



# City of Grover Beach Parks and Recreation Department



## Vendor Agreement

Vendor Agreement to operate a food/sales concession at the **Grover Beach Summer Concert Series** to be held at Ramona Garden Park Center, 993 Ramona Avenue, Grover Beach, California on Sundays from June 4, 2023, through August 20, 2023. The concert series will be held from 3:00 p.m. - 6:00 p.m. This Agreement is between \_\_\_\_\_ (referred to as "Vendor") and the **City of Grover Beach** (referred to as "City").

## Terms of Agreement:

By signing and returning this form to the City, your organization agrees to participate in the **Grover Beach Summer Concert Series** and to adhere to the guidelines and regulations as defined by this agreement.

1. Vendor is responsible for bringing product, equipment, and manpower as needed to the Ramona Garden Park, 993 Ramona Avenue, Grover Beach to insure performance under this agreement.
2. As consideration under this agreement, the Vendor will be required to pay an upfront fee of \$30, as well as 10% of gross receipts earned by the Vendor at each concert event, as confirmed by City's representative based upon verifiable documentation.
3. Vendor will provide 10% of gross payment to the City no later than 6:30 pm with either cash or check made payable to "City of Grover Beach".
4. Vendor must have product ready to serve/sell by opening time of 3:00 p.m. and throughout the entire concert on the dates of their participation. City representatives will be available up to two hours prior to the start of each concert to ensure the Ramona Garden Park is ready for Vendor preparation, unless otherwise arranged at least two weeks prior to event date(s).
5. Vendor must submit a copy of a **Certificate of Insurance** acceptable and approved by the City of Grover Beach Administrative Director, to indemnify and hold the City of Grover Beach harmless for any claims that may arise from Vendor's participation at the Concerts. Vendor reservation will not be confirmed until proof of insurance is submitted to the City. Vendor shall be solely liable for any damages or claims arising out the conduct of its customers and guests.
6. Rules & Regulations:
  - a. Electrical cords (if used) must be taped down and secured in a safe manner.
  - b. Signs must be appropriate to booth size. The City representative must approve all signage used prior to installation.
  - c. The area used by the City is not deemed a public forum for the purposes of this agreement. No materials unrelated to the agreed upon products by the Vendor will be posted or distributed.
  - d. City will not guarantee against the occurrence of theft or shoplifting during the Concerts.
  - e. City will not be responsible for any losses due to natural causes such as rain, storm, earthquake, etc.
  - f. City will not be responsible for any injury and damage to booths and its contents, equipment, employees, and customers.
  - g. All merchandise must be removed from site by 7:00 p.m. each Sunday.

7. The Agreement by the Vendor and City for this event is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond either party's control. If this Agreement is cancelled by Vendor for any reason other than the above, Vendor agrees to pay the other party as liquidated damages the sum of \$100.00, which the Parties agree is a reasonable estimate of costs or expenses that would be incurred as a result of unscheduled or late cancellation.

### **Vendor Agreement**

8. It is understood that the Vendor executes this Agreement as an independent contractor and is not an employee of the City, and the Vendor shall have exclusive control over the mean, method and details of fulfilling his/her obligation under this contract.
9. The Vendor must comply with the City of Grover Beach policies regarding entities conducting business within City limits and must fill out and file an application for City of Grover Beach Business Tax Certificate.
10. Vendor agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the performance hereunder, including but not limited to Social Security laws, Worker's Compensation Insurance, Income Taxes, State Employment Insurance taxes or contributions, Public Liability Insurance; and Vendor will hold City harmless against any such laws, as well as against all union claims for welfare payments.
11. Any controversies arising between the Vendor and the City pertaining to this contract shall be resolved by the Courts of the State of California and venued in San Luis Obispo County.
12. The City, in signing this contract, warrants that he/she signs as a properly authorized representative of the City of Grover Beach and does not assume any personal liability for meeting the terms of the contract.
13. This Contract incorporates all of the terms and conditions agreed upon by the parties hereto, and there shall be no variation, amendment, or modification except in writing signed by all parties of this agreement.

Please sign and return this reservation/rental agreement to: City of Grover Beach, 154 S. 8<sup>th</sup> Street, Grover Beach, CA 93433, ATTN: Parks & Recreation Department, or emailed to [gbparks@groverbeach.org](mailto:gbparks@groverbeach.org)

Restaurant/Business/Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Sellers permit #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Grover Beach Business Tax Certificate License #: \_\_\_\_\_

Check Payable to: City of Grover Beach

\_\_\_\_\_  
Signature of Vendor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Vendor Representative

\_\_\_\_\_  
Signature of City of Grover Beach Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of City of Grover Beach Representative