



FOOD CONCESSIONAIRE AGREEMENT

This agreement is entered into and executed this _____ day of _____, 2023 by and between the City of Albany Parks and Recreation Department, hereinafter referred to as City, and the party identified on this form as "Organization/Business" at left, hereinafter referred to as Concessionaire.

CONTACT INFORMATION

Organization/Business: _____
 Contact name: _____
 Address: _____
 Phone: _____
 Alternate Phone: _____
 E-mail address: _____

Please select the concerts you wish to attend.

July 10 July 24
 July 17 July 31

MENU

- Please attach complete menu of items (including prices) to be sold.
- In an effort to encourage a diverse selection of menu items, the Concert Series reserves the right to request menu changes.
- While we encourage diverse offerings, we reserve the right to duplicate items as needed to meet crowd demands.

BOOTH SPACE

- Pictures or a description of booth set-up must accompany application for it to be accepted.

PRICES & DUE DATES

- Applications are due by June 2, 2023.
- Selected vendors will pay \$500 for the series or \$150 per concert.
- All applications must include a \$150 deposit. Selected vendors owe the remaining balance by July 1, 2023.
- Notification of selection will be made by e-mail. Applications that are not accepted will be returned by mail with the \$150 deposit. Failure to submit the entire fee by the deadline will forfeit your deposit and your space.

I. Responsibilities of the Concessionaire

- Concessionaire may serve only food and beverage items that have been approved by Summer Sounds staff. A menu and price must be attached to the application.
- Concessionaire must show evidence of a food vendor's license. Concessionaire is responsible for complying with all Health Department requirements. Including all infectious illness guidelines.
- Concessionaire must be set up and ready for business no later than 6 p.m. on the day of the event and remain open until the conclusion of the concert.
- Concessionaire is responsible for covering and/or taping down all electrical cords, securing awnings, etc. according to safety code.
- Concessionaire is only permitted to use Summer Sounds approved appliances.
- Concessionaire is responsible for supplying all booth items, including appropriate tables or counter space, hand washing buckets, power cords, and appropriate signage. Signage shall include the name of the organization/business, food items for sale, and prices. Summer Sounds will not supply anything except for a power outlet.
- Concessionaire must comply with all Fire Marshal codes and regulations.
- Concessionaire will treat our concert series and event staff with professionalism and respect. Failure to do so could result in termination of agreement, forfeiture of any fees, and asked to leave the event.

II. Responsibilities of the City

- The City will provide Concessionaire with the following:
 - Booth space.
 - Garbage dumpsters in the vicinity of the food court
 - 110v electrical outlets as available
 - Water supply in central location

III. Fees and Charges

- Concessionaire agrees to pay applicable space rental fee.
- Concessionaire agrees to pay \$150 deposit and balance by due date.
- After vendor notification of selection, non-payment of remaining fees will result in forfeiture of space and deposit.
- Failure to participate in the 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.
- No refunds will be given after acceptance.
- You must notify the city 72 hours prior if concessionaire is unable to attend a concert for any reason.

IV. Adherence to Policy

Concessionaire agrees to abide by the City of Albany 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. City will not share your information with a third party unless authorized to do so.

V. Jurisdiction and Venue

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 Linn County.

VI. Indemnification Agreement

The Concessionaire hereby agrees to indemnify and hold harmless the City of Albany, 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 Albany 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.

FOR THE CONCESSIONAIRE:

Name: _____
 Title: _____
 Address: _____
 City, State, Zip _____
 Signature: _____
 Date: _____

FOR THE CITY:

Rose Lacey
 Recreation Programs Manager
 333 Broadalbin St SW Albany,
 OR 97321
 Signature: _____
 Date: _____

