

ABATE of Iowa, Inc.
40th Annual Freedom Rally
FOOD VENDOR CONTRACT

This contract is made between ABATE of Iowa, Inc., and _____
(Name of business)

For the purpose of renting vendor space at ABATE of Iowa Freedom Park, 2507 160th Ave, Algona, Iowa, 50511, during the 40th Annual Freedom Rally. For purposes of this contract, ABATE of Iowa, Inc. will be referred to as ABATE; the vendor will be referred to as Vendor; ABATE of Iowa Freedom Park will be referred to as Park; the Annual Freedom Rally will be referred to as Rally; and ABATE of Iowa Vendor Coordinator Sheila Evans will be referred to as Vendor Coordinator. ABATE will be represented by the Vendor Coordinator, with final approval by the State Coordinator.

The dates of the 40th Annual Freedom Rally are July 3rd, 4th, 5th, 6th.

TERMS

1. No vendor will be allowed to sell any food or merchandise without a contract with ABATE.
2. No person will be allowed to exhibit or demonstrate a product, with the intention of making a profit from such exhibit or demonstration, without a contract with ABATE.
3. The location where the Vendor will be placed within the vendor area is at the discretion of ABATE.
4. No Vendor will be allowed to set up in the Park prior to noon, Monday, June 24th, 2024 unless the Vendor has written approval from the Vendor Coordinator.
5. The Vendor must be set up no later than noon, Tuesday 2nd of July, at which time inspection is schedule to start. If inspection is not done your merchandise can not be sold. (Subject to change)
6. The Vendor will remain set up in the Park until 9:00 a.m. Sunday, July 7th 2024. Violation of this term will result in a fine of \$100.00 to be paid prior to departing the park.
7. Vendor property must be removed from the Park by 9:00 a.m., Friday July 12th, 2024 unless the Vendor has written approval from the State Coordinator. (prior to end of rally) and state for length of time begin left at the park.
8. ABATE will make every effort to provide reasonable space sufficient for the Vendor to conduct business. Request no more space than is needed for your business. Any space over 40 feet wide by 30 feet deep will be provided at the rate of \$.25 (twenty-five cents) per square foot. This additional fee must be paid prior to the Vendor leaving the Park at the conclusion of the Rally, or at the time of your contract payment. We don't have space for 40' plus travel trailer/ 5th wheels. Measuring from tongue to tail.
9. Space for **one** Vendor housing (tent, camp trailer, or RV, none longer than 40 feet) and **one** vehicle will be included in the space requested by the Vendor. Any additional housing will be tents only in the general camping areas at no charge. For larger travel trailers /5th wheels must be arrange with RV Coordinator and paid for prior to rally. The vehicle must be stationary and fit into the space requested. Any additional vehicles necessary to transport employees to the Rally are to be parked in the vendor parking area at no charge. All Campers must be completely self-contained. There will be no dumping ***There will be no dumping of sewage/black water any kind in the Park. You must take all cooking oils with you when you leave!***
10. The Vendor requests space as follows: _____ feet frontage; ___30'___ depth; _____ total square footage. If ABATE is not able to provide space exactly as requested, space requirements will be negotiated between ABATE and the Vendor before this contract is signed by ABATE. Please include in footage calculations enough room to maneuver all vehicles, trailers, etc. into the space.
11. ABATE will provide electricity for the Vendor if requested and requirements are considered reasonable. Requirements: _____ (includes requirements of Vendor

housing). If ABATE is not able to provide electrical requirements as requested, requirements will be negotiated before this contract is signed by ABATE. **The Vendor must supply any electrical cords or connections needed by the Vendor.**

12. **The Vendor will be required to be open for business, from 10 am till 2 am but may be open longer if they wish.**
13. No person under the age of 18 will be allowed to be a Vendor or be employed by a Vendor.
14. Food vendors are allowed maximum ten (10) employees, including the owner or manager, to be admitted to the Rally at no cost. Additional employees must enter at the main gate or the south (parking lot) gate and purchase admission or will be charged at the end of rally at time of settling with Vendor Coordinator.
15. The Vendor shall be restricted to vending only pre-approved food as listed on this contract.
16. Vendors selling food will not be allowed to sell merchandise or allow other vendors to sell merchandise from their vending space.
17. Vendors are prohibited from selling any item in a disposable glass container.
18. Sale or distribution of illegal drugs or illegal drug-related items are strictly forbidden and will result in your removal from the Rally. All moneys owed to ABATE will be due prior to leaving the Park.
19. The Vendor will pay ABATE a \$400.00 non-refundable space rental fee, payable at the time the Vendor submits this signed contract for review and approval by ABATE.
20. **In addition to the \$400.00 non-refundable space rental fee, a fee based on the total gross sales MINUS sales tax made by the Vendor while vending in the Park will be paid to ABATE prior to the Vendor leaving the Park. The Vendor will remit an amount equal to 15% of the gross sales.**
21. The Vendor is required to maintain detailed records during the Rally as ABATE has the right to examine the Vendor's records in order to insure compliance with the terms of this contract. Any Vendor unable to show detailed records will be assessed a fine of \$150.00 and face possible exclusion from future ABATE events. Vendor Coordinator will be in Food court area to settle payment at 9:00 am on Sunday July 7th.
22. Any Vendor suspected of falsification of records will not be allowed to vend at future ABATE events.
23. The Vendor will be responsible for following all Local, State and Federal laws relating to the Vendor's business and obtaining proper permits, license, and insurance where applicable. ABATE will not be responsible for any local, state, or federal income or sales tax obligations incurred by the Vendor. It will be the sole responsibility of the Vendor to contact the Iowa Department of Revenue to acquire a Sales Tax Permit (www.iowa.gov/tax). (ABATE provides the State of Iowa a list of all vendors prior to the Rally.) A copy of the Sales Tax Permit must be given to the Vendor Coordinator upon arriving in the park. Unless the vendor has an annual Iowa Food License, a Temporary License is required. To acquire a Temporary License, go to; <https://dia.iowa.gov/food-consumer-safety>, Complete and submit the form. A copy of annual or temporary license to be given to the Vendor Coordinator upon arrival in the park.
24. In accordance with Article 2-304-1.11 (Outer Clothing) of the Food Code, "Food employees shall wear clean outer clothing to prevent contamination of food, equipment, utensils, linens, and single-service and single-use articles." Food employees are required to wear shirts with some type of sleeve.
25. The Vendor is responsible for keeping his/her vending area clean of all debris before departure from the Rally. Any Vendor failing to clean up their vending area will be assessed a fine of \$250.00, due and payable to ABATE no later than July 31, 2024.
26. The Vendor and employees will adhere to all rules imposed on all attendees to the Rally pertaining to, but not limited to, prohibition of pets, firearms and fireworks.
27. ABATE will not be held responsible for any loss, theft, or damage incurred by the Vendor.
28. ABATE reserves the right to terminate this contract at any time with all moneys due ABATE payable at that time.
29. **Deadline for returning entire signed contract to Sheila Evans 2210 S. 14th St. Fort Dodge, Iowa 50501 March 31st, 2024**

30. Vendor will be assessed a \$100.00 late fee if this contract is received later than the deadline date.

31. Copies of the Vendor's sales tax permit, food license and proof of liability insurance must be given to ABATE for our records when entering the Park to set up. Employees admitted as part of this contract (term 14) must show photo ID's to Vendor staff when entering. Any vendor not supplying these documents will not be allowed to vend in the park.

There will be and extra charge for Wi-Fi, 25.00 per device. Do to the increase of phones in the park we had to run special equipment for our vending area so everyone can have use of Wi-Fi.

List food items, with specialty items first, that the Vendor intends to sell, subject to approval by ABATE (refer to term #15). Any item crossed out by ABATE cannot be offered for sale by Vendor (attach sheet if necessary):

ABATE of Iowa Vendor Coordinator: Sheila Evans 515-571-9167

Signed: _____ Date: _____
ABATE of Iowa State Coordinator

Signed: _____ Date: _____
Vendor or Representative

Business Name: _____

Business Address: _____

Business Owner: _____

Contact Person (if different than owner): _____

Contact Person's mailing address: _____

(If different than business address)

Phone Number of Owner or Contact Person: _____

Cell Phone: _____

E-mail Address of Owner or Contact Person: _____

Iowa Sales Tax Permit number: _____ (if you have one)

