



May 13, 2023 - Food Vendor Contract

This Food Vendor contract is between _____ (Vendor) and Mud Creek Antique Mall (MCAM) and Abilene Downtown Antique Mall (ADAM). Each occurrence of Mud Creek Antique Mall and Abilene Downtown Antique Mall Antique Fest is referred to as the "Antique Fest".

This contract represents Mud Creek Antique Mall, Abilene Downtown Antique Mall, and the Antique Fest in downtown Abilene, KS. If you are receiving this agreement, you have been accepted as a Food Vendor. Returning this agreement with payment is the only way to guarantee your space at the market.

Grant of Space

- Upon acceptance of the vendor application, signed contract, and receipt of payment, MCAM and ADAM will grant Vendor the right to use a designated food vendor booth space in the Antique Fest.
- The Antique Fest will take place in downtown Abilene, Kansas, on Kirby Street, NE 100 block of 4th Street, and possibly NW 100-300 blocks of 4th Street, and N 300 block of Spruce Street on Saturday, May 13, 2023, 9:00 a.m. – 4:00 p.m.
- Site plans, specific vendor space assignments and load-in instructions will be forwarded by the Antique Fest via email by May 6, 2023. Providing there are no last minute changes.
- The booth space is provided 'as is'. The vendor must provide any tables, chairs, and tent/canopies as necessary.
- Food vendor booths measure 10' x 20' and are all located outdoors.
- No electricity is available for food vendors.
- Vendor is responsible for operating the booth space in a safe way. For example, the vendor must weigh down or otherwise secure tents and other gear for all weather conditions.
- The vendor's use of booth space is non-transferable. The vendor may not allow anyone else to use the booth space without the expressed permission of the Antique Fest.

Space Decorating

- Tents/canopies are recommended but not required. The Antique Fest requires that tents/canopies must be properly weighed down. Tents and canopies

CANNOT be held down by stakes. No stakes can be driven into the surface of the street.

- Decorating of the booth space must be tasteful and adhere to the theme/image of the Antique Fest.

Vendor Items

- Vendor should list all items being sold in the food booth. Only the items approved by the Antique Fest committee are allowed to be sold.
- Vendor must keep its merchandise in allotted boundaries of the booth space.
- The Antique Fest may inspect Vendor Merchandise at any time to determine that it is consistent with the merchandise represented in the application.

Insurance

- All vendors are responsible for their own liability insurance during the event. The Antique Fest is not responsible for damage, loss, theft or injury at any time during the event.
- Vendors assume all risk and liability associated with an outdoor event including theft and climate weather of any kind.

Payment

Payment may be in the form of a check.

- Full payment is due with your signed contract. The full payment will secure your booth space. All payments are non-refundable. **THERE ARE ABSOLUTELY NO REFUNDS AFTER PAYMENT IS RECEIVED. NO EXCEPTIONS.**
- Each 10' x 20' food vendor space is \$75.

Advertising:

- Any vendors wishing to advertise on their own must do so at their own expense.
- The Antique Fest will advertise the event through social media, newspaper, flyers, online event listings, website, posters, and more.

General Terms:

- The Antique Fest offers no guarantees or warranties of any kind.
- This event will be held in rain, snow, or shine. No refunds will be offered for no-shows, cancellations, emergencies, or any reason.
- There will be no refunds whatsoever if any unforeseen acts of God, weather, terrorism, or war result in the cancellation of the Antique Fest.
- **Vendors must arrive between 6 a.m. and 8 a.m. on May 13, 2023, for load-in and be set up and ready for operation by 9 a.m. (the official opening time of the Antique Festival). All vehicles must be moved from the market area no later than 8:00 a.m. No vehicles will be allowed in the market area after 8 a.m.**

- Vendors must remove all products and equipment at the end of the Antique Fest. Vendors must remove their own trash from the booth space and properly dispose of recyclable and compostable materials in containers provided by the Antique Fest. Vendors must leave their space waste-free and in the same condition as when provided. Our staff will not be directing traffic and it does get chaotic. We do ask that everyone use manners and be polite as we are ALL tired and fussy after a long day of hard work.
- **Vendor must vacate the Antique Fest grounds no later than 7 p.m., Saturday, May 13, 2023. Vendor may not vacate the Antique Fest prior to the official closing time of 4 pm without the express permission of the Antique Fest.**
- **Please make a copy of this contract for your records. Signed contracts will remain at the Antique Fest office.**

Causes for Denial or Revocation of Selling Privileges & Disciplinary Action and Results thereof:

- Any vendor who is not as described or as represented seeks to vacate or refuses to make payment of the proper rental and booth space fees, or ignores the festival operational guidelines will be denied selling privileges and required to leave.
- Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated at the Antique Festival premises and will be cause for denial of selling privileges and required to leave.
- The Antique Fest may impose additional rules and regulations, as deems necessary. The Antique Fest will notify vendor of these additional rules.
- The Antique Fest may revoke this contract, cancelling the Vendor's right to occupancy, if The Antique Fest believes, at its sole and complete discretion that Vendor has violated any of the terms of this contract.
- If the Antique Fest revokes Vendor's selling privileges, or otherwise cancels this contract under the terms listed above, Vendor will immediately vacate under the terms of this contract listed above.

Laws and Permits

- A Kansas food license is required **except for vendors participating SIX DAYS or less a year.** (This does not mean 6 events a year – for instance, if you participate in 2 events and they last two days each, you have used up four of your six days allowed.)
- Vendor must comply with all relevant local, state and federal laws.
- Vendor is responsible for obtaining and paying for all business licenses, permits and taxes that are required for its operation, including state sales tax.
- All vendor sales are limited to the space designated by the event manager for each vendor.
- Food vendors are responsible to make sure they meet Kansas Department of Agriculture health guidelines.

The Antique Fest organized by Mud Creek Antique Mall and Abilene Downtown Antique Mall, Abilene, KS, May 13, 2023. Please return the last page of this Food Vendor Agreement. (Keep a copy for your records.)

I HAVE READ, UNDERSTAND AND WILL COMPLY WITH ALL RULES AND REGULATIONS AS OUTLINED IN THIS APPLICATION.

Description and listing of items sold in food vendor booth:

Applicant's Name: _____ Business Name: _____

Applicant's Signature: _____ Date: _____

CONTACT INFORMATION:

Name of Business: _____ Name of Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

Facebook Page: _____ Website: _____

Payment and information: Please contact Antique Festival if more space is needed.

- _____ **\$75 Outdoor 10' x 20' Food Vendor Space**
- _____ **\$105 Outdoor 10' x 30' Food Vendor Space**

_____ **Check Enclosed. Check #** _____

**Make checks payable to: Abilene Antique Fest
Mail this page and check to: Abilene Antique Fest, 313 N Buckeye Ave.,
Abilene, Kansas 67410**

Antique Fest email address: abileneantiquefest1@gmail.com