

**THE 2017 MEMPHIS MUSIC AND HERITAGE FESTIVAL  
LETTER OF AGREEMENT  
FOR FOOD VENDORS**

An Agreement is hereby made between the Center for Southern Folklore, Inc. (Center) and \_\_\_\_\_

for participation in the **2017 Memphis Music and Heritage Festival**, being held in downtown Memphis, Tennessee Saturday - Sunday, **September 2–September 3, 2017**.

**The Participant Agrees:**

1. To participate in the **2017 Memphis Music and Heritage Festival** being held in Memphis, TN, on the Main Street Mall location where the Center designates the particular vendor's set area to be. The Festival area on Main Street is located between Peabody Place and Union Avenue. The vendor area will be set within those street boundaries, at the Center's designation.
2. To pay \$300.00 for a 10 x 10 booth space, \$500 for a 20 x 10 booth space. Vendors may set up booth space for MMH Festival vending on Friday, September 1.
3. To pay \$30.00 for 500 watts of electricity or \$60.00 for exceeding 500 watts.
4. To supply cooking equipment and refrigeration if needed. The Center will make available one hose bib (spigot), but vendor is to supply hoses as needed.
5. To have property loss, personal injury, and liability insurance naming the Center as an additional insured. You should have minimum liability coverage of \$1,000,000.00 for bodily injury and \$250,000.00 for property damage. Check with your insurance agent to see if your policy will cover you for this event or if it needs to be extended. While we are confident that no accident will occur, we do require that vendors be properly insured. The Center will not provide insurance coverage for participants or vendors, nor will it be held responsible for personal injury, property loss, or liability. Without evidence of insurance before the festival begins, you will not be allowed to set up. There will be security during the operation of the Festival; however, the Festival's security is in no way responsible for any loss, liability, etc. The Center for Southern Folklore, the City of Memphis, Peabody Place Gold, C.B. Richard Ellis, Memphis Convention & Visitors' Bureau, and the Downtown Memphis Commission will not be held responsible for personal injury, loss or damage to property or belongings of vendors. The Center for Southern Folklore will not provide liability or property loss insurance coverage for vendors.
6. Not to tamper with any electrical connection provided for vendor by the Center.
7. To sell items, portions, and beverages only at the prices approved by the Center. This is necessary to insure the proper mix of foods sold at the Festival and to generate the most income for the vendors.
8. To use only 16 oz. beverage cups.

9. Not to sell, give away, or consume alcoholic beverages or drugs on the Festival premises.

10. To collect all applicable sales taxes and remit same to governing authorities.

11. To pay all fees including reasonable attorney's fees, in connection with the enforcement of this agreement.

12. To cooperate with the Festival's food concessions coordinator.

13. To sell food and beverage products only of the highest quality and provide sufficient supplies and product to continuously provide for sale to the public.

14. To operate only the appliances which vendor submits in this agreement. VERY IMPORTANT! PLEASE COMPLETE!

<b>QTY.</b>	<b>APPLIANCE</b>	<b>VOLTAGE</b>	<b>AMPERAGE</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**(CONTINUE ON BACK IF NEEDED)**

15. To sell only those items and portions at the prices approved by the Center as specified below:

<b>ITEM</b>	<b>PORTION SIZE</b>	<b>PRICE</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**(CONTINUE ON BACK IF NEEDED)**

16. To sell cups of ice for \$1.00 for 16 oz. and water for \$2.00 per bottle

17. To have one 20AB fire extinguisher on site at all times.

18. To operate 11:00 AM to 11:00 PM each day.

19. To agree to the following: To facilitate cleanup, vendor will be allowed to pull one vehicle into concession area for purposes of loading and unloading prior to and after the stated hours of the event. Vendor is responsible for keeping outdoor vending area clean and free of food prep waste and spills (cooking oils, batters, etc.). Any vendor found dumping non-water items into public drainage, damaging paving if applicable, or neglecting to keep area clean will be fined \$200.00 or more for professional clean-up services. **There will be a daily inspection of all concession areas for violations.**

20. To abide by all rules established by the Center prior to and during the Festival.

**The Center for Southern Folklore Agrees:**

21. To provide electric service of either one 220v/50amps or one 110v/30amps for \$25.00. Anyone requiring additional 110v or 220v service will be charged \$50.00 per additional service outlet up to 50 amps for the proper operation of the stand. Center will be the sole judge in this matter.

22. To reserve the right to evict vendor due to any breach of this agreement, without refund of any fees paid; however, vendor will still be bound by all provisions of this agreement.

23. To reserve the right to have wiring in vendor's space inspected and brought up to standard by Center's electrician, vendor to pay all costs.

24. To reserve the right to continue or cancel the event due to inclement weather or any acts of God with no refund of fees.

This agreement shall be binding upon the parties hereto, their heirs and successors; however, this agreement is not assignable by either party.

This agreement contains the entire agreement between the Vendor and the Center. No other representations have been made and no modifications shall be made by either party without the written consent of both parties.

The Center and Participant(s) agree to the terms and conditions of this Agreement by signing below.

\_\_\_\_\_  
Food Vendor

Judy Peiser  
Executive Producer  
Center for Southern Folklore, Inc.

\_\_\_\_\_  
Booth Name

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date