



FOOD TRUCK WAR VENDOR EVENT CONTRACT

THIS CONTRACT is executed by the undersigned vendor (“Vendor”) for the benefit of the The Greater Iowa City Area Home Builders Association (HBA). Vendor is participating in The HBA Home and Garden Show’s Food Truck War (“Event”) to be hosted by the HBA April 22, 2023. Vendor hereby agrees as follows:

VENDOR’S RESPONSIBILITIES: In connection with the execution of this Contract, Vendor shall be offered a \$0 entry fee in accordance with Vendor’s application (“Application”) to participate in the inaugural event. Vendor shall provide its own fully self-contained Mobile Food Truck, signage and menu visible to patrons and must have a valid Temporary Food Establishment Permit, unless already permitted in Johnson County. On or before March 17, 2023, Vendor shall submit to the HBA (i) proof of submitted Temporary Food Establishment Permit application; (ii) a copy of Vendor’s insurance complying with the requirements set forth in this Contract. Vendor’s failure to submit the foregoing by March 17th, will void Vendor’s Application and disqualify Vendor from participation in the Event. Vendor shall be positioned for the Event by 9:00 AM, April 22, 2023, and ready for attendee Judging at 10:00 AM. If Vendor is not on Event premises and positioned by 9:00 AM, Vendor will be disqualified and not allowed to participate. Vendor shall be ready for service at the Event at 10:00 AM on April 22, 2023 and will be required to serve through the conclusion of the event, April 22, 2023 at 5:00 PM (Complete Home & Garden Show Schedule: Friday, April 21st 5pm-8pm, Saturday, April 22nd 10am-5pm, Sunday, April 23rd 10am-4pm.) Vendor will not be able to remove their truck from the Event until he/she receives permission from the Event Director after 5:00 PM, Saturday, unless otherwise discussed and agreed upon prior to the event. Vendor shall not dump gray water on the site of the Event and shall dump all solid waste in the solid waste disposal areas.

FOOD TRUCK WAR/ REDEMPTION OF FOOD TICKETS: This event will host multiple food trucks, giving our Home & Garden Show attendees and hometown foodies a chance to sample items from our local vendors. Customers receive a voting card upon purchase of a Home & Garden Show ticket that they will use to vote for the vendor that they thought was the best. Event patrons will receive a free sample serving from each vendor and will drop their voting card in the vendor bucket that they wish to vote for. Event staff will retrieve tickets from buckets at 5:00 PM Saturday, April 22nd. Each truck’s full menu or menu of choice can be available upon opening. Trucks must be prepared to serve a minimum of 1500 attendees throughout the event. Failure to do so will automatically disqualify Vendor from being allowed to participate the following year.

SOCIAL MEDIA: We’d love for the trucks to help us generate a buzz around the event in addition to our own marketing campaign. We’d like each truck to post on their Facebook, Twitter, Instagram, Tik-Tok or Snapchat when they get accepted into The HBA’s Home & Garden Show Food Truck War and post at least 5 different posts on their social media accounts

during the week of the event and during the event tagging The Home Builder's Association Home & Garden Show 2023.

VENDOR'S INSURANCE: Vendor shall, at its sole expense and cost, carry and maintain, for the mutual benefit of itself, The Greater Iowa City Area Home Builder's Association, and employees, (i) a policy of general liability insurance against claims for personal injuries, wrongful death, or property damage occurring on or about The Johnson County Fairgrounds and the other Event premises (collectively, the "Premises") with a minimum amount of coverage of one million dollars (\$1,000,000) per occurrence on account of bodily injury and/or death to one person, and/or on account of damage to property and (ii) business, automobile liability insurance with limits of at least one million dollars (\$1,000,000) per occurrence. Each of said policies shall be issued by an insurance company reasonably acceptable to the HBA, contain a waiver of subrogation, bear an endorsement to the effect that the insurer agrees to notify the HBA, not less than ten (10) days in advance of the Event of any modification or cancellation of said policy and name the HBA and the Johnson County Fairgrounds as additional insureds. If not received ten (10) days in advance, Vendor will be disqualified and will not be allowed to participate in Event. Vendor's spot in the Line Up will be given to a truck on the waiting list.

ALCOHOLIC BEVERAGES: Alcohol may only be served to persons 21 year or over under the terms and conditions consistent with the applicable laws of the state of Iowa as long as vendor has supplied valid proof of liquor license prior to the event.

RELEASE AND INDEMNIFICATION: In consideration of Vendor's acceptance to participate in the Event, Vendor hereby voluntarily assumes responsibility for, and releases, waives, acquits, and forever discharges The Greater Iowa City Home Builder's Association, The Johnson County Fairgrounds, employees, members, sponsors, contributors, and volunteers (collectively, the "Releasees"), of and from, and agrees not to sue the Releasees, on account of, any and all liability, demands, losses, claims, and damages of every kind whether now or hereafter existing, arising out of, or in any way connected, directly or indirectly, with the Event or Vendor's participation in the Event, **WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE), GROSS NEGLIGENCE, INTENTIONAL CONDUCT OF ANY OF THE RELEASEES.**

Vendor further agrees to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property, or any other claim resulting from, arising out of, or in any way related to (i) Vendor's use and occupancy of the Premises, (ii) Vendor's participation in the Event, or (iii) any act or omission of Vendor, its agents, employees, or independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, **WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OF ANY OF THE RELEASEES.**

In executing this Contract, Vendor acknowledges and represents that Vendor has read the foregoing Contract including the foregoing Release of Liability and Indemnity agreement and will be bound by this Contract. Vendor acknowledges that failure to comply with rules and regulations here within this Contract will result in disqualification from The HBA Home & Garden Show Food Truck War. Vendor further acknowledges failure to follow ALL rules will automatically disqualify Vendor from being allowed to participate in future events.

Vendor: _____ Date: _____

By: Signature _____
or authorized agent on behalf of Vendor

Along with your completed application and event contract, please email us a picture of your truck/logo and dish to be displayed on our event website to Tyesha at Events@hbaofic.org or Karyl at karyl@hbaofic.org