

**Livingston County Fairgrounds  
Total Solar Eclipse**

**Food Truck Vendor Contract**

**Organizer:** Livingston County Ag Soc. & Fair, Caledonia Fire Department, J.W. Jones Hall and in part Livingston County Tourism

310 Leicester St, Caledonia, NY 14423

**Vendor will participate in:** Livingston County Total Solar Eclipse Celebration

**Dates:** April 6th – 8th, 2024

“You” means the Vendor. “We”, “Us”, and our means the Livingston County Ag Soc. & Fair, Caledonia Fire Department, J.W. Jones Hall and the Livingston County Tourism. “Event” means the Livingston County Fairgrounds Total Solar Eclipse Celebration. You and we agree that:

1. You will be present and fully operational to provide the services at the event. We will provide you with a designated space from which to provide your food service. You will have all required permits, insurance and licenses, including but not limited to Livingston County Health Dept. food service permit.
2. You will provide all food, merchandise and staff, provide services from 11am–5pm on each day. All on site rules and instruction will be followed, including but not limited to the attached terms and conditions.
3. You will provide the food and/or beverage listed in the contract. You will not sell or display/provide any other kinds of merchandise. We can remove any merchandise that we have not approved. We will not be responsible for safeguarding any removed merchandise.
4. Any security we provide is for our sole benefit. You take all risk of loss or damage to your merchandise or other property, no matter how it is caused. If you property is lost, stolen or damaged, you will not look to us for payment or reimbursement.
5. You agree to pay Livingston County Ag. Soc. & Fair (Liv Co Fair) \$375.00 (\$125 non-refundable with contract, remaining \$250 due 30 days before the event March 6th) for your participation in the event.
6. Any changes to this Contract must be in writing and signed by both parties.

**Proposed Food/Beverage/Merchandise:** Please list your anticipated menu

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**Vendor Address and Contact (Phone and Email) Information:**

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**Terms and Conditions**

1. Vendors will arrive for set up at the event in enough time to properly setup in the space provided prior to the publicized event start time.
2. **Weather:** The Event will operate rain or shine; however, the event may be cancelled due to unforeseen circumstances as determined in our sole and absolute discretion. Notification of cancellation will be provided by the morning on the date of the event.
3. **Merchandise:** We reserve the right to approve and deny merchandise/produce/goods that have not been approved through the proposal. We, our agents or volunteers will not be responsible for safeguarding merchandise.
4. **Health Inspections:** Vendors must provide proof of Health Dept. Certification before setup on the event site. Vendors are expected to follow all rules and regulations as set forth by Livingston County.
5. **Media Release:** By signing this Food Vending Contract and by participating in the Event, you agree to the following: I hereby give my consent to all photographs and recordings for possible use by us for promotional purpose, determined by us now and in the future.
6. **Trash:** Trash receptacles will be placed throughout the event site for use by attendees. A dumpster will be provided on the facility. Vendors will be responsible for all trash to be bagged and will be picked up daily.
7. **Indemnification:** You agree to indemnify, defend and forever save and hold harmless Livingston County Ag. Soc. & Fair, Caledonia Fire Department, J.W. Jones Hall, Livingston County Tourism and related entities/volunteers, from and against any and all damages, claims, losses, actions and causes of action, which any one of the indemnities may suffer or incur arising from your acts or the breach of any agreement, obligation, or for claims not closely related to our duties under this agreement, except to the extent such claims arise from our negligence or willful misconduct. The forgoing indemnification shall survive any termination or the expiration of this contract.

**Mail to: Livingston County Ag. Soc. & Fair**  
**PO Box 85**  
**Caledonia, NY 14423.**

**Vendor**

**Name of Business:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please contact Michelle with any questions or concerns (585) 245-1626.**