

Kern County Scottish Society, Inc.,

2019 Games & Gathering Food Vendor Contract

The signature below signify a binding agreement made between the Kern County Scottish Society, Inc., hereafter known as KCSS and _____ hereafter known as Vendor.

- 1.) Vendor agrees to provide food and beverages for sale to the competitors and spectators at the Kern County Scottish Society Highland Games and Gathering being held at the Kern County Fairgrounds on **Saturday April 6th and Sunday April 7th, 2019**, 1142 South “P” Street, Bakersfield, California
- 2.) Vendor agrees to provide all permits, licenses and insurance as required by law. Insurance shall also indicate KCSS, its officers, volunteers, and the 15th Agriculture District as also being insured.
- 3.) Vendor shall provide KCSS with completed copies of all required insurance, Kern County Environmental Health Permits, Food Vendor Application, Food Vendor Contract, and payment of a **\$305.00** event participation fee **no later than March 16, 2019**.
- 4.) Any non-profit Vendor must also include a copy of their letter from the IRS showing their non-profit status.
- 5.) Vendor agrees to provide Games Athletes “front of the line” privileges for food or beverage service or offer them access at a priority service area.
- 6.) Vendor agrees to pay KCSS a participation fee of \$305.00 which must be paid in full **no later than March 16, 2019**. The participation fee does not cover any Kern County Environmental Health Permit or inspection fees. If KCSS does not accept your application your participation fee will be returned.
- 7.) Any Vendor canceling their contract will be subject to the following terms and conditions regarding the refund of their participation fee:
 - a.) 60 or more days from Feb. 6, 2019 - Full Refund
 - b.) Less than 60 but more than 30 days from March 7, 2019 – 50% Refund
 - c.) 30 days or less from April 6, 2019 – **NO** Refund
- 8.) Vendors shall not breakdown or remove their booths, carts, or vehicles from their assigned area of the venue until the games close to the public at 5:00 P.M. on Sunday April 7, 2019
- 9.) In consideration of the above, KCSS will provide the Vendor with a space for their sales area, use of trash receptacles, restrooms, and utensil washing facilities. It is the responsibility of each Vendor to remove their trash to the large dumpsters at the close of the games. Any refuse of a hazardous nature (Cooking Oil, Grease, etc.) shall not be placed in the dumpsters and must be disposed of off-site by the Vendor.

10.) KCSS reserves the right to inspect merchandise and/or handouts being sold or distributed to the public. Should the content be deemed not to reflect the common morals of the community, the Vendor will be requested to remove such item(s) or material(s) from their displays. If the Vendor continues to offer for sale or give away said item(s) or material(s), after being asked by a member of the KCSS Games Staff, or KCSS Board Member(s) the Vendor will be escorted from the Fairgrounds for the balance of the Games and the Vendor's Participation Fee will be forfeited.

11.) KCSS reserves the right to refuse service to anyone.

We the undersigned understand the terms and condition of this agreement and possess and exercise the authority to enter into this agreement. The agreement must contain two signatures to be effective, execution in counterpart is invalid.

Vendor Name: _____ Phone: _____

Vendor E-Mail: _____

Vendor's Representative: _____ Date: _____

KCSS Representative: _____ Date: _____

Completed Vendor Application, Vendor Contract, Insurance, Health Permit and \$ 305.00 Participation Fee must be received no later than March 16, 2019.

Make Checks or Money Orders payable to Kern County Scottish Society

Send to:

Kern County Scottish Society

Attention: Vendor Coordinator

P.O. Box 41202

Bakersfield, CA 93384-1202