

West Haven City
Agreement for Employment of Independent Vendors

1 Event applying for: _____ To be held on _____

2 Booth Required: Food _____ **OR Products** _____

3 This agreement is made on this date: _____, between West Haven City and _____
_____.:(Business Name) owned and operated by (Please Print)
_____ **Email** _____

Address of Vendor _____ **City** _____

Zip _____ **Phone#** _____

4 Tax ID# _____ **(Must Have A Tax ID or SSN)**

5 Food Permit Expiration Date (If Applicable) _____

6 Duties and Obligations of Vendor: (Include list of **All** products and prices. In the case of soda drinks, only Pepsi products may be sold. West Haven City Park provides Pepsi products exclusively.)

7 Equipment List to be used by Food Vendor: (Two standard power outlets available for **food vendors**, if additional power is required, either, vendor must provide for additional power requirements and/or West Haven City may impose additional fee. Infusing a generator, restrictions may apply) Vendor must provide their own shade shelter, table & chairs

8 Duties and Obligations of West Haven City:

9 Nature of Relationship: The Parties intend that an independent vendor relationship be created by this agreement. West Haven City is not responsible for vendor's tax withholdings, benefits, etc. for the periods of this contract.

10 Enforcement Costs: Violation of any item of this contract will mean immediate cancellation of the agreement and application fee will be forfeited. In the event of any breach of this agreement, the party at fault shall pay all costs of enforcing the provisions of this agreement including attorney's fees.

11 Indemnification of Vendor: This vendor hereby agrees to indemnify and save harmless West Haven City, and officers, agents, and employees thereof from and against all loss, damages, injury, liability, and claims therefore, including claims from personal injury or death, damages to personal property and liens of workmen, howsoever caused resulting directly or in directly from performance of this agreement by the vendor.

12 Execution: In witness of the agreement between them, the parties have executed this agreement at West Haven City, Weber County, Utah.

13 Payment: All Charges and fees are due prior to the event. Vendor spaces are limited.

14 Charges: Food Vendors \$150, Vendor Space \$35.00 (10 x10 space)

Signed by _____ **Vendor Date** _____

Approved by _____ **West Haven City Council**

Method of Payment _____ **Location/Space #** _____