

FIREWORKS ROAMING SALES ONE DAY VENDOR AGREEMENT

Vendor Company Name: _____ Contact Person: _____

Address: _____

Phone Number: _____ Cell/Home Email: _____

This agreement is made this _____, 20____, between the Linton-Stockton Chamber of Commerce, Inc., hereinafter called "Manager", and _____ hereinafter called "Vendor".

1. Manager sponsors an event commonly known as the "Linton Freedom Festival" (hereinafter called "the festival"), which includes the **fireworks, carnival and concessions located in the downtown Linton area and at Humphrey's Park (aka "Linton City Park"**.
2. Manager desires to manage and license space to vendors in return for a set fee of **\$150.00**.
3. Vendor is a provider of _____ and desires to sell products at the Fireworks display, for the day of _____, the same duration of the vendor license; and is willing to accept licensed and assigned vending space for set fee.
4. The parties desire to memorialize their agreement in writing.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. **GRANT OF LICENSE.** Manager licenses to Vendor, and Vendor accepts the license from Manager, of **roaming sales** before, during and after the Fireworks for said date.
2. **TERM OF LICENSE; PAYMENTS.** Vendor shall make the following payments to Manager:
 - A) Vendor's license shall run _____, 20____ from _____ o'clock to _____ o'clock.
 - B) Vendor shall pay to Manager the full amount of license fee owing for the license term, at the time the contract is signed. \$150.00 covers two Vendor Permits. Additional Vendor Permits can be purchased for \$25.00 per permit.
 - C) All Vendor permits must be clearly displayed on the left chest of each permit holder. Failure to comply will result in an immediate revocation of all permits.
 - D) Any and All Linton Freedom Festival Taskforce personnel, James Gang Amusements and/or Linton City Police have complete authority to police all vendor permits and vendor agreements.
 - E) No permit refunds in case of inclement weather or any other act of God.
3. **INDEMNIFICATION.** Vendor shall hold Manager safe and harmless from any claims, injuries or losses, including court costs and legal fees if incurred in the defense of a claim resulting from Vendor's operation. In addition, Vendor will hold City of Linton and their employees and any volunteers and staff associated with the Linton Freedom Festival and Linton-Stockton Chamber of Commerce safe and harmless of any claims; injuries or losses, including court costs and legal fees incurred as a result of or relating to an/or participation in the event known as the Linton Freedom Festival.
4. **ENTIRE AGREEMENT.** This agreement represents the entire agreement of the parties. The parties may modify the terms hereof by agreement, in writing and signed by the parties. This contract is executed in the city of Linton, Indiana, and shall be construed according to the laws of the State of Indiana.

Manager: LINTON-STOCKTON CHAMBER OF COMMERCE, by: _____
(Chamber Director, Printed)

Signed this day: _____ by: _____
(Date) (Signature)

Contact Info for Manager: L-S Chamber of Commerce P.O. Box 208, 159 1st Street NW, Linton, IN 47441
812.847.4846 info@lintonchamber.org

Vendor: _____ by: _____
(concession booth name) (Vendor signature)