

# CHESTERFIELD VALLEY ATHLETIC COMPLEX

## Food Vendor Contract

P/636.812.9500

F/636.536.1648

E/athleticcomplex@chesterfield.mo.us



### APPLICATION - PLEASE PRINT

Location: \_\_\_\_\_ Date(s): \_\_\_\_\_

Time of Arrival: \_\_\_\_\_ Time of Departure: \_\_\_\_\_

Type of Vending: \_\_\_\_\_

Group Title: \_\_\_\_\_

This Agreement is entered into as of \_\_\_\_\_, by and between the city of Chesterfield (the "city") and \_\_\_\_\_, a(n) (individual/partnership/corporation) (the "Lessee").

- 1) LEASE OF AREA: The city hereby leases to the Lessee and the Lessee hereby leases from the city, said area(s) for vending and according to the terms and conditions specified.
- 2) VENDOR: The city leases the area(s) to the Lessee only for the above stated dates and times.
- 3) LEASED PREMISES: The Lessee may occupy the above stated/described area(s) for the said dates and times.
- 4) VENDING FEES: Lessee hereby submits to the city and the city acknowledges receipt of the following:
  - a) The amount of \$250.00 per day, which Lessee agrees constitutes a price to lease the Area(s) for the vending on the date(s) and time(s) specified above. The Lessee will pay to the city of Chesterfield prior to the start of the event.
- 5) PERMITS AND NOTICES: All permits and notices to the city regarding the Agreement shall be directed to: City of Chesterfield, Parks, Recreation & Arts Department, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017; 636.812.9500. The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Home/Business phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

- 6) COMPLIANCE WITH LAWS AND FACILITY RULES: The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the CVAC. Additionally, Lessee acknowledges receipt of the Chesterfield Valley Athletic Complex Rules and Regulations (the "CVAC Rules") attached as Exhibit A. The Lessee shall reimburse the city for all damage to the field(s) and property arising from the vending operations caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear accepted.

# CHESTERFIELD VALLEY ATHLETIC COMPLEX *(continued)*

## Food Vendor Contract

- 7) LESSEE'S RELEASE AND HOLD HARMLESS: In consideration of being permitted to use the Area(s) for the vending operation, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the city of Chesterfield, its agents, servants, and employees, arising out of the use of the premises by lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the city of Chesterfield, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the city of Chesterfield or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the city of Chesterfield or its agents, servants or employees contributed to such injury or damage."

- 8) INSURANCE: A certificate of insurance naming the city of Chesterfield as an additional insured may be required. If needed, requests will be made before contract is finalized.
- 9) LESSEE'S REPRESENTATIONS: If a corporation/partnership, the Lessee represents and warrants to the city that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.
- 10) MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Missouri.

In Witness whereof the parties have executed this Agreement as of the date first above written. NOT VALID WITHOUT SIGNATURE.

**LESSEE:**

**CITY OF CHESTERFIELD:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_