



# 2023 FOOD VENDOR CONTRACT

**AUGUST 17th - 20th, 2023**

**LOCATION:** 6350 Lone Pine Hollow, Helena MT 59602

**SET UP:** Between 9:00 am and 2:00 pm first day of contract

**TEAR DOWN:** By 3:00 pm 08/20/2023

**VENDOR FEE:** \$250 for 3 days (**Must be paid in full**)

The number of food vendors will be limited by their menu. Applications will be reviewed as received and accepted or rejected on first come first served basis. This contract must be signed and returned by 08/01/2023

Make check payable and return to:

Dess Fest Montana, LLP  
106 Stuart St  
Helena, MT 59601

**CUT ALONG DOTTED LINE**

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Please return this section with your check, and please type or print legibly.

OWNER/CONTACT PERSON \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AMOUNT ENCLOSED: \_\_\_\_\_ SALES TAX #: \_\_\_\_\_

TYPES OF FOOD: \_\_\_\_\_

Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

**(DO NOT WRITE IN THIS SPACE)**

Total Fee \_\_\_\_\_ Date Paid \_\_\_\_\_ Check #: \_\_\_\_\_

Approved by \_\_\_\_\_

## 2023 FOOD VENDOR RULES

VENDOR hereby contracts with Dess Fest Montana, LLP for space at "Dess Fest" as follows:

VENDOR agrees to use and pay for food booth space as described. VENDOR agrees to accept space assigned and will not sub-let to anyone else.

Dess Fest Montana LLP or Lone Pine Hollow, will not be responsible for any injury which may arise to VENDOR, their employees, agents, guests or customers; or for the loss, theft of or damage to any food, display, merchandise, samples or vehicle from any cause whatsoever while in transit to or from, or while participating in Dess Fest. By executing this contract, VENDOR agrees absolutely and irrevocably to waive and release any claim it may have against Dess Fest Montana LLP, their officers, officials, agents or employees.

When ACTS OF GOD or any other causes not within the control of Dess Fest Montana LLP make it impossible for the VENDOR to occupy the Festival premises, then in such case Dess Fest Montana LLP, their officers, officials, agents or employees are jointly released from any and all claims for damages which may arise as a consequence thereof.

The VENDOR also agrees to the following conditions of this contract:

Set up shall be completed between 9 am and 2 pm the first day contracted.

Individual generators must be used.

Only food specified in contract may be sold.

Booth sharing by VENDORS is not permitted.

The VENDOR agrees to use qualified labor at all times.

The management shall be entitled to close an exhibit at any time for failure of VENDOR to perform, observe and comply with any term set forth in the contract.

VENDOR shall not be entitled to a refund or any part of any fee should he/she, for any reason, is unable to participate after acceptance.

If for any reason the management determines that the location of the Food Vendors should be changed or dates should be changed, management reserves this right.

All pertinent laws, ordinances and regulations pertaining to health and public safety shall be strictly observed.

Food VENDORS shall have appropriate license, insurance, and local health department permit.

VENDOR will cooperate by keeping Food Vendor area clean.  
Exhibits left over-night are at the VENDORS own risk.

The number of food vendors will be limited by their menu. Applications will be reviewed as received and accepted or rejected on first come first served basis.