



COMMEMORATIVE AIR FORCE AIRSHO 2010 FOOD VENDOR BOOTH CONTRACT

The State of Texas)

) KNOW ALL MEN BY THESE PRESENTS:

County of Midland)

This contract is made by and between the parties hereto and for the purposes and privileges expressed herein.

The Parties to the agreement are the Commemorative Air Force, a non-profit corporation located at the Midland International Airport, Midland County, Texas, hereinafter referred to as "CAF" and _____ hereinafter referred to as "Vendor".

STIPULATIONS OF CONTRACT:

Upon acceptance of this contract by the CAF, Vendor has agreed to operate a food booth that will be located on CAF/Airport premises during the period of October 9-10, 2010.

Vendor agrees to sell the listed items below for the consumption of the general public and further agrees that all prices for such items will be posted in clear view of the consuming public. Items to be sold:

Major Food: _____

Secondary Food: _____

Drinks: _____

Only the items listed above will be allowed to be sold. You will be contacted by the Food Vendor Committee on any items that have been sold out or are not allowed in Vendor's booth.

Vendor will not sell alcoholic beverages of any kind. All water will be sold at \$2 per bottle. **Vendor will be required to purchase ICE exclusively from the CAF at a trailer on the premises.** No other ICE vendor may be used during the duration of this contract.

Vendor will pay the sum of \$ _____ for rent of _____ booth space(s) outdoors, to the CAF as full recompense for the vendor privilege, **\$300 deposit** to accompany this application, and the balance due on or before September 3, 2010. No refunds after September 3, 2010.

Vendor will also provide a **SEPARATE \$100.00** refundable clean-up deposit with this contract. This deposit will be returned to vendor at check out when his/her space is satisfactorily inspected by a Food Vendor Coordinator on October 10, 2010. If vendor fails to have booth space checked before departure the deposit will be forfeited. Any payments returned by the bank for ANY reason will void this contract and Vendor will lose all rights to participate in this or any future shows.

Vendor agrees to be totally responsible for payment and/or costs of all licenses, taxes and fees incurred as a direct result of this agreement. Vendor further agrees to save, indemnify and hold harmless the **CAF and Western National Bank**, its employees, officers, agents and members, their heirs, successors or assigns with regard to any claims, actions, events, litigation, or adverse results regarding the consumption or use of the products made and/or sold by the Vendor during the terms of this agreement. Vendor will provide the CAF a Certificate of Insurance in the amount of \$1,000,000.00 or greater with the **CAF and Western National Bank** as an additional insured no later than September 3, 2010, that would indicate it being current during the October 9-10, 2010 engagement.

Vendor agrees to confine his/her operation to the location and space as designated by the CAF AIRSHO 2010 Food Vendor Committee. **NO electricity is provided.** Vendor must supply own generator, at Vendor's expense, if needed. Vendor agrees to keep all litter clear in the vicinity of Vendor's location during the terms of this agreement.

Vendor agrees and understands that this agreement in no way allows the contracting Vendor to sublet, loan or provide space usage to another person, persons, group or organization.

Vendor agrees not to operate any loud-speaker system, radio or television at the assigned location during the terms of this agreement, nor shall the Vendor distribute or allow to be distributed any printed matter of any kind either from said location or from any other area of the property under the control of the CAF. Vendor further agrees that no bills, signs or other posted materials other than prices, product description and Vendor sponsor name will be posted for public view.

Vendor agrees to have all equipment, fixtures and other related items and materials in place and fully constructed and operable, save and except perishable items, by no later than 7:00 p.m., local time, October 8, 2010. Vendor agrees to operate said facility between the hours of 9:30 a.m. and designated time of 7:00 p.m., 7:30 p.m. or 8:30 p.m. depending on Vendor booth space, on Saturday, October 9, 2010, and from 9:30 a.m. to 5:30 p.m. on October 10, 2010. Failure to operate between agreed times shall constitute default in the terms and conditions of the agreement unless otherwise directed by the CAF AIRSHO Food Vendor Committee. Vendor further agrees to remove booth and support equipment from CAF premises by no later than 7:30 p.m. October 10, 2010.

CAF agrees to provide to Vendor six (6) armbands for admission to CAF AIRSHO 2010.

TERMS OF AGREEMENT:

The terms of this agreement shall begin at 12:00 noon on October 8, 2010 and shall conclude at 7:30 p.m., October 10, 2010.

CONDITIONS OF DEFAULT:

Should the Vendor violate any of the above STIPULATIONS OF CONTRACT or violate any conditions as set forth in the FOOD VENDOR BOOTH GUIDELINES, it shall be the right of the CAF to cancel this contract. CAF will retain all payments made including clean-up deposit.

AGREEMENT:

Parties to this FOOD VENDOR BOOTH CONTRACT and FOOD VENDOR BOOTH GUIDELINES are agreed upon and entered into this _____ day of _____ 2010. The State of Texas law shall govern this Contract.

Organization: _____

Contact Name: _____

Address: _____ City, State: _____ Zip: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Authorized Vendor Signature: _____

CAF Authorized Signature of Acceptance: _____ Date: _____

Makes checks payable to: CAF AIRSHO 2010

Remit to: CAF AIRSHO – Attn: Rachel L. Stone
P.O. Box 62000
Midland, TX 79711-2000

CAF OFFICE USE ONLY:

Organization: _____

Contact Person: _____

Phone Number: _____

Booth Fee **Total** \$ _____

Deposit Enclosed (\$ _____)

Remaining Balance Due \$ _____

Clean-up Deposit \$ _____ (Separate Check)

Insurance Provided: _____

BOOTH SPACE: _____