

BEAR DANCE VENDOR RENTAL AGREEMENT

This Vendor Rental Agreement for Concession operations at the Southern Ute Bear Dance is made on this _____ day of _____, 2014, by and between the Southern Ute Indian Tribe and _____ Vendor.

The Parties hereby agree as follows:

1. **RENTAL**

The Southern Ute Indian Tribe & Cultural Department has accepted the Vendor Rental Agreement submitted. The Vendor wishes to sell _____ for the duration of the Bear Dance, subject to the terms stated in this Agreement.

2. **PAYMENT**

The Fees paid for the Rental is determined by the Vending Space. A **\$25.00** Key Deposit is required for those Vendors utilizing the Concession Booth **INSIDE** the Bear Dance grounds. The Key Deposit will be returned after the inspection of the Concession Booth inside the Bear Dance Grounds and upon return of said key. Those Vendors utilizing or setting up Concession Stands outside the Bear Dance Grounds will NOT require a Key Deposit. **ALL RENTAL PAYMENTS MUST BE MADE BY CASH OR MONEY ORDER. NO CHECKS OR CREDIT CARDS WILL BE ACCEPTED.**

3. **TERMS**

Vendor will be allowed to set up beginning **at 9:00 AM, on May 22, 2014**. All Vending equipment must be **removed by 12:00 NOON, Tuesday, May 27, 2014**, the day after the Bear Dance. If Vendor does not remove all equipment, supplies/and or products on said date, any remaining equipment, supplies or products shall become the property of the Southern Ute Indian Tribe.

4. **HEALTH REGULATIONS**

- A. Vendor and all Persons employed or working at any Food Concession operations must possess a current valid Food Handler's Permit issued by the Indian Health Services (IHS) or an equivalent State Authority. All Food Handler's Permit must be visible.
- B. Vendor Food Service operations, if any, will be subject to periodic random Health Inspections at the discretion of the Indian Health Services and/or the Southern Ute Indian Tribe.

5. **HOURS OF OPERATIONS**

Vendors will operate only during designated Bear Dance times beginning at 10:00 a.m., each day, and will close at the discretion of the Bear Dance Chief or the Southern Ute Indian Tribe.

6. **VENDOR(S) RESPONSIBILITIES**

- A. Vendor will dispose of trash in and around the Concession area and will keep the area clean. Vendor shall be responsible for all costs to maintain or repair concession operations. The Vendor shall reimburse the Southern Ute Indian Tribe for all repair or maintenance costs incurred by the Southern Ute Indian Tribe during the term of the Agreement for the vending operations.
- B. **Vendor agrees it will not dispose of cooking oil inside the Bear Dance Grounds. Vendor will transport their cooking oil to the designated area located on the east side and outside of the Bear Dance Grounds. NO INDOOR COOKING IN VENDOR SPACES: A, B, C, D.**
- C. **Vendor agrees it will NOT SELL, without limitations, Pop Guns or any Guns of any sorts. Poppers of any sort, Silly String, or any other noise making toys on the Bear Dance Grounds.**

7. **INDEPENDENT CONTRACTOR**

Vendor and the Southern Ute Indian Tribe understand and acknowledge that the Vendor is an Independent Contractor and not an employee of the Southern Ute Indian Tribe, and that the Benefits and Rights to which the Vendor is entitled are limited to those expressly set forth in this Agreement. No other rights or benefits are conferred upon the Vendor by any other Contract, Tribal Law or Policy, including the Southern Ute Indian Tribe’s Personnel Policies and Procedures. Vendor shall be responsible for all State and Federal Tax filing requirements, Insurance and Workers’ Compensation coverage, as well as any other State or Federal requirements that may apply to the Independent Contractor.

8. **TERMINATION**

The Vendor Rental Agreement may be terminated for cause by either Party for a Breach of the Agreement. The Vendor or the Southern Ute Indian Tribe may cancel this engagement for any reason without cause upon one (1) day written Notice prior to the beginning date for the term of this Agreement, see Paragraph 3-Term.

9. **GOVERNING LAW**

Southern Ute Indian Tribal Law shall govern the Vendor Rental Agreement. The Vendor agrees that all disputes, actions and claims arising from the Agreement shall be subject to the exclusive jurisdiction of the Southern Ute Indian Tribal Court. The Vendor hereby consents to the personal jurisdiction of the Southern Ute Indian Tribal Court by entering into this Agreement with the Southern Ute Indian Tribe. Noting in the Vendor Rental Agreement shall be construed as a Waiver of the Southern Ute Indian Tribe’s sovereign immunity. In the event of litigation to enforce the Terms of the Vendor Rental Agreement, the prevailing party shall be entitled to recover reasonable Attorney’s fees and costs.

10. **INDEMNIFICATION**

Vendor agrees to hold the Southern Ute Indian Tribe harmless from and against any claims, costs, expenses, damages, liabilities, losses or judgments sustained by third parties as a consequence of the acts of the Vendor, Vendor’s Agent or Employees. Vendor shall be responsible for any and all damages caused by Vendor as a result of services performed pursuant to the Agreement.

11. **ENTIRE AGREEMENT**

The Vendor Rental Agreement supersedes all prior written or oral Agreement and is not contingent upon or conditioned on the performance of any other Agreement, which may have been entered into by the Parties. This Agreement and any Exhibits or Attachments incorporated herein by reference constitute the entire Agreement of the Parties, and there are no other written or oral Agreements, representations, or understanding of any kind. If there is a conflict or inconsistency between the terms of the Agreement and any Exhibits or Attachments, this Agreement shall take precedence, unless the matters set forth in the Exhibit or Attachment expressly and explicitly provide otherwise. No modifications of the terms of this Agreement shall be valid and enforceable unless such modifications are in writing and expressly accepted and agreed to by the Southern Ute Indian Tribe and Vendor.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

FOR THE SOUTHERN UTE INDIAN TRIBE

VENDOR NAME

Tara Vigil, Events Coordinator
Culture Department
Southern Ute Indian Tribe

Signature

Date: _____