



Autumnfest

Columbus Day Weekend • Saturday, Sunday & Monday
World War II Veterans Memorial Park, Woonsocket, RI 02895

Woonsocket Rotary Club • P.O. Box 154, Woonsocket, RI 02895
www.woonsocketrotary.com

Food Vendor Concession Agreement

This agreement made and entered into this _____ day of _____, _____, by and between, _____ (food vendor/business/organization name), hereinafter referred to as “Food Vendor” and The Rotary Club of Woonsocket, Rhode Island.

- The term “Autumnfest” contained herein shall be used to refer to the annual festival held Columbus Day Weekend at World War II Veterans Memorial Park, which is organized and managed by a collaborative effort of the Autumnfest Steering Committee and The Rotary Club of Woonsocket with additional support and cooperation of the City of Woonsocket, Rhode Island.
- The terms “concessionaire” and/or “food vendor” contained herein shall be one and the same and shall mean the person, company, business or organization to which the agreement, contract or privilege is granted.
- Use of food concession space by food vendors of Autumnfest will be governed by the food vendor rules, regulations and instructions and are an addendum to and legally part of any and all signed agreements and/or contracts.
- The food vendor acknowledges and agrees he/she shall be engaged in an agreement with the Rotary Club of Woonsocket, whereas the Rotary Club of Woonsocket has been authorized to control and manage the assignment of all food concessions, on, about or adjacent to the Autumnfest grounds, which encompass World War II Veterans Memorial Park and the surrounding areas, adjacent to and associated with Autumnfest for the duration of the festival.
- The food vendor acknowledges he/she has read all applicable rules, regulations and instructions and agrees said rules, regulations and instructions are made part of the concession agreement as though fully incorporated herein.
- The food vendor agrees to comply with and inform all personnel associated with and working in the designated food vendor space of the rules, regulations and instructions set forth herein.
- This food concession agreement is non-transferable and will not be honored if gifted, leased, rented or sold to any other party.
- This agreement for food concession sales is binding for the dates set forth in the concession agreement commencing no earlier than on the Saturday morning of the opening of the festival and terminating no later than the closing of the festival on Monday evening.
- There is no agreement or option to renew this agreement for any subsequent period and no renewal or claim of renewal shall be valid.
- The food vendor is expected to conduct themselves, their organization, company and/or business in an ethical and professional manner according to the terms of the concession agreement, rules, regulations and instructions contained herein.
- The food vendor is discouraged from providing special gifts, privileges, or products free of charge to any employee or individual acting as a representative of The Rotary Club of Woonsocket, Autumnfest Steering Committee or City of Woonsocket, that are not available free to the general public.
- The food vendor shall comply with all applicable federal, state and municipal laws, ordinances, rules, regulations, instructions, policies and statutes including those set forth by The Rotary Club of Woonsocket and/or the Autumnfest Steering Committee.

- The Rotary Club of Woonsocket and its authorized personnel reserve the right, in their sole discretion, to accept, exclude, reject, relocate or remove from the Autumnfest grounds the products, in whole or in part, and display facilities of any food vendor who breaches the terms of the agreement, or any of the rules, regulations and instructions stated herein or who detracts from or interferes with the character of Autumnfest, or which may be objectionable or offensive. Violations shall be cause for the immediate revocation and forfeiture of all privileges herein granted. Any and all sums paid, or contracted to be paid, under this agreement to The Rotary Club of Woonsocket shall be forfeited and become the property of The Rotary Club of Woonsocket. In addition to the forfeiture of any payment made by the food vendor hereunder, the food vendor will be liable for any additional fees and expenses incurred by The Rotary Club of Woonsocket, including attorney’s fees, in enforcing the terms and conditions herein. The food vendor acknowledges that this provision is essential to maintain the intent and character of Autumnfest. The food vendor therefore waives any claim for damage against The Rotary Club of Woonsocket and/or the Autumnfest Steering Committee and its officers, agents, representatives and members for the good faith enforcement of this provision.
- The Rotary Club of Woonsocket and its authorized personnel shall have the right to inspect the premises covered by this agreement at any time.
- Failure of The Rotary Club of Woonsocket and its authorized personnel to insist, in any one or more instances, upon the observance and/or performance of any of these rules, regulations and instructions shall not constitute a waiver of any subsequent breach of any such rules, regulations and instructions. The Rotary Club of Woonsocket, Food Concession Chairperson or his/her designee, reserve the right to rule on any question that is not addressed in this agreement.
- The Rotary Club of Woonsocket shall not be responsible to any person, individual, business, organization, corporation or association for any loss by fire, theft, damage or personal injury.
- The Rotary Club of Woonsocket and/or the Autumnfest Steering Committee shall not be liable for any loss, damage or personal injury the food vendor may sustain due to inclement weather or any other safety concern that may arise.
- Food Vendor agrees that the Rotary Club of Woonsocket may use photographic images and/or video footage taken during Autumnfest in promotions and publications, online or in social media applications.

By signing this agreement, the above acknowledges and agrees to indemnify, hold harmless, and defend Autumnfest, The Rotary Club of Woonsocket, the Autumnfest Steering Committee, The City of Woonsocket and all of their officers, employees, servants, agents, members, volunteers and representatives against any and all liability claims, cost of whatever nature, for injury to or death of any person or persons and for the loss and damage to any property occurring in connection with or in any way related to or arising out of the occupancy, use of premises or providing of services and equipment for Autumnfest by the food vendor, employees, agents and/or volunteers.

I have carefully read this Food Vendor Concession Agreement and the Food Vendor Rules, Regulations and Instructions and fully understand and agreed to their contents. I am aware that this is a release of liability and I sign it of my own free will.

Authorized Organization/Business Representative Name (Print)

Authorized Organization/Business Representative Name (Signature)

Date