with Nueces County Health Department standards.

2.7. All cups, plates, bowls, napkins, and utensils must be non-glass and disposable.

2.8. NO STYROFOAM ALLOWED.

2.9. Nueces County Health Department food vending permit is required. Vendor will not be allowed to set up without a copy of its permit. Please note that an inspector from the Nueces County Health Department will be on site and will inspect each food truck and trailer for compliance of health code. Food truck and trailer vendors currently not permitted by the Nueces County Health Department can apply for a temporary permit by calling 361-851-7235.

2.10. All business or other activity for which a vendor rented space must be conducted in the designated area ONLY.

2.11. Distribution, layout or hanging of any items outside designated area is not permitted.

¡QUE BUENO!

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- 2.12. All materials deemed offensive by Producer will not be permitted to be sold or displayed.
- 2.13. Each vendor is required to obtain sufficient and proper insurance, including but not limited to, general liability and any insurance specific to food service. Vendor must include Producer as an additional insured. If the vendor does not have insurance, insurance may be purchased through Producer operations for an additional \$85. Proof of insurance must be provided to Producer before Vendor may set up for the Festival. Producer assumes no liability for vendors or their invitees or licensees within or around vendor's allotted area.

3. FOOD VENDOR FINANCIALS

- 3.1. **The Food Vendor fee is \$375 and is due by August 15, 2019. See Section 8 below for refund policy.**
- 3.2. Vendor is responsible for paying all sales taxes and health permit fees required by any federal, state or local governmental entity. Producer is not responsible for the collection or submission of any such governmental fees. Please note that an agent from the Texas State Comptroller will be on site and will require proof of sales tax permit.

4. FOOD COMPETITIONS

- 4.1. If you are competing in the taco competition, one of your 4 items must be a taco.
- 4.2. If you would like to compete in several categories, please indicate that below.

5. VENDOR BENEFITS

- 5.1. PRODUCER agrees to provide benefits to Vendor for ¡Que Bueno! Taco Fest.
- 5.2. The Vendor benefits will be understood to include:
 - 5.2.1. Six (6) Passes for entry into the festival
 - 5.2.2. Recognition as a vendor on marketing and social media

6. FOOD VENDOR ITEMS & DETAILS

- 6.1. Vendor must submit both this Agreement and the "Food Vendor Details" form to be considered.
- 6.2. All submitted forms must be complete.
- 6.3. Incomplete forms and agreement will not be accepted.

7. SAFETY AND SECURITY

- 7.1. PRODUCER commits to provide an event which meets or exceeds standards for operations, security, and emergency protocols for ¡Que Bueno! Taco Fest and the Event Area based on historical data and as required by the Corpus Christi Police Department, the City of Corpus Christi Traffic and Engineering department as well as the City of Corpus Christi Parks and Recreation department. Compliance with requirements provided by the aforementioned entities shall be deemed sufficient operations, security, and emergency procedures to satisfy the terms of this provision by the Parties hereto.
- 7.2. All vendors and their employees are expected to monitor themselves on all matters of conduct, attire, etc.
- 7.3. Vendors shall not display, offer for view, or sell any illegal or contraband items.
- 7.4. Vendor shall hold Producer harmless for any losses that should arise due to cancellation of the event, regardless of cause.

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8. REFUND POLICY / CANCELLATION / NO SHOWS

- 8.1. A 50% refund will be given with a written request received by July 15, 2019. No refunds will be given after July 15, 2019. Vendor understands that Producer has no control over weather, acts of God, acts of terrorism, government intervention, or any other cause that may prevent and alter and or interrupt the Festival, and Vendor shall hold Producer harmless for any losses that arise because of such event.
- 8.2. Vendor understands ¡Que Bueno! Taco Fest is a rain or shine event.

9. INDEMNIFICATION AND RELEASE

(A) NEITHER THE PARTY DESIGNATED AS PRODUCER NOR ANY OTHER INDEMNITEE (AS DEFINED BELOW) SHALL BEAR ANY DAMAGE, LOSS, COST, EXPENSE OR LIABILITY RESULTING FROM PERFORMING (OR FAILING TO PERFORM) THE DUTIES AND FUNCTIONS OF THE PRODUCER, AND PRODUCER AND INDEMNITEES ARE HEREBY RELEASED FROM LIABILITY TO NON-PRODUCERS FOR ANY AND ALL DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF, INCIDENT TO OR RESULTING FROM SUCH PERFORMANCE OR FAILURE TO PERFORM, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE, **GROSS NEGLIGENCE**, STRICT LIABILITY OR OTHER LEGAL FAULT OF PRODUCER (OR ANY SUCH INDEMNITEE).

(B) THE VENDOR(S) SHALL DEFEND AND INDEMNIFY PRODUCER AND ITS AFFILIATES, AND THE OFFICERS AND DIRECTORS OF BOTH (COLLECTIVELY, THE "INDEMNITEES"), FROM ANY AND ALL DAMAGES, LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE LEGAL COSTS, EXPENSES AND ATTORNEYS' FEES) AND LIABILITIES INCIDENT TO CLAIMS, DEMANDS OR CAUSES OF ACTION BROUGHT BY OR ON BEHALF OF ANY PERSON OR ENTITY, WHICH CLAIMS, DEMANDS OR CAUSES OF ACTION ARISE OUT OF, ARE INCIDENT TO OR RESULT FROM VENDOR(S) OPERATIONS, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE, **GROSS NEGLIGENCE**, STRICT LIABILITY OR OTHER LEGAL FAULT OF PRODUCER (OR ANY SUCH INDEMNITEE).

THE PARTIES AGREE THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. AGREEMENT BINDING

The parties agree that this Agreement shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this Agreement or any of their respective rights, obligations or interest in it.

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11. NOTICES

All notices with respect to this Agreement shall be given by first class mail or hand-delivery to the parties as follows:

PRODUCER:

Corpus Christi PATCH, Inc.

Monica Sawyer

402 Peoples Street, Suite 1A

Corpus Christi, TX 78401

VENDOR:

Business Name: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

12. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

13. LIQUIDATED DAMAGES

Because the damages caused to Producer by any breach of this Agreement by Vendor will be difficult to measure and uncertain, in the event Vendor breaches this Agreement, Producer shall be entitled to recover from Vendor \$1,000 plus reasonable and necessary attorney's fees and costs.

14. Should Producer prevail in any action to enforce the terms of this Agreement, Producer shall be entitled to recover reasonable and necessary attorney's fees and costs from Vendor(s).

15. The Parties hereto mutually participated in drafting this Agreement and had the right and opportunity to seek legal counsel regarding this Agreement.

16. This Agreement shall be interpreted under the laws of the State of Texas and venue for any action arising hereunder shall be exclusively in the county courts or district courts of Nueces County, Texas.

***ACCEPTANCE AS A VENDOR INTO 2019 ¡QUE BUENO! TACO FEST IS CONFIRMED ONCE THIS AGREEMENT AND THE "FOOD VENDOR DETAILS" FORM IS COMPLETED IN FULL AND SIGNED BY BOTH PARTIES.**

IN WITNESS HEREOF, the duly authorized representatives of the parties have hereunto set their hand on the date and year written.

Corpus Christi PATCH, Inc,

By: _____

Printed Name: _____

Date: _____

Vendor: _____

By (signature): _____

Printed Name: _____

Date: _____