



LOUISIANA FOOD TRUCK FESTIVAL
100 Harbor Center Blvd.
Slidell, LA 70461
(985) 781-3650 FAX 985) 781-3649

Saturday March 25, 2023

2023 Louisiana Food Truck Festival Contract

This application, when accepted by the *Friends of the Harbor and the Louisiana Food Truck Festival*, hereafter referred to as the *FESTIVAL*, is considered a contract between the *FESTIVAL* and the *VENDOR*.

In consideration of the mutual agreements herein contained, and subject to the conditions hereinafter expressed, it is agreed as follows:

1. The *FESTIVAL* hereby grants the *VENDOR* the right to use space as assigned in the Louisiana Food Truck Festival.
2. Food Truck Space Rental is \$175.00. *VENDOR* agrees to pay \$175.00 per space when the contract is signed and returned to *FESTIVAL*. The *FESTIVAL* retains the right to offer any other food vendor the opportunity to participate in the Festival with the same privileges. Should all spaces be filled, a Waiting List will be maintained. Space not reserved and paid within 60 days from receipt for future *FESTIVALS* will be offered to those on the Waiting List on a first come, first served basis.
3. The *FESTIVAL* hereby requires that each *VENDOR* maintain a \$500,000.00 liability insurance policy naming the Friends of the Harbor Center, and the Harbor Center as additional insured. *VENDOR* is required to provide a certificate of insurance 30 days prior to the *FESTIVAL*. *VENDOR* is also required to provide current auto insurance certificate.
4. In order to ensure the quality of the festival, it is mandatory that each *VENDOR* offer for sale, each of the food items approved for sale by the Friends of the Harbor Center. *VENDOR* is not allowed to bring items to sell that are not listed on the contract. The *FESTIVAL* may remove any item not listed on the *FESTIVAL'S* signed copy of the contract. Should *VENDOR* fail to provide said items for sale the day of the festival, said *VENDOR* shall lose his right to have an exclusive food item at the next *FESTIVAL* and may lose his booth for next year, at the option of the *FESTIVAL*.
5. *VENDORS* shall not be allowed to hold Raffles and/or sell Raffle tickets of any kind. This act is prohibited.
6. There will be an additional charge of \$30.00 for any check returned due to *INSUFFICIENT FUNDS*.
7. A proposed menu and photo of Food Truck must accompany all applications/contracts. Contracts will not be approved without proposed menu and Food Truck photo. All menus are subject to approval.
8. Food Truck/Vendor Booths will be assigned on a *FIRST COME, FIRST SERVED BASIS* as the *FESTIVAL* receives payment and contracts, with the *FESTIVAL* reserving the right to move booths as deemed necessary. Contracts become binding after receipt of payment and signed contract and only upon signature of *FESTIVAL* representative. Payments received are *NOT REFUNDABLE* once approved and signed by *FESTIVAL* representative.
9. *VENDORS* may only sell non-alcoholic beverages. *FESTIVAL* reserves the right to manage and contract all alcoholic beverage sales.

10. Booths, other than those provided by the FESTIVAL, must be reviewed and are subject to approval by the Friends of the Harbor Center.
11. Subletting or donation of space, partially or in its entirety, is not permissible without written consent of the Friends of the Harbor Center. This contract is not negotiable and may not be Sold or Transferred.
12. VENDOR agrees to pay all applicable state and local taxes. It shall be the responsibility of the VENDOR to collect and remit taxes to the State and Parish Agents.
13. VENDORS are not to dispose of oil on-site. Any VENDOR disposing of oil on-site, will be billed a \$250 cleanup fee and will not be allowed to participate in subsequent FESTIVALS.
14. **VENDOR must provide a UL Classification of 2A:10BC or Larger (such as 4A:20BC and so on). This is a ABC type Fire Extinguisher(s). Also, all extinguishers must be tagged with an up to date inspection tag that shows that a certified extinguisher company has inspected it.**
15. **VENDORS REQUIRING POWER MUST PROVIDE THEIR OWN GENERATOR OR POWER SOURCE. ELECTRICITY WILL NOT BE PROVIDED BY FESTIVAL.**
16. VENDORS set and break down information will be provided prior to the event.
17. VENDORS must be in their respective trucks/booths the day of the festival no later 10:00 am on Saturday. Booths must be attended at ALL times during festival hours.
18. The FESTIVAL reserves the right to evict a VENDOR immediately for unethical sales or behavior that, in the opinion of the FESTIVAL, would prove harmful to the reputation of the FESTIVAL.
19. Any VENDOR who does not follow the rules set by the FESTIVAL will not be allowed to participate in any subsequent FESTIVALS.
20. The FESTIVAL reserves the right to relocate any VENDOR if it is deemed necessary for the best interest of the FESTIVAL.
21. In the event the Friends of the Harbor Center are unable to hold this Festival at the previously stated location or on the date given, due to any cause whatsoever beyond its control, then, in such event, the VENDOR hereby waives all claims for damages or compensation except for the return of the VENDOR'S payment for rental of space and any required deposit.
22. VENDOR assumes the entire responsibility for and hereby agrees to protect, indemnify, defend and save the Friends of the Harbor Center and the Harbor Center and their employees and agents, harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorneys fees arising out of or caused by VENDOR'S installation, removal, maintenance, occupancy or use of the FESTIVAL premises or any part thereof.
23. VENDOR acknowledges that the Friends of the Harbor Center and the Harbor Center do not maintain insurance covering VENDOR'S property and that it is the sole responsibility of the VENDOR to obtain business interruption and property damage insurance covering such losses by VENDOR.
24. Vendor assumes the entire responsibility for and shall protect, indemnify, defend, save and hold harmless, the Friends of the Harbor Center and the Harbor Center, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property, including any and all costs, expense and/or attorney fees incurred a result of any claim, which many occur or in any way grow out of any act on the VENDOR, including not limited to the installation, removed, maintenance, occupancy, operation and/ or use of the FESTIVAL premises or part thereof.
25. Vendor agrees to select one item from their menu for participation in the "Best of the Fest" competition to be judged by a panel of judges. Vendor further agrees to provide selected dish to the judges for consideration.



Application accepted by approval only

**FRIENDS OF THE HARBOR CENTER
HOST OF THE LOUISIANA FOOD TRUCK FESTIVAL**

100 Harbor Center Blvd.

Slidell, LA 70461

(985) 781-3650 LAFOODTRUCKFEST@harborcenter.org

Saturday March 25, 2023

11:00A.M. - 3:00 P.M.

Please return signed contract, in order to reserve your space **(WITH CREDIT CARD, CHECK, CASH, OR MONEY ORDER). PLEASE PRINT.**

VENDOR'S Name _____ Telephone _____
(NAME OF BUSINESS/ORGANIZATION THAT WILL BE OPERATING BOOTH)

Vendor's Address _____

City _____ State _____ Zip _____

E-mail _____

Contact Person _____ Cell phone # _____

List food items & price to be sold (by approval only) _____

Number of spaces: _____ @ \$175.00

Check enclosed for total spaces and deposit, if required \$ _____

Number of people assigned to work in booth per weekend _____

I have read all the rules and regulations of this contract (attached hereto as Pages 1-3) and agree to be bound by them. With that full understanding, I hereby complete this contract and enclose payment in full payable to:
FRIENDS OF THE HARBOR CENTER.

Name of Organization/Business

By _____
Signature

Date

Approved By _____

Payment Method:

Cash _____ Check _____ Visa _____

If paying by credit card, an invoice will be sent to you via email (including the 4% service fee), which will be paid directly online.