



Manistee Main Street DDA's
22nd Annual
PORT CITY STREET FAIR
Food Vendor Agreement
Saturday, September 11, 2010

LOCATION: Downtown Manistee; River Street
DATES & TIMES: September 11, 2009. 10:00am - 7:00pm
SPACE: Approx. 12' x 15' - all exhibits shown at vendor's risk. Tables & chairs not provided.
SET UP: September 11, 7:00 a.m.-9:30 a.m. All vehicles must be off the street by 9:30am.
TEAR DOWN: September 11, starting at 7:00pm, must be finished by midnight.
FEE: \$75.00 for full-service menu, \$45.00 otherwise - if submitted prior to July 23, 2010.
\$95.00 full service / \$65 otherwise - if submitted between July 23 and August 13, 2010.
MUST BE PAID IN FULL IN ADVANCE

Applications will be reviewed as received and accepted or rejected on first come first served basis. For questions concerning the Port City Street Fair please contact Travis Alden, Manistee Main Street DDA Director at at 231-398-3262 or talden@manisteedowntown.com. Please read the entire agreement.

CUT ALONG LINE

Please return this section with your check. Type or print legibly.

OWNER/CONTACT PERSON: _____

BUSINESS NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

AMOUNT ENCLOSED: _____ SALES TAX #: _____

TYPES OF FOOD/DRINK/PRODUCTS TO BE SOLD: _____

Authorized Signature

Date

This contract must be signed and returned no later than August 13th (see above for fees) to:

Port City Street Fair - c/o Manistee Main Street DDA

PO Box 358 - 70 Maple St. Manistee, MI 49660

Make check payable to: Manistee Main Street DDA

Please also send any photos of your product(s) as well as a sketch of typical booth setup

(DO NOT WRITE IN THIS SPACE)

Total Fee _____ Date Paid _____ Check # _____

Approved by _____

2010 FOOD VENDOR AGREEMENT

VENDOR hereby contracts with the Manistee Main Street DDA (MSDDA) for vending space at the 2010 Port City Street Fair as follows:

1. VENDOR agrees to use and pay for booth space as described. VENDOR agrees to accept space assigned and will not sub-let to anyone else.
2. Neither the MSDDA, the Port City Street Fair Committee, nor the City of Manistee will be responsible for any injury which may arise to VENDOR, their employees, agents, guests or customers; or for the loss, theft of or damage to any food, display, merchandise, samples or vehicle from any cause whatsoever while in transit to or from, or while participating in the Port City Street Fair. By executing this contract, VENDOR agrees absolutely and irrevocably to waive and release any claim it may have against the MSDDA, the Port City Street Fair, the City of Manistee, their officers, officials, agents or employees.
3. When ACTS OF GOD or any other causes not within the control of the MSDDA, the Port City Street Fair, or the City of Manistee make it impossible for the VENDOR to occupy the event premises, then in such case the MSDDA, the Port City Street Fair, and the City of Manistee, their officers, officials, agents or employees are jointly released from any and all claims for damages which may arise as a consequence thereof.
4. The VENDOR also agrees to the following conditions of this contract:
 - A. All vendors are responsible for the collection and remittance of Michigan sales tax.
 - B. Set up shall be completed between 7:30 a.m. and 9:30 a.m. September 11, 2010.
 - C. Generators must be soundproofed. The event coordinators will determine acceptable noise levels.
 - D. Only merchandise specified in contract may be sold.
 - E. Booth sharing by VENDORS is not permitted.
 - F. The VENDOR agrees to use qualified labor at all times.
 - G. Food, merchandise, samples, exhibits and vehicles may be removed from Downtown Manistee beginning at 7:00 pm on September 11 and no later than 12 am on September 12, 2010. **Note: the downtown merchants are working to have all shops on River Street remain open until 7:00pm to extend the prime purchasing hours for both shops and vendors. We appreciate your cooperation in also staying open until 7:00pm.**
 - H. The MSDDA, Port City Street Fair staff and/or the City of Manistee shall be entitled to close any vendor or exhibit at any time for failure of VENDOR to perform, observe and comply with any term set forth in this contract.
 - I. VENDOR shall not be entitled to a refund or any part of any fee should he/she, for any reason, be unable to participate after acceptance.
 - J. If for any reason the event management determines that the location of the Vendors should be changed or dates should be changed, event management reserves this right.
 - K. All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.
 - L. VENDOR will cooperate by keeping Vendor area clean. NO DUMPING IN THE STREET RECEPTICLES.
 - M. NO WATER OR ELECTRICITY is provided for vendors during the event.
 - N. The Port City Street Fair will accommodate as many arts & craft vendors as space allows. Vendors with merchandise that directly competes with existing downtown Manistee businesses may not be accepted.
 - O. **Food VENDORS shall have appropriate license, insurance, and local health department permit.**
 - P. The Manistee Main Street DDA reserves the right to refuse vending space.