Concessionaire Initials _____

A Summer Celebration
CumberlandFest
www.CumberlandFest.org

CumberlandFest 2022 Food Court Contract

Please Print

Name: _____ Phone: _____

Business: _____ Cell Phone: _____

Address: _____ Fax: _____

City:_____State: _____ Zip:_____ E-mail: _____

CumberlandFest and its authorized agents hereby agree to lease space at the food court to the above concessionaire at the CumberlandFest in Cumberland, RI for the date(s) of August 5th, 6th, and 7th, 2022.

The concessionaire agrees to pay CumberlandFest (rain or shine) the amount of $**600.00** for lease of each space for the sale of menu items as described below.

Complete list of menu items to be sold: _____

_____

_____

This contract **must be returned with the deposit** no later than **July 15, 2022**, or the said space will be sold without further notice. The deposit shall be 50% of the total amount of the contract fee. All payments must be completed prior to the event.

The concessionaire shall notify CumberlandFest in writing of its electric power needs no later than fifteen (15) days prior to the event.

Contract Agreement

1. The concessionaire will provide a Certificate of Liability Insurance in the amount of not less than $1,000,000, naming Cumberland Youth Activities Council (CYAC) and the Town of Cumberland, RI as **Additional Insureds.**
2. No part of the contracted space shall be sublet without the written permission of CumberlandFest.
3. CumberlandFest assumes no responsibility for lost or stolen merchandise, damage to property, or other losses incurred for the duration of the contract. Additionally, the concessionaire agrees that no claims will be filed against CumberlandFest and the Town of Cumberland, for any medical, dental, hospital or other expenses incurred because of any accidents occurring in the contracted space.

4. The concessionaire agrees to sell only the items as described above. **The concessionaire will not be allowed to sell beverages.**
5. The concessionaire will be responsible for the knowledge and compliance with all local and state health and safety codes and regulations. If the concessionaire is shut down for failure to comply with all local and state health and safety codes and regulations, CumberlandFest will not issue a refund of any fees paid. Please refer to the Rhode Island Department of Business Regulation web site for license requirements. Their web site can be accessed at: https://dbr.ri.gov/commercial-licensing/mobile-food-establishments-food-trucks.
6. The concessionaire will be responsible to complete a Mobile Food Establishment Application with the Town of Cumberland, online at https://cumberlandri.viewpointcloud.com/categories/1076.
7. I (and my associates) agree not to verbally or physically harass and/or otherwise bother, disturb, threaten, harm, torment, attack, or persecute, etc. any other vendor under any circumstance during CumberlandFest. Any and all disputes must be brought to the immediate attention of the CumberlandFest Personnel. CumberlandFest reserves the right to remove or have removed anyone that harasses or otherwise does not act professionally towards other vendors. No exceptions. No refunds.
8. CumberlandFest and/or its' authorized agents reserve the right to terminate this contract at any time in the event that the concessionaire violates or fails to fulfill the conditions contained herein. No refund will be provided if contract is terminated due to concessionaire's violation or failure to fulfill the conditions contained in the contract.
9. Indemnity. Except for CumberlandFest's gross negligence or willful misconduct, Concessionaire shall indemnify, protect, defend, and hold harmless CumberlandFest, its board members, staff, authorized agents, and volunteers, from and against all claims, personal injuries, illnesses, and/or damages, judgments, penalties, attorneys', and expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the contracted space and sale of concessions. If any action or proceeding is brought against CumberlandFest, its board members, staff, authorized agents, and volunteers by reason of any of the foregoing matters, Concessionaire shall upon notice defend the same at Concessionaire's expense by counsel reasonably satisfactory to CumberlandFest. CumberlandFest need not have first paid any such claim in order to be defended or indemnified.
10. Concessionaire assumes the risk that the hours of the event may be reduced due to inclement weather, acts of God and or public safety issues. As such, Concessionaire understands they will not be entitled to a refund of any fees paid if the hours of the event are reduced.
11. I agree to abide by the Additional Food Court Concessionaire Terms and Conditions below

I have read and agree to all of the terms and conditions contained herein.

Signature of Concessionaire _____ Date: _____

This Contract is void if not signed, dated, and the space reservation deposit returned.

Make Checks Payable to: Cumberland Youth Activities Council (CYAC)
PO BOX 7862
Cumberland, RI 02864

Ernie Labbe – Food Court Chair
Telephone: 401.744.7787
Email: elabbe@cumberlandfest.org

Additional Food Court Concessionaire Terms and Conditions

Please return the following information with the signed contract:

1. Copy of the concessionaire's valid permit to make sales in the state of Rhode Island.
2. Copy of the concessionaire's current Rhode Island Health Department License.
3. Copy of Cumberland Mobile Food Establishment License.
4. Concessionaire's Electrical Requirements.

I understand the festival hours are Friday 6 PM to 11 PM; Saturday 12 PM to 11 PM; and Sunday 12 PM to 10 PM. I commit to staffing my Area for these days and during these hours.

I understand that I am expected to comply with all local and state fire codes, regulations, and the local authorities having jurisdiction. I understand that I will have properly operating fire-extinguishing equipment on site.

I agree to pass a safety inspection by the Rhode Island Department of Health and local Fire Department, and have a copy of my DOH Certificate, if applicable. I agree to properly address all discrepancies found by said authorities having jurisdiction prior to the following day's opening. I agree that other then plugging into the provided receptacle; neither my staff nor I will touch the CumberlandFest electrical system (circuit breakers, etc.).

I agree to collect and pay to the State of Rhode Island the required sales tax, as applicable. I understand that the CumberlandFest personnel are not responsible for the collection and/or payment of any sales taxes.

For the safety of others, I agree to have my area set up and ready, and have all vehicles cleared of the festival area no later than **thirty (30) minutes** prior to the festival's opening times of each day. I agree that my breakdown will begin **fifteen (15) minutes** after the park closes - or when instructed by CumberlandFest Steering Committee Personnel. I agree not to sell or provide services outside of my area.

I agree not to solicit CumberlandFest guests, not to bring any pets (dogs, cats, etc.) to the festival, and that the possession and/or sale of fireworks of any kind including sparklers is strictly prohibited. I understand that CumberlandFest and the Town will not be held responsible for any vandalism, and that the removal of my recyclables, grease, trash, etc. will **NOT** be the responsibility of the CumberlandFest volunteers or the Town as a whole.

Per the order of the Cumberland Parks and Recreation Department:

- **I agree to remove all of my recyclables, grease, trash, etc. from my area and agree to place all such items in the proper recycling and trash containers/dumpsters located at the park entrance before I leave on Sunday night/Monday.**
- **I agree to be held solely and completely responsible for all such items left in my area and will pay all fees (e.g. fines, penalties, attorney fees, cleanup costs, etc.) for their removal and/or placement from my area as described herein.**

I further understand that failure to comply with the CumberlandFest Rules and Regulations may result in my removal from the festival without a refund or further obligation.

Physical Size of Vendor:

Unit #: _____

Footprint Size: _____

Surrounding Space: _____

Electrical Requirements:

KW: _____

Volts: _____

Amps: _____