

Peninsula Oilers Food Truck Fridays
VENDOR INFORMATION
2017 Season
LOCATION: Oiler Park
103 S. Tinker St.
Kenai, Alaska

Dear Concessionaire:

Enclosed you will find the Concessionaire contract for the Peninsula Oilers Food Truck Fridays. The enclosed contract must be signed and returned to the Oilers, with payment. **Spaces are limited and will be filled on a first come first serve basis.** Copies of all required permits (please see below) must also accompany the contract. If spaces are no longer available by the time your paperwork and fees are submitted, you will receive a refund.

The contract will serve as your vendor's permit for the season. Other requirements include the following: A STATE OF ALASKA BUSINESS LICENSE, A KENAI PENINSULA BOROUGH SALES TAX COLLECTION PERMIT, A D.E.C. PERMIT, AND LIABILITY INSURANCE. **THESE DOCUMENTS ARE MANDATORY. WE MUST HAVE THESE IN HAND BEFORE WE CAN RESERVE A SPACE.**

ALASKA BUSINESS LICENSE (907) 465-2550

State of Alaska
Dept. of Commerce
Box D
Juneau, AK 99881-0800

HEALTH INSPECTION PERMIT (907) 262-5210

Dept. of Environmental Conservation
35390 K-Beach Rd., Ste. 11
Soldotna, AK 99669

Note:

All vendors are responsible to comply and be approved with all DEC regulations prior to the event. For More information visit them online at:

http://www.state.ak.us/dec/old_dec/deh/fss/consumers/temporary_food_service.html

TAX COLLECTION PERMIT (907) 262-4441

Kenai Peninsula Borough
144 N. Binkley
Soldotna, AK 99669

Please mail or deliver your signed contract, copies of all required permits and payment to:

Peninsula Oilers Baseball Club, Inc
Attn: Food Truck Fridays
601 S. Main St
Kenai, Alaska 99611

FOR MORE INFORMATION CALL THE PENINSULA OILERS OFFICE AT 283-7133

**Concessionaire Contract Terms
Peninsula Oilers Food Truck Fridays
2017 Season**

This contract made between the Peninsula Oilers Baseball Club, an Alaskan non-profit corporation, and your company and you must agree to the following:

PURPOSE: Concessionaire will provide and operate a food truck at the Peninsula Oilers Food Truck Fridays, in Kenai, Alaska, on the **selected days of the 2017 season** for the non-exclusive purpose of selling goods and services.

FEES: Concessionaire fee will be paid to the Peninsula Oilers Baseball Club per space rental on contact of \$25. The Peninsula Oilers reserve the right to reassign space locations to any vendor, but will make all reasonable attempts to secure preferred locations for vendors paying in full and including all the necessary documents.

DESCRIPTION: No rain free locations will be available, so concessionaires should be prepared for inclement weather. The truck must be self-contained. Water & electricity will not be available at the sight. Parking space will not be reserved for concessionaires.

LOCATION: The Peninsula Oilers will determine the space locations for each vendor.

TIME/: Concessionaires must be set up between **4:00pm and 6:00pm on game days**

Concessionaire must be open and ready for business by 6:00pm on game days or 1 (one) hour prior to start of game and stay open through the 9th inning. In the event of extra innings, vendor has the option to remain open. Concessionaire must clean up the location and vacate the premises after the game.

OPERATION: Concessionaire must have a fire extinguisher in the truck. Trucks should also have a first aid kit. Concessionaire is responsible throughout the game for keeping the truck and surrounding area clean and free of garbage, waste, water and trash. Dumpsters will be located nearby for your use. Concessionaire must supply any necessary garbage pick-up not readily available at the site.

All garbage and trash must be deposited in appropriate dumpsters.

USE RESTRICTIONS: Concessionaire must comply with reasonable restrictions as may be adopted by the Peninsula Oilers Baseball Club regarding use or operation of the trucks. Objects of questionable taste (as determined by the Peninsula Oilers staff), shall not be sold, distributed or exhibited. The Oilers maintain the right to prohibit the sale or distribution of any item it deems hazardous or a nuisance to the public.

LIABILITY: The concessionaire shall carry adequate public liability and/or property liability insurance to cover its business activities at the Peninsula Oilers Food Truck Fridays. Concessionaire shall indemnify, defend and hold harmless the Peninsula Oilers Baseball Club and their employees, volunteers and agents from any claim, economic loss, property damage, personal injury, expenses (including attorney fees), death or consequential or incidental damages in connection with or relating to the Peninsula Oilers Food Truck Fridays, except to the extent caused by the negligent or intentional conduct of the Peninsula Oilers Baseball Club, or their employees or agents.

CANCELLATION: The Peninsula Oilers may cancel the Peninsula Oilers Food Truck Fridays, in which case its sole liability to concessionaire will be to refund the fee paid by concessionaire.

ASSIGNMENT: The concessionaire may not assign or sublet this contract or any interest provided by this contract. This contract represents the final agreement of the parties, and any agreement or representation prior to acceptance of this contract by the Peninsula Oilers Baseball Club is void. This contract may be amended only by a written agreement signed by both parties.

**Concessionaire Contract
Peninsula Oilers Food Truck Fridays
Oilers Park
103 S. Tinker St. Kenai, AK
2017 Season**

This contract made between _____

(Concessionaire Business Name)

and the Peninsula Oilers Baseball Club, an Alaskan non-profit corporation; both agreeing to the terms listed in the attached contract.

Contact Name: _____

Email Address: _____

Mailing Address: _____ City, State, Zip: _____

Phone: (_____) _____ Cell: _____ Fax: _____

I am confirming a space for:

___ June 9, 2017

___ June 23, 2017

___ June 30, 2017

___ July 21, 2017

___ July 28, 2017

Please leave a short description of the types of food you will be selling:

Size of truck or space needed: _____

Did you attach a copy of your?

- Non-Refundable Booth Fee
- Release Form
- Alaska Business License
- Kenai Peninsula Borough Sales Tax Permit
- DEC Food Vendor Permit (if applicable)
- Proof of Liability Insurance Coverage

Concessionaire Signature: _____ Date: _____

You must also sign the release below for the entry to be accepted.
Peninsula Oilers Food Truck Fridays Vendor Release and Agreement

INSURANCE AND LICENSES ALL

Vendors are liable for their own insurance and licenses. This includes Business Licenses, Sales Tax Permit and DEC permits.

RELEASE AND AGREEMENT NOT TO SUE

Vendor releases and forever discharges the Peninsula Oilers Baseball Club, its agents, servants, employees and contractors and their successors in the interest (hereinafter collectively referred to as "Releases") from:

All actions, suits, claims, demands and damages of every kind and nature, whether special, incidental, consequential or otherwise, mature or to mature in the future, arising out of or in any way connected with the relationship created by this agreement between the Vendor and the Peninsula Oilers Baseball Club, Vendor's occupancy and/or use of the Peninsula Oilers Vendor area or any portion thereof, or any acts, omissions, faults or negligence of Releases.

Vendor agrees not to sue the Releases for any of the matters released above. In the event Vendor breaches this Agreement Not to Sue, Releases shall be entitled to recover their actual reasonable attorney's fees and costs in defending against any action brought by Vendor.

Responsible Party (Please Print): _____

Signature: _____

Office Use only:

Payment type _____ Amount: _____

of spaces needed _____ Date: _____

Payment date _____

Employee _____

All documents received? Yes _____ No _____