



The Rotary Club of Hillsborough Foundation Fair Food Service Agreement

This Agreement made the ____ day of _____, 2009, by and between _____ and The Rotary Club of Hillsborough Foundation, Inc (Charities), P O Box 5644, Hillsborough, NJ 08844

Whereas, Charities is holding a fundraising carnival between July 20, 2009 through July 25, 2009 (Event) located at the Hillsborough Promenade in Lowes Shopping Center, Hillsborough, NJ

Whereas, Food Vendor and Charities wish to agree upon Food Vendor providing food service at the Event.

Now therefore witnessed that for and in consideration of the promise hereinafter contained, the parties agree as follows:

- 1. Food Vendor will provide food concession at the Event **LIMITED TO:**
_____ **send list** _____*
- 2. Food Vendor shall pay charities **\$1000.00** for rental of food concessions stand space of 30 running feet during the Event. **First half of payment due upon signing and returning this agreement. The remaining balance will be due the first night of the event.***
- 3. Food Vendor will have insurance for general liability in the amount of \$1,000,000.00 in force during the Event.*
- 4. The Charities is not liable for loss or damage to the property or injury to persons occurring in or about the Vendor's space and the Vendor agrees to indemnify, defend and hold harmless the Charities from any and all claims, liabilities, loss or damage arising out of the Vendor concessions stand space at the Event.*
- 5. Food Vendor will take all steps necessary to maintain the portion of the Event site occupied by them in a clean and appearing manner. All trash and garbage shall be placed in enclosed receptacles provided by the food vendor.*
- 6. **Vendor shall obtain all necessary permits and licenses requested by the Township at Vendor's expense (Board of Health permit required) two weeks prior to event.***
- 7. Vendor shall maintain all equipment in accordance with Township, County, State, health & safety standards, ordinances and regulations.*
- 8. This agreement shall be binding upon the parties hereto, their successors and assigns.*
- 9. The Charities reserves the right to refuse to rent space or withdrawal space from any vendor for any reason. The charities have the right to contract with other vendors to provide vending services of any kind during the same event. Vendor has the right to cancel performance at any time without penalties, except monies paid for rental space will not be refunded by Charities.*

In witness whereof, the parties have signed this agreement the day and year first written.

By: _____
Food Vendor

By: _____
**The Rotary Club of
Hillsborough Foundation, Inc**