



DUBOIS WILD WEST BREWFEST Saturday July 29, 2023

### VENDOR APPLICATION & AGREEMENT

This agreement for Vendor Services at Wild West Brewfest, is made by and between: Dubois Chamber of Commerce and Vendor Name \_\_\_\_\_

PO Box 2556 Dubois, WY 82513

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

Cell Number \_\_\_\_\_ Email Address \_\_\_\_\_

Social Media:

Instagram \_\_\_\_\_ Facebook \_\_\_\_\_

LinkedIn \_\_\_\_\_ ("VENDOR")

It is understood and agreed that in exchange for permission to operate as a vendor during the Dubois Wild West Brewfest ("BREWFESE"), on a non-exclusive basis, VENDOR agrees and accepts the following:

1. **Services.**

Subject to the terms and conditions of this agreement VENDOR agrees to provide on-site vending services in the Dubois Town Park for the Dubois Wild West Brewfest "BREWFESE". VENDOR will be limited to specific retail item sales as per item #2 of this agreement. VENDOR will also provide management and organization of the agreed upon vendor booth site from 10 a.m. - 6 p.m. of the BREWFESE and clutter elimination at the conclusion of the BREWFESE of the VENDOR's booth site.

2. **Menu and Merchandise.**

VENDOR's menu and merchandise must be approved in advance by the Dubois Chamber of Commerce. Please send to [duboischamber@gmail.com](mailto:duboischamber@gmail.com).

3. **Booth Fees.**

VENDOR agrees to pay a one-time booth fee of \$150 (\$75 for Dubois Chamber of Commerce Members.) Vendors will be accepted on a rolling basis by payment. The Dubois Chamber of Commerce will provide (4) passes to accepted vendors for the 3<sup>rd</sup> Dubois Wild West Brewfest.

4. **Length of Agreement.**

This agreement is for term of the 2023 Dubois Wild West Brewfest, including all activities related to the actual festival, including, but not limited to, set up of VENDOR booth, vending services provided during the BREWFEST, and clean-up of the VENDOR booth location, as necessary during and after the end of the BREWFEST. The dates of the BREWFEST are Saturday, July 29, 12 – 6 p.m.

5. **Security of VENDOR's Property.**

VENDOR is responsible for VENDOR's property at all times. The Dubois Chamber of Commerce does not assume any responsibility for the safe keeping of VENDOR's equipment and merchandise at any time before, during or after the BREWFEST.

6. **Load In and Out Times.**

Preferred Load In is Saturday, July 29, 9 a.m. Load-Out Saturday, July 29, After 6 p.m. After venue is cleared of guests. Vending areas clear and clean by 8 p.m. Saturday, July 29.

PLEASE REMOVE YOUR TRASH. This includes cut zip-ties and broken items. Waste services provided on-site.

7. Vendor agrees to marketing the festival via the sponsored Facebook and Instagram pages. The Vendor who executes the most marketing engagements and ticket sales will receive 4 complimentary Dubois Wild West Brew Fest pint glasses.

8. **Temporary Business Operations Application.**

VENDOR understands and agrees that it is VENDOR's responsibility to register with the Wyoming Department of Revenue for a Temporary Business Operations Application. The Wyoming Department of Revenue can be directly contacted at 1 (307) 777-5200 or they can be found on the web at <http://revenue.state.wy.us/>.

9. **Licenses.**

Vendor understands and agrees that it is VENDOR's responsibility to obtain any and all licenses as required by law in order to provide the services as described in this agreement.

10. **Insurance and Workers' Compensation requirements.**

VENDOR agrees to obtain and maintain the appropriate insurances and to provide evidence of insurance to the Dubois Chamber of Commerce as described below:

- A. VENDOR shall obtain and pay for a comprehensive general liability insurance policy from an A-rated insurance company in an amount not less than one million dollars (\$1,000,000), naming Dubois Chamber of Commerce, as additional insured. VENDOR agrees that VENDOR's policies provide primary coverage. VENDOR shall also provide evidence that VENDOR's policy includes coverage for Products Liability. Said policy shall be in a form and with a carrier acceptable to Dubois Chamber of Commerce and shall cover all acts or non-acts by VENDOR, including its personnel, which may or may not create liability and care Dubois Chamber of Commerce to be named a party to any claim asserted or made. VENDOR agrees to pay any and all deductibles occasioned by any claim and shall ensure that VENDOR's policy shall provide for payment of any and all Dubois Chamber of Commerce legal fees and costs. VENDOR shall provide Dubois Chamber of Commerce with a certificate of such insurance prior to the BREWFEST. The certificate of insurance shall provide that Dubois Chamber of Commerce will receive at least thirty (30) days prior written notice of any modifications to or cancellation of said policy.
- B. VENDOR shall also obtain and pay for an automobile liability insurance policy for any vehicles operated on the Town of Dubois Park premises in an amount not less than five hundred thousand dollars (\$500,000) and shall provide evidence as described above.
- C. VENDOR shall provide workers' compensation insurance as may be required by law.

11. **Relationship between parties.**

VENDOR, its employees, owners, agents, affiliates, etc., Are not agents or employees of the Dubois Chamber of Commerce and VENDOR is an independent contractor. VENDOR is entirely and solely responsible for any and all acts and representations made by its employees and agents while engaged in the BREWFEST.

**12. Release and waiver.**

VENDOR agrees to forever release, discharge, waive, save and hold harmless, indemnify and defend the Dubois Chamber of Commerce, its owners, subsidiaries and/or affiliates; its and their officers, directors, shareholders, employees, agents, representatives; and all other applicable landowners, sponsors and insurance carriers (RELEASEES) from and against any and all claims, demands, causes of action, liabilities, actions, and any and all medical expenses, legal fees or other related expenses, including damage to property, brought under any theory of legal liability, including ordinary negligence, arising directly or indirectly out of VENDOR's performance under this agreement and/or VENDOR's presence on the Town of Dubois premises.

VENDOR also understands and agrees that Dubois Chamber of Commerce does not and cannot guarantee success or any particular result of VENDOR's participant in BREWFEST. While the Dubois Chamber of Commerce shall use its best professional efforts to achieve a successful BREWFEST, the makes no warranty or guarantee of success in VENDOR's favor.

**13. Photography and publicity release.**

VENDOR agrees to allow the Dubois Chamber of Commerce/Rustic Pine to photograph and/or film areas of VENDOR's booth before, during and after the BREWFEST and to use all such media for reference and marketing purposes.

**14. Termination of Agreement.**

The Dubois Chamber of Commerce may immediately terminate this agreement, with or without notice, if at any time they determine that the actions of VENDOR are hazardous or in any way jeopardize the safety of the general public, or for any breach of any provision herein.

**15. General provisions**

**Binding.** This agreement shall be binding upon VENDOR, its subsidiaries and/or affiliates; its and their owners, agents, employees, officers, directors; and its and their estates, family, heirs, executors, guardians, conservators, representatives, successors and assigns.

**Enforcement.** In the event that there has been a breach of any provisions of this agreement by VENDOR, The Dubois Chamber of Commerce will be entitled to recover reasonable costs and attorneys' fees in any legal proceeding to enforce this agreement.

**Competence.** The VENDOR representative signing below hereby represents and acknowledges that he/she is competent, that he/she has fully reviewed and understands each of the terms of this agreement, the in executing this agreement, he/she has not relied on any statement, promise, or representation other than as specifically identified in this agreement, and that no form or type of coercion has been exerted over him/her by the Dubois Chamber of Commerce any persons or entity released herein.

**Severability.** If any provision of this agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement, which shall be fully severable, and given full force and effect.

**Governing Law.** This agreement shall be construed in accordance with the laws of the State of Wyoming and any claim made shall be submitted to the jurisdiction of the state court in Wyoming, Fremont County, and no claims against the RELEASEES shall be brought in any other jurisdiction or venue.

Entire Agreement. The parties understand and agree that this agreement contains all the agreements between VENDOR and Dubois Chamber of Commerce, unless otherwise provided for within this agreement. VENDOR and Dubois Chamber of Commerce agree that this agreement fully, unconditionally, and immediately supersedes any and all prior agreements or understandings between the parties.

Execution. This agreement may be executed in any number of counterparts, all of which when so executed will be deemed an original, but all of which counterparts together shall constitute but one and the same agreement. Execution copies of this Agreement may be delivered by facsimile or electronic communication, and the parties hereto agree to accept and be bound by facsimile signatures hereto.

By the signatures contained herein, the parties agree that they have read, understand and agree to the foregoing and this is a legal and binding contract.

**Dubois Chamber of Commerce**

By: Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Vendor** \_\_\_\_\_

By: Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Important Reminders for Vendors**

1. Be prepared for inconsistent wireless. Bring paper receipts as back up for credit card transactions.
2. Cellular service is provided in the Town Park via Destination Dubois but is limited.
3. Vendors are responsible for cleaning up booth space. This includes zip-ties and garbage from booth space.
4. You will be in WYOMING - local laws apply.
5. No Pets