



**AIRSHO 2023, September 9-10
FOOD VENDOR BOOTH CONTRACT**

The State of Texas)) KNOW ALL MEN BY THESE PRESENTS:
County of Midland)

This contract is made by and between the parties hereto and for the purposes and privileges expressed herein.

The Parties to the agreement are the CAF High Sky Wing AIRSHO, a non-profit corporation located at the Midland International Air and Space Port, Midland County, Texas, hereinafter referred to as "AIRSHO" and

_____ hereinafter referred to as "Vendor".

STIPULATIONS OF CONTRACT:

Upon acceptance of this contract by the AIRSHO, Vendor has agreed to operate a food booth that will be located on CAF High Sky Wing/Airport premises during the period of September 9-10, 2023.

Vendor agrees to sell the listed items below for the consumption of the public and further agrees that all prices for such items will be posted in clear view of the consuming public. Items to be sold:

Food: **NO PIZZA**

Food:

Drinks: **NO SOFT DRINKS / NO WATER**

Only the items listed above will be allowed to be sold. You will be contacted by the Food Vendor Chairman on any items that are not allowed in Vendor's booth.

Vendor will not sell alcoholic beverages of any kind or any bottled or canned drink beverages including water. Vendor will be required to purchase ICE exclusively from the CAF at a trailer on the premises. No other ICE vendor may be used during the duration of this contract.

Vendor will pay the sum of \$_____ for rent of _____ booth space(s) outdoors, to the CAF HSW AIRSHO, as full recompense for the vendor privilege. A **\$200 deposit, non refundable**, is to accompany this application with the **balance due on or before August 25, 2023**. No refunds.

Vendor will also provide a **SEPARATE \$100 refundable clean-up deposit**. This deposit will be returned to vendor the week after the event is over and a Food Vendor Representative has satisfactorily inspected the booth space. If vendor fails to have booth space cleaned up, the deposit will be forfeited. Any payments returned by the bank for ANY reason will void this contract and Vendor will lose all rights to participate in this or any future shows.

Vendor agrees to be totally responsible for payment and/or costs of all licenses, taxes and fees incurred as a direct result of this agreement. Vendor further agrees to save, indemnify, and hold harmless the **Commemorative Air Force**, its employees, officers, agents and members, their heirs, successors or assigns with regard to any claims, actions, events, litigation, or adverse results regarding the consumption or use of the products made and/or sold by the Vendor during the terms of this agreement. Vendor will provide the AIRSHO a Certificate of Insurance in the amount of \$1,000,000.00 or greater with the **Commemorative Air Force** named as additional insured no later than August 25, 2023, indicating insurance being current during the dates of September 8-10, 2023.

This is what should be on the insurance for additional insured:

THE COMMEMORATIVE AIR FORCE, INC., Officers, Directors, Members, employees, and Agents

THE AMERICAN AIR POWER HERITAGE FLYING MUSEUM, INC.

THE AMERICAN AIR POWER HERITAGE MUSEUM, INC.

THE AMERICAN AIR POWER HERITAGE FOUNDATION, INC.

**P.O. BOX 764769
Dallas, Texas 75376**

Vendor agrees to confine his/her operation to the location and space as designated by the AIRSHO 2022 Food Vendor Committee. **NO electricity is provided.** Vendor must supply own generator, at Vendor’s expense, if needed. Vendor agrees to keep all litter clear in the vicinity of Vendor’s location during the terms of this agreement.

Vendor agrees and understands that this agreement in no way allows the contracting Vendor to sublet, loan or provide space usage to another person, persons, group, or organization.

Vendor agrees not to operate any loud-speaker system, radio, or television at the assigned location during the terms of this agreement, nor shall the Vendor distribute or allow to be distributed any printed matter of any kind either from said location or from any other area of the property under the control of the CAF. Vendor further agrees that no bills, signs or other posted materials other than prices, product description and Vendor sponsor name will be posted for public view. No motorized vehicles will be allowed during AIRSHO hours.

Vendor agrees to have all equipment, fixtures and other related items and materials in place and fully constructed and operable, save and except perishable items, by no later than 6:00 p.m., local time, September 8, 2023. Vendor agrees to operate said facility between the hours of 9:00 a.m. and 4:00 p.m., on Saturday and Sunday, September 9 & September 10, 2023. Failure to operate between agreed times shall constitute default in the terms and conditions of the agreement unless otherwise directed by the AIRSHO Food Vendor Committee. Vendor agrees to remove booth and support equipment from CAF High Sky Wing premises no earlier than 4:00 p.m. and no later than 6:00 p.m. on Sunday, September 10, 2023.

AIRSHO agrees to provide to Vendor eight (8) wristbands for admission to AIRSHO 2023. Additional wristbands may be purchased in advance at \$10 each.

TERMS OF AGREEMENT:

The terms of this agreement shall begin September 8, 2023, and shall conclude at 6:00 p.m. September 10, 2023.

CONDITIONS OF DEFAULT:

Should the Vendor violate any of the above STIPULATIONS OF CONTRACT or violate any conditions as set forth in the FOOD VENDOR BOOTH GUIDELINES, it shall be the right of the AIRSHO to cancel this contract. AIRSHO will retain all payments made including clean-up deposit.

AGREEMENT:

Parties to this FOOD VENDOR BOOTH CONTRACT and FOOD VENDOR BOOTH GUIDELINES are agreed upon and entered into this _____ day of _____ 2023. The State of Texas law shall govern this Contract.

Organization: _____

Contact Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Cell Number:** _____

Email Address: _____

Authorized Vendor Signature: _____

AIRSHO Authorized Signature of Acceptance: _____ **Date:** _____

Makes checks payable to: AIRSHO 2023

Remit to: High Sky Wing
AIRSHO – Attn: Gena Linebarger
P.O. Box 61064
Midland, TX 79711

AIRSHO OFFICE USE ONLY:

Food Vendor: _____

Contact Person: _____

Phone Number: _____

Booth Fee Total \$ _____

Deposit Enclosed (\$ _____) Date: _____

Remaining Balance Due \$ _____ Date paid in full: _____

Clean-up Deposit \$ _____ (Separate Check)

Insurance Provided: _____

BOOTH SPACE: _____ (Assigned by CAF AIRSHO)

Additional Wristbands _____ @ \$10 each \$ _____