

## 2018 TOSA FEST VENDOR AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Wauwatosa Village Task Force, Inc., a 501 c 6 non-profit corporation (hereinafter referred to as "Task Force") and

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whose address is \_\_\_\_\_  
(hereinafter referred to as the "Vendor").

### Recitals

WHEREAS, the Task Force will sponsor and conduct TosaFest, a festival to be held in the Village area of Wauwatosa, September 7<sup>th</sup> and 8<sup>th</sup>, 2018, and

WHEREAS, the Task Force wishes to arrange for participants in TosaFest by vendors properly equipped, experienced and prepared to do such street vending, and

WHEREAS, Vendor wishes to provide street vending services more particularly described below during the TosaFest,

NOW, THEREFORE, in consideration of the above premises and in consideration of the promises hereinafter stated.

### **It Is Hereto Agreed As Follows**

- 1.SALES:** Vendor agrees to sell items as listed on the 2018 Vendor Arrangements sheet at a location in the Village of Wauwatosa as designated by the Task Force on September 7th, 2018, from 5:30pm to 11:00pm, Sept. 8th<sup>th</sup>, 2018 from 11:00am to 11:00pm. Vendor agrees to sell all beer, soda and water products at the approved price set by TosaFest and only with the explicit permission of TosaFest. Vendor agrees to be set up and ready to operate for all scheduled hours of TosaFest. Vendor agrees to operate in accordance with all applicable ordinances of the City of Wauwatosa and other applicable rules of governmental agencies.
- 2.CLEAN UP:** Vendor agrees that at the conclusion of TosaFest vendor will immediately remove his equipment from the City of Wauwatosa Village area location and shall leave the immediate area in a clean condition. Vendor agrees to provide their own trash containers or bags for removal of waste from the preparation of their item(s) to be sold. This waste may not be disposed of in receptacles meant for public use. Vendor agrees to keep their immediate area clean at all times during the festival and at the end of each day. All oil and grease refuse must be taken with the vendor at the conclusion of TosaFest. Task Force shall retain all of the gross sales until Vendor's area is cleaned. Task Force will assess a fee of \$200.00 if Task Force has to clean Vendor's area. In addition, vendor agrees to pay any cleanup fees assessed by the City of Wauwatosa as a result of vendor's oil spillage.
- 3.INSURANCE:** Vendor warrants and represents that Vendor has Comprehensive General Liability including Products Liability, Contractual Liability and Personal Injury in the amount of at least \$500,000 Combined Single Limit. Vendor will keep such insurance in force at least one day before the first day of the start of TosaFest, and end no earlier than one day after the last day of TosaFest (2018), and provide a Certificate of Insurance naming the Wauwatosa Village Task Force as an additional named insured. Vendor agrees to hold Wauwatosa Village Task Force harmless from and shall, at Vendor's expense, answer or defend any action, claim, suit, demand or proceeding instituted against the Wauwatosa Village Task Force for

any loss, damage, or injury sustained by any individual, firm corporation, or person, directly or indirectly, arising out of, or in connection with, comprehensive general liability and/or products liability and/or negligent acts or omissions. This agreement is continuing and shall be in full force and effect and shall be binding upon the Vendor for the time and/or dates stated or implied in this agreement.

4. **COMPENSATION:** Task Force agrees to pay the Vendor after closing on Saturday, September 8<sup>th</sup>, 2018, provided their site at TosaFest is completely clean and cleared of all waste, a sum equal to the gross sales less twenty percent (20%). TosaFest shall retain twenty-five percent (25%) of Vendor's gross sales in the event that Vendor does not operate the full scheduled hours of TosaFest. **TosaFest shall retain 50% of Vendor's gross sales in the event it is discovered that vendor has accepted cash or charges in lieu of tickets.** Vendor will also forfeit their right to vend at the 2019 TosaFest. Such gross sales shall be calculated to exclude Wisconsin State and Local Sales Tax. All sales shall be made only in exchange for TosaFest food/beverage/activity tickets and the Vendor shall be paid by TosaFest only in exchange for such tickets. In the event Vendor fails to operate at TosaFest and fails to notify Tosafest at least 45 days prior to the start of Tosafest all deposits paid by Vendor will be forfeited.

5. **FESTIVAL PERMIT:** Vendor expressly understands and agrees to operate, for the dates of TosaFest, under the permit granted by the City of Wauwatosa to the Task Force and the Task Force agrees that Vendor shall have the privileges of operating under such permit. This permit does not include or cover any food/vending permits that may be required by the city. It shall be the sole responsibility of the vendor to obtain all Wauwatosa and/or State of Wisconsin permits as may be needed to sell food and beverages as a temporary food vendor. This may include but is not limited to Temporary Event licensing as well as beer and alcohol license extensions. Application forms are available through the Wauwatosa City Clerk's Office. All licensing must be completed at least two weeks prior to the start of TosaFest. Inflatable and ride vendors are responsible for obtaining all necessary licenses as required by State and Local ordinances. A copy of these licenses must be submitted to Tosafest at least one week before the start of the festival.

6. **MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives. This Agreement shall be made under the laws of and shall be interpreted in the courts of the State of Wisconsin. This Agreement contains the entire agreement between parties and may not be amended other than by written agreement signed by each of the parties hereto.

Executed at Wauwatosa, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
*Vendor Representative*

By: \_\_\_\_\_  
*Wauwatosa Village Task Force, Inc.*

Vendor Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Vendor Email Contact: \_\_\_\_\_