



BRITISH IRON ASSOCIATION  
OF CONNECTICUT

# 2024 Brit Jam



**BIA-CT 2024 ~ Brit Jam Show  
Sunday, Aug 18, 2024**

## **Food Truck Agreement**

This Food Truck Contract Agreement ("Agreement") is entered by and between The British Iron Association of Connecticut (hereinafter "BIA-CT") and \_\_\_\_\_ (hereinafter "Vendor").

WHEREAS, BIA-CT is hosting its annual BritJam Motorcycle Show and Swap Meet, on Sunday, August 18, 2024, from 9:00 a.m. to 4:30 p.m. (hereinafter "Event") (Event participants are expected to arrive one hour prior to the start of the "Event"). BIA-CT desires to contract non-exclusively with Food Truck Vendors (Hereinafter - Vendor") to provide non-exclusive food services at the Event in accordance with this Agreement.

WHEREAS; Vendor operates a commercial food truck, which it prepares and sells food (hereinafter "Food Truck") and desires to offer its food truck commodities in accordance with this Agreement.

NOW THEREFORE, for good and sufficient consideration, the parties hereby agree as follows:

1. Vendor Responsibilities. As a Food Truck participant at the Event, the Vendor shall comply with and perform as follows:

a. Vendor shall be fully permitted and licensed to prepare, serve and sell food in the State of Connecticut, Middlesex County, under all applicable laws, statutes and ordinances. Vendor shall provide to BIA-CT copies of all mobile food, business and health licenses prior to the event. Vendor shall comply with all health and fire codes, permits and restrictions.

b. Vendor shall be responsible for the collection, reporting and payment of all Connecticut sales tax related to products sold at the Event.

c. Vendor shall have prominently posted for viewing for all customers and visitors at the Event all inspection grades for the Food Truck, along with the name, address and telephone number of the Food Truck owner, operator, permit holder or operating business.

d. Vendor shall provide the sample menu and prices as per Exhibit 1 for approval, which approval shall be the exclusive right of BIA-CT by July 15, 2024 via email to "Secretary@CTBritIron.org". Vendor will only sell the approved food listed on Exhibit 1. (A copy of current menu offerings and prices may be submitted).

e. Vendor shall arrive at the BIA-CT Event in sufficient time, set up in the space assigned, be fully set up and ready to serve the food as listed and approved, at the prices listed on Exhibit 1 from its Food Truck by 8:30 a.m., on the date of the Event, and shall remain open serving food until 4:00 p.m.

f. Vendor shall be equipped to accept cash and credit cards for purchases from the Food Truck. *Vendor shall accept food vouchers from select guests. BIA-CT will provide you a sample food voucher prior to the Event. BIA-CT will thereafter pay to the Vendor the cost of the food so purchased on voucher with credit card upon conclusion of the Event and calculation of vouchers, subject to the other terms herein.*

g. Vendor shall provide logos/pictures for the Event promotions as soon as possible via email to Webmaster@CTBritIron.org

h. Vendor certifies by its signature below that the information provided by the Vendor, including its legal authority to conduct the food truck business, is true and accurate. Vendor further agrees to and shall follow all Terms and Conditions attached hereto and incorporated into this Agreement.

2. BIA-CT Responsibilities. BIA-CT agrees to the following in staging the Event:

- a. BIA-CT shall invite and actively promote this event to all BIA-CT members and guests.
- b. BIA-CT shall promote the Vendor's name and logo on pre-Event promotions (social media, website, and internal communications), provided Vendor complies with and provides logos/pictures as per Section 1(g) above.
- c. BIA-CT shall limit the number of food trucks at the Event to one (1) of each product specific food truck specialty.

3. Sales Reporting/Donation. In consideration of BIA-CT entering this Agreement and permitting the Vendor to participate in the Event at no cost, However, Vendor does hereby agree that in lieu of a vending fee that Vendor shall donate 15% of its total sales from the Event to the "BIA-CT", before leaving the Event. Vendor shall record and submit sales information to the designated BIA-CT Food Truck Coordinator, Gordon Lang, Treasurer, with the understanding that sales information is held in strict confidentiality. At the conclusion of the Event and determination of actual sales, the amount to be paid, will be calculated by Vendor prior to the Vendor leaving the Event premises. BIA-CT shall provide to Vendor a proper receipt for tax reporting purposes.

4. Cancellation of Event. BIA-CT reserves the unilateral right to cancel the Event due to adverse weather conditions. BIA-CT shall provide to Vendor any such decision on cancellation by 12:00 p.m., on Sunday, August 18, 2024. Further, if adverse weather affects the Event, BIA-CT may, at its discretion, terminate the Event prior to 4:30 p.m.

5. Insurance.

- a. BIA-CT assumes no liability or responsibility for loss or damage to the Food Truck, its property, employees or guests.
- b. Each Food Truck must supply to BIA-CT at least one week prior to the Event an individual Property and Liability Insurance Certificate of Insurance. As part of its insurance requirements, Vendor shall also maintain and provide to BIA-CT, Product Liability Insurance for the sale or distribution of any food products at the Event. Liability coverage should be in an amount no less than \$1,000,000.00.
- c. The Certificate of Insurance for the coverage in subsection (b) above shall name "The British Iron Association of Connecticut" AND "The Haddam Neck Fairgrounds Association" as an "additional insured."

6. General Release. The undersigned Vendor, individually and/or on behalf of the entity of the Vendor so named does hereby discharge, release, indemnify, hold harmless and agree to defend BIA-CT, and The Haddam Neck Fair Association, their Board, officers, employees, principals, members, employees, representatives, agents, contractors and volunteers, from and against any and all damages, claims, losses, demands, costs, expenses (including attorney's fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the patrons, guests, visitors, other food trucks, or any other person or entity present at the Event may suffer or incur arising from Vendor's acts or the breach of any agreement, obligation, warranty or representation made herein, or for claims not related to BIA-CT's duties under this Agreement. Vendor shall assume and defend at Vendor's sole expense any and all suits or defenses of claims made against BIA-CT, related to the acts, omissions, or activities of every kind and nature at the Event, including but not limited to any claim directly or indirectly related to the preparation and consumption of any food, the operation of the Food Truck, or any act for which the Vendor is involved at the Event. The foregoing indemnification of Vendor shall survive any termination or the expiration of the term of this Agreement.

7. Deadline for Submission to Participate. In order to be part of the Event, this Agreement shall be signed and returned contact to "Secretary@CTBritIron.org" no later than Friday, July 15, 2024. If you have any questions/concerns, please contact Even Coordinator D. Higgins @ (860-845-3147).

VENDOR:

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

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

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

Tax ID: \_\_\_\_\_

British Iron Association Of Connecticut

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

Please attach Menu sample or description, Vendor Photographs or other information as required per this agreement in Exhibit 1:

## **TERMS AND CONDITIONS**

### Use of Event Space

Vendor shall set up at the Event at the location designated by BIA-CT. Vendor shall provide all of its required electrical and potable water needs. Upon the conclusion of the Event, Vendor shall return its assigned space in the same condition as when it arrived. Any damage to the space, including but not limited to staining from the operation of the Food Truck, will be fully remedied at the Vendor's expense with the British Iron Association and/or The Haddam Neck Fair Association.

### Health Inspections

Prepared food vendors must provide BIA-CT with a copy of their mobile food license. Vendors are expected to follow all rules and regulations as set forth by the State of Connecticut Health Department. All Vendors must comply with all local and County and State health inspectors and their agents.

### Security

Vendor assumes all risk of loss or damage to its property, regardless of cause. Vendor may obtain insurance to insure its property. BIA-CT is not responsible for property that is lost, stolen or damaged.

### Safety

Vendor shall maintain an approved fire extinguisher, first aid kit and food safety equipment in the Food Truck at all times. Vendor shall ensure that grease and abrasives will not be disposed of on The Haddam Neck Fair Association's property.

### Tobacco and Alcohol Policy

BIA-CT event is not a tobacco and alcohol free facility. However, No alcoholic beverages may be sold, served or consumed while on the BIA-CT premises other than the BIA-CT currently approved vendor. Vendor will not sell, display, serve, consume or advertise on its Food Truck any alcohol or tobacco products. No employee or staff shall consume or have the presence of alcohol at the Event. Violation of this condition shall result in the shutting down of the Food Truck.

### Media Release

By signing the Agreement and by participating in the Event, the Vendor, for itself and its staff, employees, contractors or agents, hereby give consent to all photographs, audio recordings and/or video recordings taken of the Vendor or any of its staff, employees, contractors or agents. The Vendor, and for its staff, employees, contractors or agents, does understands that any such photographs, audio recordings, academic work, and/or video recordings become the property of BIA-CT and may be used by BIA-CT, or others associated with the Event with their consent, for educational, instructional or pro-motional purposes determined by BIA-CT in any broadcast and media formats now existing or created in the future.

### Trash

Vendors are expected to take their business' trash with them at the end of the Event and not use communal trash receptacles.

### Compliance with Laws

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations, now in effect or hereafter adopted in the performance of its work and services so provided. Vendor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Agreement prior the Event. Vendor shall at all times observe all safety measures necessary and required.

This Agreement has been delivered in the State of Connecticut and shall be construed in accordance with the laws of the State of Connecticut. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any legal action hereon or in connection with this Agreement shall be brought in Middlesex County, Connecticut.

