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2017 PrideFest Milwaukee Food Vendor Contract

January 15, 2017

This agreement is entered into as of the date set forth below between

_____ (Vendor) and Milwaukee Pride, Inc.,
d/b/a PrideFest Milwaukee (Event) for food and/or beverage related services for the 2017
PrideFest Milwaukee event taking place June 9th through June 11th, 2017. In consideration of
the Fee and the following terms and conditions, with all defined terms listed below:

1. Location

The booth for Vendor will be located on the Henry W. Maier Festival Park grounds (Summerfest grounds), 200 North Harbor Drive, Milwaukee, WI 53202.

Actual TENT/BUILDING SPACE and AREA to be determined by Event. Contact Event Producer Kate Sherry to finalize placement at ksherry@pridefest.com or 414-272-3378.

2. Dates, Times and Term. Vendor shall operate its booth

- Friday June 9th, 2017 - 3:00 pm – 11:45pm
- Saturday, June 10th, 2017 - Noon – 11:45pm
- Sunday, June 11th, 2017 - Miller Oasis Area - Noon – 9:45 pm
- Sunday, June 11th, 2017 - Mid Gate Area - Noon – 11:45pm

Vendor shall not close early or otherwise fail to operate during these times without the written permission of Milwaukee Pride, Inc. (Event).

- Vendor may setup starting at noon on Wednesday June 7th, 2017
- Vendors must be off the grounds by noon on Monday June 12th, 2017.

The term of this Agreement is limited to these hours and dates of operation.

3. **Fee.** A Non-Refundable Booth Deposit of \$850.00 is due by **April 21st, 2017** with this signed agreement. All sales will be subject to a commission rate of **25%** of gross sales (net of sales tax). Vendor is responsible for payment of all applicable sales taxes due to the State of WI. The initial \$850.00 deposit will be applied towards the commission due on the first \$3,400.00 in gross sales (net of sales tax).

4. **Equipment Rental.** Some buildings have equipment available to rent. Vendor is not required to use this equipment and has the option of bringing its own equipment, renting from a third party or renting the equipment in the buildings from the owners, which are not associated with PrideFest Milwaukee.

Vendor is responsible for making arrangements for equipment. For an Equipment Inventory with the contact information for equipment contact Kate Sherry. Further information or difficulty in contacting a leaser should be directed to Julie Clemins, Summerfest Food & Beverage Director at 414-287-4422.

5. Insurance

Vendor is fully responsible for damages to persons or property arising from its use and occupancy of the booth. Vendor will indemnify and hold harmless, Milwaukee Pride, Inc., PrideFest, Milwaukee World Festival, Inc., the Board of Harbor Commissioners and the City of Milwaukee from all damages or losses which might occur to property or persons, including Vendor, its employees, agents and property as a result of Vendors occupancy of the booth.

By at least **May 1st, 2017**, Vendor will furnish PrideFest with either a certified copy of a policy of public liability insurance naming,

- (a) Milwaukee Pride, Inc./ PrideFest
- (b) Milwaukee World Festival, Inc.
- (c) Board of Harbor Commissioners
- (d) City of Milwaukee
- (e) Any other person which might have an interest in the booth, and their officers, officials, agents or employees of such entities with respect to their acts in their course of their employees as additional insured for damages and losses which may result from Vendors exercising of its rights under this Agreement in a minimum liability limit of not less than \$1,000,000 combined single limit for bodily injury and property damage liability. The policy shall include a 10-day cancellation clause with notice to Milwaukee Pride, Inc./ PrideFest and shall contain a products liability and personal injury liability coverage of \$1,000,000.

Alternatively, Vendor may submit a Casswood Insurance Application with the required fee. Please contact Kate Sherry for information and application

6. Restrictions of Food and Beverages Served.

- All bottled soda must be Pepsi 20oz plastic bottles purchased from Pepsi on-site
- Bottled Water must be purchased on-site from PrideFest or Pepsi.
- Vendor shall utilize the approved Summerfest ice vendor if ice is needed.
- Vendor must establish its own accounts with Pepsi and the approved Ice vendor for direct billing.
- Vendor must submit **MWF-2 Food Menu, Prices and Portions** with the signed contract.
- With advance notice and planning and at an additional charge, Milwaukee World Festival, Inc., has a Sign Shop available to create your menu or other signage or you may provide your own menu sign.
- After submitting your MWF-2 Food Menu any menu changes must be submitted to Kate Sherry for approval.

7. Cash Registers, Point of Sale System.

ALL Food Vendors will be required to rent at least one Micros POS system for use as a register where all sales will be tracked. The required rental cost is **\$75 per day and includes installation, menu programming and training.** It is highly encouraged that you setup a merchant account with our provider so you can accept credit cards. The deadline for submitting your merchant application is **April 21st.**

8. PrideFest Volunteers.

PrideFest furnishes its volunteers Food & Beverage Tickets. These tickets are to be used for Food and Non-Alcoholic Beverages. All Vendors are required to accept these tickets at a \$7 cash value. The Micro POS will have a tender button specifically for the food ticket and these should be tracked through that system when redeemed. Each Vendor will be reimbursed \$7.00 for each food ticket turned in. Keep your food tickets organized in easy to count batches to assist in a quick reconciliation process on Monday, June 12th.

9. Compliance with Applicable Rules, Regulations and Laws.

Vendor shall Comply with all rules and regulations of Milwaukee World Festival, Inc. and Milwaukee Pride, Inc. Any violation of these rules and regulations will result in an immediate forfeiture of Vendor's rights under this Agreement and immediate expulsion of Vendor from PrideFest event. In the case of an expulsion, Vendor will receive no refund of any amounts paid or due under this Agreement and shall be fully liable for all amounts due under this Agreement which have not been paid. Vendor will also comply with all applicable laws of the Federal, State and local governments. Those laws include a valid Seller's Permit from the State of Wisconsin (or alternatively, a completed Wisconsin Department of Revenue Tax Form S-240), and a valid license to operate from the Milwaukee Health Department.

Additional information can be obtained from www.city.milwaukee.gov/tempfood.

Completed MWF applications that will also be required:

MWF-2 Food, Menu, Prices and Portion:

The City of Milwaukee requires a Temporary Food Dealer License. Applications are processed by the License Division of the City Clerk's office. Additional Information can be found at <http://city.milwaukee.gov/ImageLibrary/Groups/ccllicenses/tempfood.pdf>

You cannot operate until you receive your license

10. Notices.

Any notices related to this Agreement shall be sent to Milwaukee Pride, Inc. by email to Producer Kate Sherry at ksherry@pridefest.com or via phone at 414-272-3378.

11. Liquidated Damages and Breach.

As alternative to consequential damages to which Milwaukee Pride, Inc., may be entitled as a result of Vendors breach of this Agreement, Milwaukee Pride, Inc., may elect liquidated damages equal to four times the total of the booth Fee under section 3 (Liquidated Damages) for a breach of this Agreement. Milwaukee Pride, Inc., also has the right to apply the deposit received from Vendor to either the Liquidated Damages or to its consequential damages for a breach by Vendor of this Agreement. As to any breach, Milwaukee Pride, Inc., shall be entitled

to its actual attorney fees and costs to enforce its rights under this Agreement, regardless of whether it commences a legal action, and such fees and costs shall be in addition to its Liquidated Damages if Milwaukee Pride, Inc., elects to obtain Liquidated Damages instead of actual damages. Any damages of Vendor as a result of a breach of this Agreement by Milwaukee Pride, Inc., are limited to the total amount of the booth rental. CONSEQUENTIAL DAMAGES ARE WAIVED BY VENDOR.

12. Integration of Negotiations into this Agreement.

All negotiations of the parties are integrated into this Agreement. It is intended to be the final expression of the parties of their agreement. This Agreement may not be modified except in writing duly executed by both parties.

13. Applicable Law and Legal Venue.

This Agreement is governed by the laws of the State of Wisconsin. Milwaukee Pride, Inc., reserves the right to withhold the Booth Deposit levied toward accepted vendors as a solution to the problem encountered when food vendors reserve space, are included on the Festival map yet do not complete and submit the forms in a timely fashion. Milwaukee Pride, Inc., also reserves the right to withhold any fees paid in the event the vendor does not show for the Festival or closes early.

DATED: _____

signature	signature
Producer and / or F&B Director Milwaukee Pride, Inc. d/b/a PrideFest Milwaukee	Vendor (print name)

Deposit and contract should be payable to and sent to:

Milwaukee Pride, Inc.

PO Box 1444

Milwaukee, WI 53201-1444