



2023 Food Vendor Festival Contract Mount Vernon Nazarene University Sonfest

Granted: The vendor is granted the right to conduct business at the Music Festival, Sonfest, at Mount Vernon Nazarene University on September 16, 2023.

Compensation: Upon University approval of the application, Vendor agrees to pay the University \$200 for the term of this agreement. Full payment shall be made in full before a space is guaranteed for the vendor. Vendor must be fully set up and ready for inspection at 10:00 AM. Please make checks payable to Mount Vernon Nazarene University.

Term: The term of this agreement is solely for Saturday, September 16, 2023, for the right to engage in business, according to dates and times as defined in this agreement.

Important: Cancellation by Vendor will result in a \$500 fine.

Indemnification: The Vendor agrees to and shall hold the University harmless from, and indemnifies the University against all liability for damage, destruction, theft, or loss of any kind to any property of the Vendor or to injury or death to the Vendor and their agents or employees arising out of the use of the space provided by any person or event, or for property stored on the Festival grounds. Minimum security is available, but not guaranteed. Security will be provided for during the event on Saturday.

Insurance: The Vendor will provide proof of liability insurance in the amount of One Million Dollars with the Mount Vernon Nazarene University as listed as the additional insured, along with the date of the event. Insurance Document(s) must be turned in upon arrival at the event. Failure of the University to receive insurance documentation renders this agreement null and void. Including forfeiture of payment made.

Damage: Vendor agrees to be responsible for and reimburse the University for damages caused by the Vendor or its agents, including equipment malfunction that causes damage. Vendor agrees to be responsible for and reimburse any other property or persons to which they have caused damage.



Inspection: Vendor agrees to make their concession or area of business available to the University for inspection in order to determine compliance with the contract. This is not intended to preclude inspection by the Health Department or other government agencies. Health Department inspection will be held the morning of the event.

Assignment of Space: Vendor space is not guaranteed until the application is approved by the University and payment is made in full. Space will be determined and location decided by the University and will be based on footage required along with electrical requirements Vendor must check in with the University Vendor Chairman upon arrival for space assignment. Vendor will remain in the space assigned for the duration of the Festival and is not permitted to sell, advertise, or dispense products outside of their assigned space.

Limitations: Vendor is not permitted to conduct raffles or games that are unapproved by the University. Vendor is not permitted loud speakers, strobe lights, loud music or voice, offensive signs or materials. Vendor is not permitted to sell, distribute, or give away food items that are not approved. Vendor is not permitted to roam the festival grounds or parking areas to sell products or to promote their business. Vendor is not permitted to place signs or notices in the festival grounds or parking areas to promote their business. Signs are permitted at their place of business such that the signs do not block other vendors or any access or travel way of other concession units.

****PLEASE READ 2023 LIMITATIONS REGARDING PEPSI PRODUCTS****

There can be no promotion of any beverage product that is in direct competition with a similar Pepsi beverage product. This would include, give-a-ways, providing of any promotional item, billboard, banners, poster or similar product that is not Pepsi sourced.

Any sales of beverages by the vendors at Sonfest must be Pepsi products unless there is no direct Pepsi equivalent for that product. For instance the sale of non-Pepsi energy drinks, carbonated beverages, water, etc. is prohibited. But hot coffee whatever the brand would not be, because there is no direct hot coffee product provided by Pepsi. If a vendor normally sells Coke (or other non-Pepsi) products via fountain delivery and not cans or bottles they may do so for Sonfest, **but they have to be dispensed in generic cups or cups that do not promote another beverage competitor.** This is allowed so as not to create a hardship on our vendors



who sell drinks by the cup using fountain dispensing machines while avoiding the appearance that we are promoting another soft drink provider.

Setup and Removal: Concession units must be set up Saturday morning, September 16, 2023 only prior to the festival from 8:00 AM - 11:00 AM. ALL vehicles must be removed from the concession area by 11:00 AM on Saturday, the day of the Festival.

Parking: All Vendors may park in the Chapel Parking lot.

Open for Business: Vendor must be open for business during the festival hours: 12:00 P.M. -9:00 P.M.

Utilities: Sonfest will provide electricity up to 16 AMPS (2000KW) and water. The Vendor must furnish a potable white water hose with a minimum length of 50 feet. Electrical service, if requested, of 120 volts will be provided within 100 feet of the vendor. The Vendor is required to provide suitable, well insulated electrical cable with adequate, legal, current carrying capacity from the electric source to the unit. Vendor is NOT permitted to directly wire and disconnect any electrical service other than 101 volts standard Edison plugs. Only University electricians are permitted to directly wire and disconnect electrical service.

A gray water dumping area will be provided by the University.

Warranty: Sonfest is a rain or shine event. If the event is canceled due to An Act of God, Vendor is not entitled to a refund.

Violations: Any violation of this agreement may result in the termination of the Vendor's business activity until the violation is corrected. At the discretion of the University, serious or repeat violations will result with the permanent termination of the Vendor's business activities and personnel removed from the Festival until the designated time to remove concession units after the close of the Festival on the last day. Termination of the Vendor's business activity does not entitle the Vendor to a refund.

Enforcement of Agreement: The lack of enforcement by the University to cause Vendor to correct any violations of the provisions of this Agreement, or to order the Vendor to cease



business activities until the violation is corrected, or to cease business activities until the end of the Festival., does not denote approval or acceptance of the violation. Correction of any violation may be enforced at any time.

Acknowledgment: Vendor acknowledges that this contract and related documents have been fully read and understood, and agrees to abide by them as written. This agreement is solely by and between Mount Vernon Nazarene University/Sonfest and the Vendor.