**Freedom Festival**

**Contract for lease of outside vendor space - Food**

Dates: June 20, 21, & 22 of 2024

The Freedom Festival hereby leases vendor space on the above dates to the following: **(PLEASE PRINT LEGIBLY)**

**CONTACT INFORMATION:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address or PO Box: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RATES: Rates are for ONE unit. Vendors using multiple tents, etc., must notify the Freedom Festival no later than May 20.**

\_\_\_\_\_\_\_\_\_Food $250.00 This includes water and electric.

 Water: YES NO

 Electric: YES NO

For individual and exclusive use, space described as:

FOOD TRUCK TENT TRAILER

**VENDOR WILL BE SELLING:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This information will help the Festival Board avoid having vendors with duplicate it

Front footage needed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # of amps for electric: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The agreed price for lease of this space is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Deposit Deadline: April 7, 2024**

**Payment due in Full by: Monday, June 3, 2024 at Close of Business**

1. No subletting permitted without the written consent of the Freedom Festival.
2. The display of all signs, pictures, the distribution of all advertising matter & literature of any nature, the installation of all decorations, and the alteration of the appearance of the space herein leased shall be subject to the supervision and ultimate control of the Freedom Festival at all times.
3. All selling must be conducted inside the lessee’s space. Lessee’s salesperson and other employees must not block midway or walkways or solicit form any other place than the space rented by them. The use of loudspeakers or other amplified equipment shall be subject to control by the Freedom Festival. Vendors offering samples must display the proper permits from the Noble County Health Department in their booth.
4. In the event a mistake regarding contracted space is made, the Freedom Festival reserves the right to make a change in the space as it deems necessary.
5. All vendors/exhibits are expected to be opening during set times.

a) Thursday, 4pm-10pm

b) Friday, 4pm-10pm

c) Saturday, 10am-6pm. Vendors have the option of remaining open until the conclusion of the fireworks display. For safety reasons, there will be no teardown permitted from 6pm until the conclusion of the fireworks display.

1. No exhibit shall be dismantled or removed until the closing date of the Festival. Vendors may prepare to exit the Festival area at 6pm or will have to wait until after the fireworks display.
2. All electrical hookups or installations must have the approval of the Freedom Festival electrician. The Freedom Festival Electrician must approve the electrical load. Any additional cost for wiring will be determined by him or her.
3. Lessee agrees that all exhibits, displays, materials, products, and sales shall be consistent with the advancement of the purpose of the Festival and, if not, will be removed and subject to the settlement at the exclusive determination of the Freedom Festival.
4. The Freedom Festival assumes no liability for loss of property or by reason any claim for personal injury. The lessee herein releases and discharges the Freedom Festival, its Board, its members, and their successors from liability of any nature and agrees to indemnify said parties from any and all liability by reason of injury to property and/or persons, up to and including death, which may occur within or upon the premises herein described in any manner connected with use thereof by lessee.
5. Certificate of insurance for liability and property damage in and around acceptable to the Freedom Festival. The certificate must show the Freedom Festival as an insured. THIS CERTIFICATE MUST ACCOMPANY THIS CONTRACT. Please bring a copy of the permit from the Noble County Health Department and a copy of your Serve Safe certificate.
6. The Freedom Festival reserves the right to lease duplicate vendors.
7. The lessee hereby agrees to strict compliance with I.C. 22-9-1-10 (Section 10 of the Indiana Civil Rights Act) and further agrees that failure to comply with said law will constitute a material breach of this contract, and that any liability for violation by you, your agents, employees, subcontractors, their agents and/or employees, shall be answered for by you. Further, in compliance with I.C. 22-9-1-2, all goods services, and/or facilities are to be provided without regard to race, religion, color, sex, national origin, or ancestry and failure to comply with this requirement constitutes and assumption of any and all liabilities for failure to comply by you, your agents, employees, subcontractors, their agents and/or employees.
8. The undersigned hereby agrees to every provision set forth in the above contract for lease of space.
9. It is further understood and agreed upon by the two parties, in the event that either Lessor or Lessee defaults in any aspect of the agreements stated within this contract, then the defaulting party will be liable to the non-defaulting party for all court costs, including attorney’s fees expended to enforce the terms of this agreement by the non-defaulting party.

Freedom Festival by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remit to: Freedom Festival

 PO Box 316

 Avilla, IN 46710

 Phone #: Julie McBride 260-242-3535 or 260-349-8403

Payment may be made with Personal or Cashier’s Check, or Venmo.

**PLEASE MAKE CHECKS PAYABLE TO THE FREEDOM FESTIVAL.**

**Venmo: @freedom\_festival**

Please contact the Freedom Festival with any questions at: avillafreedomfestival2014@gmail.com

 Updated 01/2024