



## Food Vendor Contract for Harrisburg Days 2024

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Harrisburg (hereinafter referred to as Lessor) and \_\_\_\_\_ (as Lessee).  
(Name of Business)

Company/Lessee: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email : \_\_\_\_\_ Facebook/Website: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Sales Tax Identification # \_\_\_\_\_

Main Menu Items: \_\_\_\_\_

\_\_\_\_\_

Signature

Dated

Employees working for the food vendor(s) should wear name tags with their name and name of organization.

### **Lessor and Lessee agree that the lease shall be governed by the following terms and conditions:**

1. RATES: \$200.00/per food vendor area/space. Area/Space shall be approximately 15 feet by 30 feet in size.
2. Electricity: **NO / YES** (no additional fee) Electrical access for either 110-volt AC or 220-volt AC.
3. Generator Use: If the lessee chooses to use a generator it must be either a “quiet” version or the lessee must buffer the sound of the generator. The Lessor reserves the right to move the lessee’s location if the lessee’s generator is deemed to be detracting from the general character of the event.

4. TERMS OF PAYMENT: Send signed contract, fee of \$200.00, and proof of insurance remitted by May 1st, 2024 to: City of Harrisburg, PO Box 26, Harrisburg, SD 57032. No exhibitor will be allowed to enter the grounds to set up their space if they have not signed this contract and paid fee.
5. No exhibit shall interfere with the orderly operation of adjacent exhibits. This includes a prohibition on music, special effects and other sound or entertainment without approval by Lessor. Vendors must be in attendance by 4:00pm (CT), Friday, June 7<sup>th</sup>, 2024 for set up. Unless a different time has been agreed upon by the city's representative, Food Vendor space not occupied at this time will be replaced. You must call ahead if your intentions are to set up after 4:00PM.  
Hours of operation – Friday, June 7<sup>th</sup> 5:00pm – 11:30pm and Saturday, June 8<sup>th</sup> 11:00am – 11:30pm
6. Vendors may sell non-alcoholic beverages at their own determined price.
7. Lessee must keep aisles clear and abide by all state and city fire codes.
8. No exhibit shall be dismantled or removed from the event grounds until closing time of Harrisburg Days at 12:00 AM Sunday, June 9<sup>th</sup>, 2024.
9. No food vendor is permitted that does not have at least one person in attendance at all times. Exhibit personnel shall always wear identification during exhibit hours.
10. Food Vendors may not display or disperse any business' information other than that of the Lessee.
11. Lessor or its agents shall not be liable for loss or damage of Lessee's property due to theft, fire, accidents, or other causes, nor for any injury to exhibitors, its employees or agents.
12. Lessee agrees that the purpose of exhibit space is for the positive promotion of the Lessee's product or service. Lessee may sell, display, or give out information.
13. Lessee agrees to submit to the Lessor an itemized list of all items they wish to sell. All food menus must be submitted and approved prior to the event. Duplication of food items may occur.
14. The Lessor reserves the right of final decision and the right (a) to rearrange food vendors in order that competitive exhibitors wherever possible will be set up at specific locations that will not interfere with their individual operations, and (b) to prohibit or remove any exhibit which, in the opinion of the Lessor, detracts from the general character of the event, including persons, conduct and materials. In the event of such restriction, removal, prohibition and/or eviction, the Lessor shall not be liable for any refunds, other exhibit expenses, or any other sums of money by way of damages or otherwise.
15. All decisions pertaining to use, and occupancy of space are within the sole discretion of the Lessor.
16. The Lessor has the right to refuse any vendor's contract.
17. There will be no more than one business per space.
18. No exhibit space shall be offered for use or sublet by a Lessee without the consent of the Lessor.
19. **The Lessee shall have proof of insurance for coverage of \$50,000 per incident, \$100,000 aggregate coverage and/or the Lessee shall indemnify and hold the Lessor and its agents harmless of any damages or injuries the Lessee causes to any third party.**
20. Lessor's contact: City of Harrisburg, PO Box 26, Harrisburg SD, 57032, (email) [harrisburgdays@gmail.com](mailto:harrisburgdays@gmail.com).

**PLEASE SIGN AND RETURN CONTRACT, PROOF OF INSURANCE, AND FEE FOR LESSEE:**

By: \_\_\_\_\_

For: \_\_\_\_\_

Its: \_\_\_\_\_

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

**FOR LESSOR**

By: \_\_\_\_\_

For: City of Harrisburg

Its: \_\_\_\_\_

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