

FOOD VENDOR AGREEMENT

Dear Prospective Food Vendor,

We at PaoliFest would like to thank you for your interest in participating in our festival! Your partnership alongside that of musicians, artists and artisans from far and wide is integral to our success.

The setting of this year's festival is as follows:

JayCee Park • Paoli, Indiana • June 9 and 10, 2023

Vendor hours of operation will be from **5 PM to 10 PM on Friday** and from **11 AM to 10 PM on Saturday**. Selected vendors will have the choice of two load-in times, TBD closer to the event. All hours and load-in times are subject to change.

As this is only our fourth festival, we cannot say with high certainty how many will be in attendance. However, we're predicting that **3,000** Paolians, residents from surrounding municipalities, and even some visitors from the far reaches of the country will be partaking in the event. As the festival is centered on providing equitable access to arts and music programming, know that you as a willing applicant are choosing to engage in a project of cultural and communal development for Paoli's marked benefit.

Again, we thank you.

Please read the enclosed information carefully, sign the contract and submit the requested documentation as early as possible. The fee for participation depends on the date on which you submit your application; please note the following conditionals.

If you submit your application the fee for participation is ...
on or before March 15, 2023	\$100 for both days
after March 15 and on or before May 1, 2023	\$130 for both days

No applications will be accepted after May 1, 2023.

Please email the following items to vendors@letmusicspeak.org as part of your application.

- Proof of certification by the relevant health or sanitation department (example: Orange County Health Department) for the municipality out of which you, the vendor applicant, operate
- A certificate of insurance
- Your sales tax ID number
- A vendor staff list
- **Detailed electrical requirements (amperage), including photographs of type of plug that you require. If possible, supply your own adaptor.**

You will be notified of approval or rejection as soon as possible. If approved, **your participation fee will be due within fifteen (15) days of approval notification.**

To reiterate, applications will be accepted as late as May 1, 2023, and fee amounts are dependent on the date the application was submitted. Cash, credit cards, cashier's checks and money orders are all acceptable forms of payment; checks and money orders should be made payable to Let Music Speak.

If you must cancel, there will be **no refunds** and **no credit** toward future Let Music Speak-produced events.

All vendors **must** provide their own tents. You **must** have tie-downs for your tent.

Vendors must supply their own supplemental booth furnishings: Tables, tents, chairs, etc. Food vendors must also come equipped with their own supplies relating to food storage and preparation, including ice, refrigeration, stove, grill, etc. Vendors will be responsible for operating their own equipment and will not hold Let Music Speak personnel or festival staff liable for any failure in said operation.

Please be advised that as the festival will take place **rain or shine**, all tents will be stationed outdoors in the park.

There is no wifi available at the park.

Approved vendors **must** attend an orientation meeting to take place prior to the festival. OR, for those unable to attend, a phone meeting will be arranged. Exact date and time of the meeting TBD.

Several recycling stations will be available in an effort to reduce waste in the park. PaoliFest encourages festival goers to bring reusable, eco-friendly water bottles. Please include a detailed description of your food items with your application. We will follow up with the food vendors that are accepted with a detailed list of Indiana Homeland Security requirements for your booth.

Food vendors **may** have access to electricity on-site. **Generators are not permitted.**

Thank you, once again, for your interest in and support of PaoliFest and your commitment to helping build a more equitable Southern Indiana through the arts. We couldn't do it without you.

Sincerely,

The PaoliFest Team
Let Music Speak, Inc.

Liability and Other Provisions

By completing and submitting an application to participate in PaoliFest 2020, you agree to all above statements and conditions. Further, you agree to the following:

Vendors will indemnify and hold harmless Let Music Speak Inc. (hereinafter, "LMS") against any and all claims arising from vendors' participation at PaoliFest.

Vendors will not hold the Town of Paoli, the Paoli Chamber of Commerce, and any and all town, county, and state tourism commissions liable for injury, theft, loss, or illness in conjunction with the festival.

Vendors are responsible for all applicable Indiana state taxes and registration fees.

Vendors shall be subject to and shall comply with all of the vendor rules and regulations of the Town of Paoli, Orange County, and State of Indiana, including all regulations applicable and pertaining to temporary food establishments.

Vendors are prohibited from selling, distributing or consuming any alcoholic beverages at any time while on the festival site. Failure to comply will result in the automatic closure of Vendor's booth and forfeiture of any fees paid.

Vendors are prohibited from selling fraudulent or illegal merchandise and any imported or mass-produced goods. LMS reserves the right to reject any merchandise at any time during the festival.

Vendors are prohibited from purveying or selling any pornographic material or offensive music or merchandise. This is a family festival.

Vendors are prohibited from dealing in pirated music or merchandise. Doing so is illegal.

Vendors are responsible for the behavior of their children. Vendors shall forbid their children from disrupting other vendors and festival customers. Children must be supervised at all times.

Vendors shall be required to have on the premises **at all times** two (2) ABC fire extinguishers (standard size). Failure to have these items may delay the opening of the vendor booth.

Vendors shall be liable for any damage to the festival site and/or other property located at the festival site which may result from vendors' use of their booth space.

Vendor shall comply with any additional rules and regulations set by LMS prior to and during the festival.

Failure to comply with any or all festival rules and regulations of PF, the Town of Paoli or Orange County shall result in a breach of this contract and automatic termination from PF.