FOOD CART VENDER AGREEMENT

This Agreement is entered into between the Toledo Rotary and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vender”), collectively “Party” or “Parties.”

**NOW THEREFORE**, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Term of the Agreement**. This Agreement shall not become effective until both Parties sign this Agreement and the Vendor provides payment (Section 2) and required document (Section 5). This Agreement is to provide food cart vending services to support the Toledo Rotary Cornhole event on Monday May 30, 2022 from 10:00 a.m. until 4:00 p.m.
2. **Fee.** $100. This fee is nonrefundable.
3. **Termination of this Agreement.** Either Party may terminate this agreement by providing 30 days’ notice to the other Party.
4. **Food Cart Space, Merchandise, & Display Standards.** Rotary will direct the location of Vender’s food cart subject to City of Toledo site plan requirements and with Vender’s input regarding health, safety, and service requirements. Food carts are required to provide their own connections, including adapters, for the permanent power provided. Under no circumstances shall Food Carts operate their generators. Rotary is not liable for any loss or damage to Vendor’s property. Vendor agrees, at its sole cost and expense, to keep its space clean and in a manner satisfactory to Rotary and in compliance with City of Toledo Site Plans. Vender shall not transfer, assign, sublet, or share any booth space without written approval, and any such attempt to do so is automatically void. Vendor shall remove all of its property by 5:00 p.m. on May 30, 2022.
5. **Vendor Documentation.** Vender shall provide documentation of business licenses, permits issued by Lincoln County Health Department, OLCC (if selling alcohol), proof of insurance.
6. **Indemnification.** Vender agrees to indemnify, defend, and hold harmless Rotary, its managers, its members, its affiliates, officers, employees, agents, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Vender, its employees, subcontractors, sublicenses, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its space and/or the activity at the Rotary Cornhole event.
7. **Video and Photography Release.** Vender hereby grants to Rotary the irrevocable and unlimited right and permission to use photographs and/or video recordings of the Vender, Vender’s property, Vender’s intellectual property, on Rotary social medial and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Vender.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement. This Agreement may only be modified by a written agreement that is signed by both Parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement may not be assigned to a third Party without the written consent of Rotary. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Oregon without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of the Circuit Court of Lincoln County, Oregon, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

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| Toledo Rotary  By:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Vender  By:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |