Cyclone Carnival is an event that will appeal to Iowa State students, Faculty and Staff, Alumni, as well as the Ames community. We will provide opportunities to showcase Iowa State University and the surrounding community through various activities including food vendors, organizational showcases and sales, carnival rides and games, interactive novelties, family activities and much more!

DUE DATES:
Completed contract, insurance, food license, and payments              April 2, 2018
Final day to withdraw from agreement to recover all fees             March 26, 2018

CHECKLIST:
____ Completed and Signed Contract
____ Certificate of Insurance
____ Payment ($250)
____ Proof of Food License
____ *Power ($200 for 2-110 Volt Outlets) If so, how much ________
____ *Extra Space ($50 per linear foot) If so, how much ________

* These items are optional and by request only.
AGREEMENT dated _____ by and between Cyclone Carnival; hereinafter referred to as “Cyclone Carnival” and ___________________________, hereinafter referred to as the “VENDOR”, for the purpose of providing food concession services in support of Cyclone Carnival 2018, the student-run spring carnival, hereinafter referred to as the “EVENT.”

1. RECITALS:
   1.1. WHEREAS, Cyclone Carnival desires to provide food concession services to the public attending the EVENT on the following day and times:
      1.1.1. Saturday, April 14, 2018 from 10:00 AM to 5:00 PM = 7 hours
   1.2. WHEREAS, VENDOR represents and warrants that it has at least one year of experience in the business of serving and selling food items for public consumption prior to the Event; and
   1.3. WHEREAS, VENDOR is ready, willing, and able to perform such services pursuant to the terms and conditions herein,
   1.4. NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Cyclone Carnival and VENDOR hereby agree as follows:
      1.5.1. The above recitals are expressly incorporated in and made a part of this Agreement as though fully set forth herein.

2. Cyclone Carnival Responsibilities:
   2.1. Cyclone Carnival shall assign a specific location to VENDOR for purposes of providing food concession services. The location shall be 20 feet in width and 15 feet in depth for VENDOR to set up a food concession stand, necessary supplies, and equipment, hereinafter referred to as the “Premises”. The location designated by Cyclone Carnival will be parking lots B6 or C6. VENDOR will be notified of the assigned location by Monday, April 9, 2018.
   2.2. Cyclone Carnival will provide two (2) 110 Volt outlets for a fee of $200 if needed. Please indicate with a yes or no if power is required _______If additional power is required please indicate here____________Cyclone Carnival will not supply extension cords.
   2.3. Cyclone Carnival grants VENDOR, subject to the terms and conditions stated herein, the right during the EVENT to use the Premises at the agreed upon times to provide food concession services by serving and selling the following food items for public consumption in such portions and at such prices as agreed to as listed below or on an additional menu page:

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<th>Product</th>
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   2.4. Cyclone Carnival shall have the right to approve or reject in writing any food items, their respective portions and the price per portion, which VENDOR may request to substitute for the items listed in Sections 2.3 hereof.
   2.5. Cyclone Carnival shall have the right to control all aspects of the EVENT, including the VENDOR’s participation therein, to maintain Cyclone Carnival’s goal of representing Cyclone Carnival and the Ames dining industry in the best possible light. Cyclone Carnival shall have the right to restrict or prohibit any behavior or printed commercial matter that Cyclone Carnival deems, in its sole opinion, objectionable or in conflict with the family nature of the EVENT. Cyclone Carnival shall have the right to approve uniforms or costumes for VENDOR’s personnel. Any VENDOR promotion, scheme, or device involving the award of any novelty or prize is subject to approval by Cyclone Carnival. Cyclone Carnival is not responsible for cancellations, late openings, or early closings due to an act of God or other adverse weather conditions and no refunds will be made for such instances.

3. VENDOR Responsibilities:
   3.1. PROVIDE FOOD CONCESSION SERVICES
      3.1.1. VENDOR agrees to return this completed Agreement as well as proof of insurance, and payments by Monday, April 2, 2018 5:00 PM.
      3.1.2. VENDOR agrees to serve and sell only those items approved in Section 2.3 hereof, in the portions and at the prices per portion approved therein, and no other items or services, except as may be approved in the manner set forth in Section 2.4 hereof. Prices must be posted in plain view of the consumer at all times.
      3.1.3. VENDOR agrees to provide concession food services on the day agreed to in Section 1.2. Required serving times are from 10:00 AM- 5:00 PM on Saturday, April 14. Failure to comply with these serving times will result in a possible dismissal from the Event.
      3.1.4. VENDOR agrees to provide and maintain all necessary food service equipment, a competent and sufficient staff and a sufficient quantity of the above-referenced food items to serve and sell continuously throughout the Event.
      3.1.5. VENDOR agrees to provide the utensils necessary for the safe, sanitary, and efficient consumption of its product(s) by customers.
3.2. SET UP FEE AND DEPOSIT

3.2.1 Upon submission of the completed Food Vendor Agreement, VENDOR agrees to pay a fee of two hundred fifty dollars ($250.00). If VENDOR withdraws at any time after Monday, March 26, payment will be forfeited. Checks should be made payable to Iowa State University - Cyclone Carnival.

3.2.3 In the event that VENDOR withdraws participation after March 26, 2018, VENDOR agrees that the entire sum of two hundred fifty dollars ($250.00) will be forfeited to Cyclone Carnival.

3.2.4 3.2.5 In the event that VENDOR goes over the allotted space, VENDOR will be subject to a charge of fifty dollars ($50.00) per linear foot.

3.2.5 If VENDOR does not pay fees upon request of Cyclone Carnival during setup, VENDOR will prohibited from participating in the EVENT.

3.3. DELIVERY/SET-UP/SERVING/LOAD-OUT

3.3.1 VENDOR agrees to complete the initial delivery of all items and equipment by 9:45 AM on Saturday, April 14, 2018.

3.3.2 VENDOR agrees to be ready to serve customers by 10:00 AM on Saturday, April 14, 2018.

3.3.3 No VENDOR may begin serving BEFORE 10:00 AM on Saturday.

3.3.4 No pick-up and delivery trucks and/or trailers will be allowed on the site of the Event after 10:00 AM through 5:00 PM on Saturday, April 14. There will be a surcharge if you remain on premises.

3.3.5 VENDOR agrees to dismantle and clear the Premises of all food service equipment, inventory and any and all trash by Saturday, April 14, 2018 at 7:00 PM. Delays are acceptable only if caused by inclement weather conditions and if approved by Cyclone Carnival. VENDOR must check out in person with an authorized Cyclone Carnival member.

3.4. SANITATION, LICENSES AND PERMITS

3.4.1 VENDOR agrees to keep and maintain the Premises, equipment and the attached or immediately adjacent areas in a neat, clean, and sanitary condition on a regular basis during the EVENT. VENDOR agrees to deposit all garbage in trash vehicles or receptacles provided by Cyclone Carnival for that purpose. VENDOR agrees to not use the trash containers made available for customer use.

3.4.2 VENDOR agrees to return and yield back to Cyclone Carnival the Premises, any Cyclone Carnival equipment and the attached or immediately adjacent areas in the same condition in which they were received, reasonable wear and tear accepted. VENDOR agrees to be financially responsible for any cleaning, replacement or repair of the Premises or its accompanying articles after the completion of the EVENT. Equipment or other property not removed by the aforementioned deadline shall be deemed to be abandoned and may, at the option of Cyclone Carnival, become property of Cyclone Carnival. Cyclone Carnival shall have the right to offset any expenses incurred therefore against any payment to be made to the VENDOR.

3.4.3 VENDOR agrees to have a State of Iowa Food License appropriate for the type of food service and setting, or agrees to obtain a Temporary Food Establishment license or a Mobile/Push Card License from the State of Iowa and submit a copy of either of these licenses to Cyclone Carnival by Monday, April 2, 2018 at 5:00 PM. The VENDOR must operate in accordance with all City of Ames and State of Iowa fire codes and food codes, including but not limited to Iowa Code 481-31.12(137) Temporary Food Establishments.

3.5. INSURANCE AND LIABILITY

3.5.1. VENDOR agrees that Cyclone Carnival and its volunteers shall not be liable for damage to the VENDOR’s business or any loss of income therefrom or for damage to goods, wares, merchandise or other property of the VENDOR, its employees, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, rain, or from breakage, leakage, obstruction or other defects of pipes, wires, and appliances, or from any other cause, whether this damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the damage is inaccessible to the VENDOR. Neither Cyclone Carnival nor its volunteers shall be liable for damages arising, directly or indirectly, from an act of neglect of any other participant in the Event or from customers at the Event.

3.5.2 VENDOR shall obtain and maintain the minimum insurance coverages set forth herein by Monday, April 2, 2018 at 5:00 PM. Agreements submitted without correct certificate of insurance will not be accepted.

Minimum insurance coverages and requirements:

**Commercial General Liability**
- General Aggregate: $2,000,000
- Each Occurrence Limit: $1,000,000
- Damage to Rented Premises: $100,000
- Medical Payments (Any One Person): $5,000

**Automobile**
- $1,000,000 combined single limit each accident to include non-owned, hired, or rented vehicles.

**Worker’s Compensation and Employer’s Liability**
- Statutory Limits of $100,000/$500,000/$100,000.

**Additional Requirements**
- The company must be at least A- Class VII rated by A.M. Best Company.
- The State of Iowa; Board of Regents, State of Iowa; Iowa State University; and Cyclone Carnival **must be named as additional insureds** for General Liability and Excess Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.
Iowa State University requires occurrence coverage. The certificates should be marked “occurrence.” If there is no box marked “occurrence,” we require the notation “occurrence form” in the Special Conditions box.

Vendor must maintain insurance coverage throughout the term of this Agreement. Failure to maintain insurance coverage throughout the term of this Agreement, consistent with the provisions of this section, shall be considered a breach of contract. All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.

All policies may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days’ advance written notice via certified mail is provided to Cyclone Carnival.

The certificate must be mailed or emailed to:
Cyclone Carnival
Attn: George Micalone
1560 Memorial Union
2229 Lincoln Way
Ames, IA 50011
cyclonecarnival@iastate.edu

3.5.3 To the fullest extent permitted by law, the VENDOR shall indemnify and hold harmless Cyclone Carnival, Iowa State University, the State of Iowa, the Board of Regents - State of Iowa, and its officers, employees, agents, students and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the VENDOR or agent of the VENDOR, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the VENDOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

4. EVENTS OF DEFAULT, REMEDIES, AND TERMINATION ON AGREEMENT

4.1. The following shall constitute events of default:
4.1.1. Any material misrepresentation, written or oral, made by the VENDOR concerning the EVENT or Cyclone Carnival.
4.1.2. Failure by the VENDOR to perform pursuant to the terms and conditions of this Agreement or to observe any of the provisions herein.

4.2. Upon the occurrence of any event of default, Cyclone Carnival may:
4.2.1. Declare an immediate and automatic forfeiture of any rights conferred by this Agreement, and thereupon Cyclone Carnival shall have the right to enter the Premises and remove all persons there from, forcibly or otherwise;
4.2.2. Cancel this Agreement;
4.2.3. Request specific performance, an injunction or any other appropriate equitable remedy;
4.2.4. Prohibit the VENDOR from participating in any future Cyclone Carnival celebrations during the EVENT;
4.2.5. Retain set up fee; and/or
4.2.6. Cyclone Carnival may pursue any available legal remedies.

5. SPECIAL CONDITIONS

5.1. VENDOR agrees that it is an independent contractor under this Agreement and that nothing contained is intended or should be construed as in any way creating or establishing the relationship or partners of joint ventures between Cyclone Carnival and the VENDOR.
5.2. No official or volunteer of Cyclone Carnival shall be personally liable to the VENDOR under any term or provision of this Agreement, or because of Cyclone Carnival’s execution or attempted execution of this Agreement, or because of any breach hereof.

6. GENERAL CONDITIONS

6.1. This Agreement shall constitute the entire agreement between the parties and no warranties, inducement, consideration, promises, or other references shall be implied or imposed upon this Agreement that are not expressly addressed herein.
6.2. This Agreement shall be governed in accordance with the laws of the State of Iowa.
6.3. All of the terms and provisions of the Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assignees.
6.4. Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by email to cyclonecarnival@iastate.edu.

7. AUTHORITY

7.1. The signature of each person signing on behalf of the VENDOR has been made with complete and full authority to bind the VENDOR with respect to all terms and conditions of this Agreement.
**THUS AGREED TO AND SIGNED:**

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<th>Agreed to and accepted for the PRESENTER:</th>
<th>Agreed to and accepted for the VENDOR:</th>
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| By: George Micalone, Adviser, Cyclone Carnival (515/294-8370)  
  Director of Student Activities, Iowa State University | Signature:                                                                                     | Date:                                      |
| Date:                                                                                                          |

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<th>By: Hayly Smith, Cyclone Carnival Food Vendor Chair</th>
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