



## Vendor Agreement 2016 Treasure Island Food Fest

**VENDOR INFORMATION**

Vendor Name:	
Representative Name and Title:	
Address:	
Telephone Number:	E-Mail:

**DETAILS**

<p><b>VENDOR BENEFITS:</b></p> <p>10' x 10' Outdoor Booth Space  <b>VENDOR TO KEEP ALL REVENUES</b></p>	<p>Treasure Island Food Fest          June 17, 18, and 19, 2016</p> <p>Set up time: starts at 12 pm. on June 17          Removal: by 1 pm on June 20</p>
---	--

**TRIBAL SALES TAX.** The Vendor shall collect the tribal sales tax of 6.875% on the aggregate sales of the concessions and remit the same to TIRC, along with a written report of the quantity and price of the concessions sold. The report and payment is due by 8:00 p.m. on June 19, 2016.

**Application Terms:** This application is to apply for the Treasure Island Food Fest and is not guaranteed. You will be contacted by a representative to be informed if your application has been approved.

<p><b>VENDOR FEE:</b>          Vendor to pay \$100.00 fee.          Please make check payable to: <b>BBQ/Steak Cookoff</b>          Mail Payment and application to:          BBQ/Steak Cookoff          1725 West Main Street          Albert Lea, MN 56007</p>	<p><b>ITEMS TO BE SOLD:</b></p>
--	---------------------------------

Vendor agrees to the terms and conditions on the reverse page.

<p>PRAIRIE ISLAND INDIAN COMMUNITY d/b/a          TREASURE ISLAND RESORT &amp; CASINO</p> <p>By: _____          Its: _____          Date: _____</p>	<p><b>VENDOR:</b></p> <p>Vendor Name: _____          By: _____          Its: _____          Date: _____</p>
---	---

## Treasure Island Food Fest

The Treasure Island Food Fest is a FREE three day festival to be held June 17-19, 2016 at Treasure Island Resort & Casino 40 minutes south of the Twin Cities in Welch, MN.

The festival will feature live entertainment, a Kansas City BBQ Society BBQ competition, a Steak Cookoff Association competition, a chili contest, BBQ sauce contest, demonstrations from World Food Champions and much more.

The festival will also feature over 100 food merchandise vendors who will have the opportunity to sample and sell their products to the public as they spend the weekend in this food-filled atmosphere.

Food Merchandise Vendors can consist of companies who produce such products as sauces, salsas, jams, jellies, candies, dips, beef sticks, baking mixes, beverages and so much more. Food Merchandise vendors can also consist of those companies who produce food-related products, such as grilling utensils, cutlery, etc.

The Food Fest is designed to highlight licensed manufacturers and producers and will not accept applications from direct-sales companies such as Tupperware, Tastefully Simple, etc. While these are great national companies, it is not the vendor makeup that we are seeking. All applicants will be notified of their acceptance and submitting an application is not a guarantee.

All Food Merchandise Vendors selling consumable food products must be licensed by their respective State Department of Agriculture and follow all manufacturing good practices to ensure the safety of our attendees. **Home-made and unlicensed goods will not be allowed.** A copy of the vendor's food manufacturing license must accompany the application.



1. Prairie Island Indian Community d/b/a Treasure Island Resort & Casino ("TIRC") may terminate this Agreement in whole or in part at any time for its sole convenience. In the event of such termination, the Vendor shall be entitled to a refund of the fee paid.

2. The Agreement shall be deemed fully executed and performed on the Prairie Island Indian Community ("Community") reservation and shall be governed by and construed in accordance with the laws thereof. Any dispute between the parties of the Agreement shall first be attempted to be resolved amicably or through mediation if both parties consent. The Community Tribal Court shall have exclusive jurisdiction over the Agreement. Any legal proceeding shall only be brought before the Community Tribal Court. Both parties agree that no action shall be brought in any other state or federal jurisdiction. If an action is brought in another jurisdiction, then the defending party can use this provision to dismiss any such action and obtain any costs, disbursements and attorneys' fees from the party bringing the action. Both parties agree to execute any documents necessary to dismiss such action. Notwithstanding the above-stated provisions, a party may enforce an order, judgment or verdict of the Community Tribal Court in a state, federal, or other tribal court. Nothing in the Agreement shall be construed or interpreted to affect a waiver of Community's sovereign immunity. No waiver of the Community's sovereign immunity from suit may be implied from any action or document.

3. The Vendor agrees and understands that it is an independent contractor to TIRC and Vendor agrees that it shall conduct itself consistent with such status and that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TIRC.

4. This Agreement supersedes all prior agreements, written or oral, between the Community and the Vendor and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may not be assigned, waived, modified, amended or altered except by a writing signed by both parties.

5. The Vendor will comply with the Riders 1, 2, and 3 attached hereto.

6. Vendor hereby agrees to defend, indemnify and hold harmless TIRC, its members, directors, officers, elected or appointed officials, employees, and agents, from and against any and all, claims, damages, losses, expenses, judgments, demands and defense costs, and liability of any kind or nature, however caused, including those resulting from death or injury to Vendor's employees or guests and damage to property of the Vendor or the guests of the Vendor, arising directly or indirectly of the obligations or operations herein undertaken by Vendor, caused in whole or in part: (1) by any negligent act or omission of the Vendor or by anyone directly or indirectly employed by Vendor for whose acts it may be liable; or (2) by the Vendor's breach of the Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. This provision shall survive the expiration of termination of this Agreement.

7. This Agreement is contingent on Vendor being granted any necessary initial and continued approvals and/or licenses from the Prairie Island Indian Community Gaming

Commission. Vendor agrees to at all times cooperate with the Prairie Island Indian Community Gaming Commission in connection with any licenses and approvals necessary for Vendor to perform under this Agreement, to pay all associated costs and fees, and to diligently and promptly respond to any requests, inquiries, or investigations by the Prairie Island Indian Community Gaming Commission in connection with Vendor or this Agreement.

8. The Vendor understands and is aware of the possible damage or loss from whatever causes that may arise from the Vendor's use of the premises, and the Vendor agrees to assume all risks in connection with the use of the premises for its operations and activities, and forever releases the TIRC, employees, officers, members and agents, for any and all bodily injury, personal injury, death or property damage caused by any accident or incident which may occur as a result of the Vendor's utilization of the premises for Vendor's operations and activity.

This provision shall survive the expiration of termination of this Agreement.

## RIDER 1

### OPERATIONAL REQUIREMENTS

1. Vendor Representative. At all times Vendor or any of Vendor's personnel are present on TIRC premises, there shall also be present a representative of Vendor who shall be responsible for Vendor's operations and the conduct of its personnel.
2. Operations/Improvements/Utilities. Vendor shall furnish, at its own expense, all personnel required to erect, operate, dismantle and remove the concessions on the premises. Vendor shall operate the concessions from 5:00 p.m. to 10:00 p.m. on June 17, 2016, and from 10:00 a.m. to 9:00 p.m. on June 18, 2016, and from 10:00 a.m. to 5:00 p.m. on June 19, 2016. Vendor agrees to restrict the use of the TIRC premises to the furnishing of concessions, and not to use, or permit the use of, the premises for any other purpose without first obtaining the express written consent of TIRC. Vendor agrees to make only those alterations, additions, or improvements, in, to, or about TIRC premises which have been approved in advance and in writing by TIRC. Vendor shall not, nor will Vendor allow any of its agents or employees to drive any stake, instrument or object of any kind into the asphalt or grassy area of premises without the written consent of TIRC. Vendor shall not use the premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with TIRC's use of the premises
3. Alcoholic Beverages. Vendor agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon TIRC premises.
4. Condition/Damage to Premises. Vendor agrees to quit and surrender the premises to TIRC at the end of the term of the agreement in the same condition as the property was in as of set-up. Vendor agrees to not injure, nor mar, nor in any manner deface the TIRC premises or any equipment located on the premises, and to not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. Vendor agrees to not drive or permit to be driven nails, hooks, tacks or screws into any part of any building or equipment located on TIRC premises and to not make nor allow to be made any alterations of any kind to any such building or equipment. If any building or any equipment shall be altered in any manner and/or damaged by the act, default or negligence of Vendor, Vendor shall cause premises and/or equipment to be returned to the condition as existed prior to the event.
5. Ordinances and Statutes. Vendor agrees to abide by and conform to all laws, rules, regulations, and policies and procedures from time to time adopted or prescribed by the Community and by TIRC. Vendor shall comply and shall require its employees to comply with: all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies; the terms of this agreement; all relevant health and fire codes; and all trademark, copyright and other intellectual property laws. The Vendor agrees to comply with any lawful order given by a police officer or TIRC security officials.
6. Entry and Inspection. Vendor's use of premises is non-exclusive, and TIRC may enter at any time and for any purpose while Vendor is utilizing premises or at any other time.
7. Vendor Property. Vendor assumes all responsibility for all goods, materials, exhibits, displays, articles and other tangible personal property of Vendor in or on the premises before, during or after the event and TIRC assumes no responsibility for said items. Vendor agrees to assume all risk or loss of said property.
8. Personnel. It shall be the obligation of Vendor that all personnel employed by Vendor will be appropriately uniformed, will keep themselves in a neat and clean condition, will deal courteously with patrons of TIRC, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the TIRC premises. Vendor, upon request by the TIRC, will furnish a list of names of all personnel who will assemble, disassemble or operate the concessions, whether such request occurs before, during or after the event.
9. Safety. Vendor agrees to comply with any safety standards required to operate the concession stand according to the safety standards, rules and regulations prescribed by applicable laws. Vendor acknowledges and agrees that TIRC is committed to insuring the safety and well-being of its guests, members, children, youth, elderly, and disabled, and condemns all forms of abuse or neglect of people. Vendor represents and warrants that all persons affiliated or associated with Vendor, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the TIRC premises by virtue of this agreement, shall treat all persons with respect and all times will conduct all activities with full regard for public safety.
10. Toxic Waste/ Prohibited Substances. Vendor agrees that while Vendor is on the TIRC premises, it will not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Minnesota and federal law. Vendor also shall not use, store or permit to be used or stored in or on any part of premises any substance or item prohibited by law.