



Utica's Gasoline Alley

Utica Parks and Recreation
 7550 Auburn Road
 Utica, MI 48317
 (586) 739-1600

FOOD VENDOR OPERATOR AGREEMENT

| | | | |
|----------------------------------|--|------------|--|
| Business Name | | | |
| Food Court Operator | | | |
| Address | | | |
| Business Phone | | Cell Phone | |
| E-mail Address | | | |
| Items to be sold or represented: | | | |
| Event | | | |

FOOD VENDOR AGREEMENT

The City of Utica, henceforth referred to as the "licenser", will be presenting an event at Downtown Utica, Utica, MI.

- This agreement is valid from (date of event) August 10th 2019.
- The licenser will provide an unsheltered space on the festival premises at the cost of **\$100.00 for the Gasoline Alley event only**. Application fee must be paid prior to event.
- The licenser agrees to provide reasonable physical security but will accept no responsibility for loss or damage to items on the premises.
- The licenser will assign the location for the food court vendor based on what is sold or represented and on a first come, first served basis.
- The licenser retains the right to exclude display or sale of any item deemed inappropriate or illegal.
- This food truck vendor will **not** be selling or dispensing alcoholic beverages on the grounds during the time span of this agreement.
- The licenser will maintain control and responsibility for the actions of all person or employees operating this concession business as they relate to the Liquor Control Act and Rules or violations of the Act and Rules.
- The licenser retains control over all portions of the licensed premises.
- The licenser grants the food vendor the right to use the site facilities for the preparation and sale of food but the licenser will not be leasing or renting any portion of the premises.

- The food vendor must comply with all Macomb County Health Department Regulations. All retail food vendors MUST have a permit from the Macomb County Health Department 30 days prior to the event. Application and payment for the permit must be sent directly to the Health Department. For questions or an application call the Health Department at 586-469-5236.

RELEASE AND WAIVER OF LIABILITY

- I hereby apply to participate in the _____ promoted by the Utica Parks & Recreation Commission and the City of Utica.
- I hereby fully and forever release, discharge, and agree not to sue the City of Utica or any event sponsors, officers, directors, agents, employees, representatives, and successors for any and all claims caused of action or liability for any injury, loss or damage sustained or incurred by me arising out of or in any way associated with my attendance at or participation in the event, including all claims, causes of action or liability arising out of the negligence of the event sponsors, their agents or representatives.
- I agree to indemnify and hold harmless event sponsors, their agents or representatives from any loss, damage or expense sustained or incurred by them arising from any such claims, cause of action or liability, whether brought by me, anyone acting on my behalf, or anyone else because of conduct attributed to me.
- This agreement shall be construed and interpreted according to the law of the State of Michigan.
- I understand and agree that this Release and Waiver shall be binding upon my heirs, assigns any personal entity acting upon my behalf, including a parent, guardian, or next of kin.
- Food concessionaires will be required to set up as directed.

SIGNED (Concession operator)

Signature: _____ Date: _____

Please sign and return this agreement/vendor statement, a SASE, along with check or money order made payable to:

City of Utica, 7550 Auburn Road, Utica, MI 48317

Keep a copy for your records