

**Cherokee National Historical Society, Inc.  
Cherokee National Holiday  
CONCESSION SALES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Cherokee National Historical Society, Inc., P.O. Box 515, Tahlequah, Oklahoma 74465 (hereinafter referred to as the "SOCIETY"), and

(Please print or type name, address and telephone number.)

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

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CONTACT: \_\_\_\_\_

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ADDRESS \_\_\_\_\_ :

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CITY, STATE, ZIP \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

(hereinafter referred to as the "VENDOR").

WHEREAS, the SOCIETY has Concession sites available for rental at the grounds of the Cherokee Heritage Center during the 66<sup>th</sup> Annual Cherokee National Holiday and

WHEREAS, the VENDOR wishes to enter into an agreement with the SOCIETY to rent a Concession site to sell food at the Cherokee Heritage Center during the 66<sup>th</sup> Cherokee National Holiday and agrees to remain on site for the times herein specified, and,

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings, and conditions contained herein, the parties mutually promise to the other, agree, and understand as follows, to wit:

**GENERAL CONDITIONS**

1. The VENDOR shall remain on site and be completely operational prior to the scheduled start time, agrees no items shall be sold prior to the SOCIETY conducting inspections of each site, and shall remain open throughout the duration of the times specified herein.

2.

	<u>Dates</u>	<u>Hours</u>
Set up allowed	Thursday, August 30, 2018	8 AM – 4 PM
Concession sales	Friday, August 31, 2018	9 AM – 5 PM
Concession sales	Saturday, September 1, 2018	9 AM – 5 PM
Concession sales	Sunday, September 2, 2018	9 AM – 5 PM

3. The VENDOR must pay in advance the amount of Three Hundred and Fifty Dollars (**\$350.00**) in the form of cash, cashiers check or money order (**NO PERSONAL CHECKS ACCEPTED**), for a concession site(s) as specified herein. No concession site will be reserved without advance payment. Cash should not be sent through the mail. No refunds for cancellation after 5:00 p.m., Friday, August 24, 2018. Spaces will be rented by availability, 1<sup>st</sup> come, 1<sup>st</sup> serve. Actual space assignment is not made until set-up and actual location will be at the discretion of our staff based on what kind of vehicle the vendor is using.

4. The VENDOR shall provide copies of the following documents to the SOCIETY, along with a signed original of this Agreement:

- a. **A copy of a current Certificate of Liability Insurance, copy of the concession menu, photo of concession, sales tax permit, current food establishment license and food handler's license.**

Mail contract to:

Cherokee National Historical Society, Inc.  
Attention: Cherokee National Holiday  
Holiday Concession Sales Agreement  
P.O. Box 515  
Tahlequah, OK 74465

5. No site shall be occupied until checked in by a SOCIETY representative.
6. The VENDOR hereby agrees to enter into a separate agreement for any other sales besides food at any location other than that specified in this Agreement.
7. Water is reserved for operation of vendor sites only. Vendors are responsible for supplying their own "Y" connector so that all these vendors can share a common hose.
8. The VENDOR shall use an enclosed concession booth or trailer.
9. The VENDOR hereby acknowledges and agrees to submit to an inspection by the State Health Department and agrees to abide by the criteria and regulations as set forth by the SOCIETY in its "Temporary Food Establishment Requirements", attached hereto as Attachment "a".
10. The VENDOR hereby agrees that no selling, dispensing, or consumption of any form of illegal drugs or alcoholic beverages will be allowed during the contract period with the Cherokee Heritage Center and during any Cherokee National Holiday related event.
11. The VENDOR shall furnish all necessary transportation and all appropriate facilities, equipment, tools, and supplies, such as tables, chairs, etc., necessary for operation, and agrees to remove all equipment, inventory, and personal property no later than 7:00 p.m. on September 2, 2018.
12. The VENDOR shall be responsible for payment of all required taxes to local, state, and federal authorities and shall keep such records of transactions as may be required by such authorities.
13. The VENDOR shall be responsible for the clean up of his/her assigned site(s), including bagging and tying all trash bags generated at the vendor's site(s) and delivering the bagged trash to designated trash pick up locations. **RV's, trailers, dual wheeled, dual axle vehicles, or other vehicle in excess of normal automobiles and light utility vehicles other than the vendor's concession trailer (conversion vans, pick-ups) must be parked in a designated area in the theater parking area.**
14. The VENDOR shall not damage, cut, or drive nails or any other foreign object into any trees at the Heritage Center grounds, nor will the VENDOR damage or deface any property on Heritage Center premises.
15. The SOCIETY shall provide a reasonable site or sites for the VENDOR'S use during the term of this agreement. Booth spaces are irregular in size. A space of at least twenty feet by twenty feet (20' x 20') shall meet this requirement.
16. The SOCIETY will provide the VENDOR with 110 volts of electrical services. The SOCIETY can supply a very limited number of 220-volt service outlets on a "first come, first serve" basis if requested in advance. The VENDOR may operate a generator only as a backup power supply during a power outage.

Please indicate your power needs here:

I absolutely must have 220 volt service (by checking this box you will not be considered for a site if such service has already been allocated to others.)

I only require 110 volt service.

Electrical connections to motor homes, recreational vehicles, campers, and/or campsites, etc., are prohibited at booth sites. Also, these vehicles will be required to park in a designated area away from the vending area located in the Tsa La Gi Amphitheater parking lot.

17. The SOCIETY hereby agrees that the VENDOR may set up the space(s) herein identified on **Thursday, August 30, 2018, at 8:00 a.m.** The SOCIETY reserves the right to relocate anyone setting up before being officially checked-in.
18. The SOCIETY and the VENDOR hereby agree the services specified in this Agreement may not be transferred, delegated, or assigned. "Booth sharing" is not allowed.
19. The SOCIETY shall not be responsible for accidents, electrical outages, or injuries, nor for any damage or theft of property belonging to the VENDOR.

20. This Agreement may not be terminated prior to its normal conclusion, except as provided in this section. The SOCIETY may terminate this Agreement without notice and forthwith remove the VENDOR from the SOCIETY's premises for selling UNAUTHORIZED ITEMS, failure to follow health standards, failure to sell from assigned site(s), or breach of any part of this Agreement. The VENDOR may terminate or cancel this agreement one (1) week prior to the date of concession sales in order to receive a refund, otherwise, this agreement may not be terminated or canceled prior to its normal conclusion, without the prior written consent of the SOCIETY.
21. The parties hereto stipulate and agree that, under this Agreement, the VENDOR is not acting as an agent, employee, representative, partner, nor joint venturer of the SOCIETY, but shall at all times and for all purposes have the status of independent contractor. The SOCIETY shall not control the manner or methods by which the VENDOR performs Concession Sales, except as expressly provided for herein.
22. The VENDOR assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to his/her own person or damage to the VENDOR'S displays, equipment, or other property and agrees to indemnify, defend, and hold harmless the SOCIETY and its employees, event coordinators, guests, and participants against all claims or expenses for such losses, arising out of the performance of this Agreement.
23. No refund will be issued due to inclement weather.

**VENDOR:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

**CHEROKEE NATIONAL HISTORICAL SOCIETY, INC.:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



**For Office Use Only:**

Payment Received: \$\_\_\_\_\_ [ ] Cash [ ] Money Order [ ] Cashier's Check [ ] Credit Card

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTES:** \_\_\_\_\_

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