

2019 QUAPAW POW WOW CONCESSION

SALES AGREEMENT

This agreement, made and entered into this ____ day of ____ 2019, by and between the 2019 Quapaw Powwow Committee of the Quapaw Tribe of Oklahoma, herein referred to as the *COMMITTEE*, of the Quapaw Tribe of Oklahoma, PO BOX 765, Quapaw, OK 74363, and;

Name _____
Mailing Address _____
City, State, Zip _____
SS# or Tax ID # _____

Whereas the Committee wishes to enter into an agreement with the services of

A concession stand vendor at the 2019 Quapaw Powwow for the following date(s):

One Booth Space Per Concession Vendor

July 4, 2019 _____
July 5, 2019 _____
July 6, 2019 _____
July 7, 2019 _____

Whereas, _____, herein after referred to as the *CONTRACTOR*, hereby affirms that he/she company is an independent contractor and further maintains that he/she is qualified, willing and able to perform the services herein described.

NOW, THEREFORE, and in consideration of the mutual covenants, promises, agreements, understandings and conditions herein contained the parties here to mutually promise to the other, agree and understand as follows:

SPECIAL CONDITIONS:

It is agreed that all following special conditions must be completed for this agreement to be in effect:

- A. CONTRACTOR must pay, in advance, the required payment of \$500.00 for the four-day powwow, in the form of a money order made payable to the Quapaw Powwow. **PAYMENT IS NONREFUNDABLE.**
- B. The CONTRACTOR is to use only the site or sites assigned by the COMMITTEE.
- C. The CONTRACTOR hereby agrees not to attempt to use any electrical equipment requiring more than 110 volts. No electricity will be available for air conditioners.
- D. The CONTRACTOR provides tables and chairs for his/her booth space.
- E. The CONTRACTOR will be equipped to supply his/her own power and water if the COMMITTEE is unable to provide such items.
- F. The CONTRACTOR will be responsible for the clean-up of his/her assigned site(s). The CONTRACTOR will bag and tie all trash and deliver to bagged trash to designated trash pickup locations.
- G. The CONTRACTOR will be responsible for payment of all required taxes to local, state and federal authorities and shall keep such records of transactions as may be required by such authorities.
- H. The CONTRACTOR hereby agrees that NO SALE OR DISPERSING OF ALCOHOLIC BEVERAGES OR DRUGS will be allowed.

PERFORMANCE REQUIREMENTS OF THE COMMITTEE:

- A. The COMMITTEE will provide a reasonable site(s) for the CONTRACTORS use if available.
- B. The COMMITTEE will make every reasonable attempt to provide power and water for the CONTRACTORS use if available.
- C. The COMMITTEE hereby agrees that the CONTRACTOR may set up the booth space(s) herein specified on the date(s) indicated on the first page of this agreement.
- D. The CONTRACTOR is to provide all appropriate facilities, equipment, food and supplies necessary to provide adequate food sales for the agreed upon menu items.

- E. The CONTRACTOR will be on site and completely operational, prior to the scheduled duration of the event covered by this agreement.
- F. The CONTRACTOR will comply with all appropriate State and Local Health Laws and Regulations and shall obtain a food handler's permit prior to negotiating this agreement.

ASSIGNMENT PROVISION:

The COMMITTEE and the CONTRACTOR hereby agree that the services specified in this agreement may not be delegated or assigned.

TERMINATION OR CANCELLATION CLAUSE:

This agreement shall not be terminated prior to the normal conclusion of the agreement, unless the Quapaw Powwow is formally cancelled, for the agreed upon dates of the event contracted. The COMMITTEE has the right to terminate this agreement with just cause.

ASSURANCES:

The CONTRACTOR will provide proof of any license or permit required.

_____ Date
2019 Quapaw Powwow Committee Member

_____ Date
Contractor

BOOTH ASSIGNMENTS ARE ON A FIRST COME FIRST SERVED BASIS. ALL BOOTH ASSIGNMENTS WILL BE MADE BY THE 2019QUAPAW POWWOW COMMITTEE.

REFERENCES

Please list two (2) events in which you have participated as a vendor and the contact person for such event.

1.

_____ Address
Event

_____ Phone
Contact

Person 2.

_____ Address
Event

_____ Phone
Contact Person

Please return this agreement along with payment to:

Quapaw Nation Powwow Committee
Attention: Anna
PO BOX 765
Quapaw, OK 74363
Fax 918-542-4694