

# Tails on the Trail

## Food Vendor Agreement



This Food Vendor Agreement (the "Agreement") provides the terms and conditions under which the undersigned food truck or vendor shall be permitted to use a food truck at the Wisconsin Humane Society Tails on the Trail event (as described below).

**EVENT DETAILS:**      **NAME:**                      Tails on the Trail Run/Walk for Animals  
**DATE:**                              Saturday, June 25, 2016  
**TIME:**                                10:00 am. – 1:00 p.m.  
**LOCATION:**                        Veterans Park, Milwaukee (1010 N. Lincoln Memorial Dr., Milwaukee, WI 53202)

### **Vendor Inclusions and Rights:**

- Vendors shall have the right to use WHS Tails on the Trail name & logo in promotions, if approved by WHS.
- Vendors shall retail all revenue from Vendor's sales.

### **Vendor Responsibilities and Obligations:**

Vendors hereby agree as follows:

- Vendors shall provide signed agreement.
- Vendor shall secure all necessary permits for operation of Food Truck and the sale of food items, including all staffing permits, Milwaukee Health Department temporary event license, Milwaukee County Parks vendor permit. Milwaukee County Parks permit can be obtained by contacting Ryan Broderick at [ryan.broderick@milwcnty.com](mailto:ryan.broderick@milwcnty.com).
- No water or electrical connections are available at food or vendor booths
- Vendors must provide their own table, chairs and/or tent.
- Vendor shall comply with all laws, statutes, ordinances and regulations applicable to its operation of a Food truck and sale of food items, including without limitation, food safety requirements.
- Vendor shall not sell any beer, wine, or alcohol.
- Vendor agrees to the additional terms and conditions set forth on the "Food Truck Liability & Compliance" sheet attached.
- Vendor shall manage all of its finances and sales on site.
- Menu & ingredient guidelines:
  - **Vendor shall only provide 100% vegetarian products, which exclude all meat and fish.**
  - Menu items need to be reviewed and finalized by WHS as to not duplicate items.

### **Company Contact Information:**

Food truck / vendor name (as you would like it to appear in promotional materials):

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Menu: \_\_\_\_\_

\_\_\_\_\_

### **I have read and agree to the above terms and conditions:**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

# Food Vendor Liability & Compliance

I. LIABILITY – WHS Tails on the Trail 2016

Each party hereto is an independent contractor and nothing in this Agreement or the course of dealing with the parties shall be construed to constitute the parties hereto as partners, joint venturers, representatives, employee/employer or agents of one another or as authorizing either party to obligate the other in any manner. Vendor hereby agrees and does indemnify, hold harmless and defend the Wisconsin Humane Society and Milwaukee County parks, and their respective agents and employees, from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever which the Wisconsin Humane Society, Milwaukee County Parks, or their respective agents or employees, may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Vendor or any of its employees, representatives, or agents. Vendor further agrees, to the fullest extent allowed by law, that the Wisconsin Humane Society, their respective successors and assigns, agent and employees shall not be responsible in any way for (a) damage, loss or destruction of any property of Vendor, or (b) injury to Vendor or its representatives, employees, licensees or invitees.

Initials: \_\_\_\_\_

II. INSURANCE

Vendor shall provide Wisconsin Humane Society with proof of adequate insurance coverage for its business operation at Tails on the Trail event in the form of one or more certificates of insurance upon request at least seven (7) days prior to the Event, with Milwaukee County Parks and Wisconsin Humane Society named as additional insureds.

Initials: \_\_\_\_\_

III. VEGETARIAN-ONLY COMPLIANCE (no meat or fish)

*Vegetarian compliance:* This event will be vegetarian to comply with Wisconsin Humane Society's Mission to build a community where people value animals and treat them with respect and kindness. Please submit your menu items for approval prior to the event.

Initials: \_\_\_\_\_



**Thank you for joining Tails on the Trail!**

*Your support enables the Wisconsin Humane Society to continue providing lifesaving care to our community's injured, abused and neglected animals.*