



## YELLOWSTONE ART MUSEUM & MONTANA STATE UNIVERSITY BILLINGS FOOD CONCESSION AGREEMENT

JUNE 25, 4 – 8 P.M. | JUNE 26, 10 A.M. – 7 P.M. | JUNE 28, 10A.M. – 4 P.M.

NAME OF VENDOR: \_\_\_\_\_ LICENSE #: \_\_\_\_\_

CONTACT: \_\_\_\_\_

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

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

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Application due by May 19, to returned to the Yellowstone Art Museum Event Coordinator

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### THIS SPACE RENTAL AGREEMENT IS BETWEEN THE YELLOWSTONE ART MUSEUM, MONTANA STATE UNIVERSITY BILLINGS, AND THE ABOVE VENDOR.

- EVENT DATE:** Friday, June 25, 4 – 8 p.m., Saturday, June 26, 10 a.m. – 7 p.m., and Sunday, June 27, 10 a.m. – 4 p.m.
- FEE:** \$400. Payment is due with application. To be included in marketing, all paperwork, including liability insurance, must be received by May 19. This payment is tax deductible.
- ATTENDEES:** 7,000+
- LOAD-IN:** Friday, June 25, 10 a.m. – 2 p.m. All vendors must be in place and ready by 2 p.m. in case of inspection by Riverstone Health. Vendor placement TBD.
- OPERATION:** Vendors must be fully staffed, open, and must remain fully staffed and open during all hours of *SummerFair* regardless of weather conditions.
- INCLEMENT WEATHER:** In the event of inclement weather, *SummerFair* will proceed as scheduled.
- ELECTRICAL:** All vendors are responsible for their own electricity.
- LOAD-OUT:** Sunday, June 27, between 4 – 6 p.m. Vendors may not begin to load-out until *after* 4PM
- SECURITY:** Vendors are responsible for the safety and security of their own property and equipment at all times.
- WEATHER SECURITY:** Vendors are responsible for adequately anchoring all equipment to withstand the elements of weather. Vendors are responsible for bringing their own anchoring devices (weights, stakes, and/or water barrels). No tent spikes larger than 6”.

**BEVERAGES:** Due to pre-existing contracts with our event sponsors, no vendor is allowed to sell water or soda unless they have purchased it directly from the YAM. The vendor may then resell the product through their food truck. Specialty beverages like Strawberry Lemonade, Iced Tea, Boba Tea, Coffees, Cream Sodas, etc. may be sold if approved and acknowledged by a YAM representative.

Please indicate what (if any) specialty drink items you intend to serve:

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**LICENSES:** Vendors must have current business and health licenses for operation within Billings on file with Riverstone Health.

**MENU:** Please indicate food service menu below. The YAM and MSUB offer NO EXCLUSIVITY option of menu items, but will try not to double-book types of offerings.

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**FLAME:** Do you plan to use a BBQ, propane, or open flame unit?  Yes  No

If yes, what are the dimensions? -----

**HAUL:** Do you plan to use a trailer, freezer, or canopy?  Yes  No

If yes, what are the dimensions of your set-up? -----

**GENERATOR:** If you plan to use a generator, it must be quiet, and out of the public area (behind your set-up, etc.)  
**We reserve the right to have faulty generators shut down, with no refund to the vendor.**

**PROMOTION:** *SummerFair* and *Montana State University Billings* work to provide you with a well-organized, promoted and advertised event. **Share** your participation with your followers and fans so they can catch your great food at this year's events.

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## CONTACT:

Yellowstone Art Museum  
Molly Schiltz  
Special Events Coordinator  
406-256-6804 x236  
events@artmuseum.org

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## SIGNATURE:

Vendor Representative (Printed):

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Vendor Representative (Signature):

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Date: -----

Authorized YAM & MSUB Representative (Printed):

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Authorized YAM & MSUB Representative (Signature):

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Date: -----

(Agreement will not be authorized until payment and required documents are received by the YAM & MSUB)

# LIABILITY WAIVER AGREEMENT

## FOOD CONCESSION STAND

### YELLOWSTONE ART MUSEUM & MONTANA STATE UNIVERSITY BILLINGS FOOD CONCESSION AGREEMENT

JUNE 25, 4 – 8 P.M. | JUNE 26, 10 A.M. – 7 P.M. | JUNE 28, 10A.M. – 9:30 P.M.

The Yellowstone Art Museum (YAM) and Montana State University Billings (MSUB) are allowing \_\_\_\_\_ (vendor) to have a concession space at *SummerFair 43*. I, vendor, agree to assume any and all liability and to hold harmless the YAM and MSUB, and any of their agents, thereof against any liability that may arise due to our operation of the individual concession booth.

I further acknowledge that YAM, MSUB, or their agent(s), thereof assume no responsibility whatsoever for any damage or injuries that may occur in the operation of the concession stand.

I further agree to abide by all provisions that are stipulated in the Concession Agreement.

Name of Vendor: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Representative: \_\_\_\_\_

Please submit this waiver with your signed agreement.

