



## FOOD SERVICE VENDOR AGREEMENT

The Spiedie Fest invites you to participate as a food vendor at the 2024 Spiedie Fest & Balloon Rally scheduled for August 2, 3, & 4, 2024 at the Otsiningo Park in Binghamton, N.Y.

Vendor is willing to participate in such event upon the following terms and conditions. In order to accomplish the foregoing, the parties agree as follows:

Full Food Menu & Drinks	\$2,000
Specialty Food 2 items and drink	\$1,500
Single food 1 item and drink	\$1,000

We will be offering these on first come-first served basis. To secure your spot, we must receive payment (1/2 of vendor fee, reminder to be paid one week before event) and signed agreement.

Tent rental will be in addition to the amount and the price of such tent and will be based upon the size of the tent requested by the vendor. Spiedie Fest will not be responsible if any of the 3-day activities are cancelled in whole or in part. The fee is non-refundable.

1. Vendor shall participate in the Spiedie Fest/Balloon Rally the following dates and times:
  - Friday, August 2: 3 pm to 9 pm
  - Saturday, August 3: 10 am to 8 pm
  - Sunday, August 4: 10 am to 8 pm

Cancellation in whole or in part of or any of the 3-day activities for any reason shall not be the responsibility of the Spiedie Fest.

2. Prior to participating in the Spiedie Fest/Balloon Rally and selling food, vendor must obtain from the Broome County Health Department, a Health Department Certificate for Food Service Operations. Vendor shall provide such certificate to Spiedie Fest upon request.
3. Vendor shall purchase and maintain in commercial liability insurance this shall be written for not less than the limit of liability as follows:

• General Aggregate	\$1,000,000.00
• Products-Completed Operations	\$1,000,000.00
• Personal Injury & Advertising Injury	\$1,000,000.00
• Each Occurrence	\$1,000,000.00
• Contractual Liability Coverage	\$1,000,000.00

The foregoing policy shall contain a provision that coverage is afforded under the policy and will not be cancelled, modified, or not renewed until at least 30-days prior written notice has been

given to Fest. Certificates of Insurance showing coverage shall be filed with Spiedie Fest prior to July 22, 2024. The policy shall name Spiedie Fest/Balloon Rally Expo Inc. Committee and County as additional insured and any other deemed by the committee.

4. Vendor shall provide to Spiedie Fest a price list reflecting the prices and post prices at your booth.
5. Vendor shall supply Spiedie Fest an outline of the number of staff and volunteers. Vendor will have on hand to operate and serve the spectators and participants during the Spiedie Fest/Balloon Rally.
6. Vendor is responsible for cleaning and maintaining its location during and after each day of events. The Vendor shall not allow any debris to accumulate at its location.
7. Vendor must provide its own fuel and electricity needs for the entire Spiedie Fest/Balloon Rally. Ice can be purchased from the Spiedie Fest Balloon Rally Committee.
8. Vendor agrees to indemnify and hold Spiedie Fest Balloon Rally Expo. Inc. and Broome County, harmless from all claims for bodily injury and property damage and expenses, including reasonable attorney's fees that may arise from Vendor's operations under this agreement.
9. Spiedie Fest may establish further rules and regulations that must be adhered to by vendor.
10. In the event that Vendor refuses to abide by any rules or regulations or violates any term of this Agreement; Spiedie Fest may immediately terminate all rights of Vendor to participate in the Spiedie Fest Balloon Rally Expo. Inc.
11. The Agreement shall not create a landlord/tenant relationship between Spiedie Fest and Vendor.
12. Vendor may not assign this Agreement.
13. The laws of the State of New York will govern this Agreement. You must supply your tax ID number and provide an original certificate at the festival.
14. Not provision or part of this Agreement held to be void or unenforceable under any laws shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon parties.
15. This Agreement sets forth all the representations, promises, agreements, and understandings among the parties hereto with respect to this matter, and there are no other representations, promises, agreements or understandings, oral or written, other than as set forth referred to or incorporated herein. Agreement made as of \_\_\_\_\_ 2024 by and between Fest Balloon Fest") having an office at: P.O. Box 275, Binghamton, New York 13905 and \_\_\_\_\_ ("Vendor").

**DAVE PESSAGNO - EVENT COORDINATOR (607) 761-2475**

Vendor \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

You must hold your spot by paying ½ your fee in advance, we will work from a first come first serve, you must also contact the Health Dept 607-778-2887 to be able to participate. They will put you on a list for Spiedie Fest 2024 and get you set with a Health Permit for event.

**Make check out to “Spiedie Fest” and mail to:**

**Spiedie Fest**

**PO Box 275 W.V.S.**

**Binghamton NY 13905**

Size of Space needed \_\_\_\_\_

Bringing Your Own Tent or Trailer? \_\_\_\_\_

If you are renting a tent from us, please indicate size you need \_\_\_\_\_

**Call me with questions: Dave Pessagno 607-761-2475 Email,  
Dave Pessagno: davidpessagno@yahoo.com**

Food Item you will be selling \_\_\_\_\_