

## FOOD SERVICE AGREEMENT

This Food Service Agreement (the “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between Bell County Expo, Inc. a Texas nonprofit corporation (the “**Operator**”) and \_\_\_\_\_ (name), \_\_\_\_\_ (type of entity) (the “**Food Supplier**”). The Operator and Food Supplier may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

### BACKGROUND

The Bell County Expo Center (the “**Center**”) is a Bell County-owned facility, which is managed and operated by the Operator. The Operator administers the rental of space in the Center and the use of space for catering and food service. Food Supplier is a caterer or food truck operator that desires to provide food at the Center pursuant to the terms of this Agreement and the Center’s Policy and Rate Handbook.

Accordingly, the Parties agree as follows:

**1. Food Service.** Upon the terms and conditions expressed in this Agreement, Operator hereby grants to Food Supplier the right to provide food catering services and food sales at the Center during the Service Period:

- (1) Space/Room: \_\_\_\_\_ (the “**Space**”);
- (2) Purpose or event: **Central Texas State Fair** (the “**Event**”); and
- (3) Date(s): **Aug 31 – Sept 3<sup>rd</sup>, 2023** (the “**Service Period**”).

**2. Food Supplier’s Access.** During the Service Period, Operator will provide Food Supplier access to the Space. Food Supplier may use the Space only for the Event described above.

**For all inquiries regarding Central Texas State Fair, see amendment A**

**3. Policy and Rate Handbook.** The Operator’s Policy and Rate Handbook (the “**Handbook**”) is attached to this Agreement as Exhibit A and is incorporated herein for all purposes. Food Supplier will comply with all applicable requirements and obligations set forth in the Handbook related to the provision of food service at the Center. Any capitalized terms in this Agreement will have the meanings assigned to them in this Agreement or in the Handbook, as applicable. If there are any inconsistencies between this Agreement and the Handbook, the provisions most favorable to the Operator will prevail.

**For all inquiries regarding Central Texas State Fair, see CTSF Rules & Regulations**

**4. Rental Amount.**

**(a) Calculation of Rental Amount.** As consideration for use of the Space, Food Supplier will pay to Operator the “**Rental Amount**” as follows and as applicable:

(1) For a Food Supplier that is catering food at the Center, the Food Supplier will pay to Operator a Rental Amount that is equal to 15% of Food Supplier's gross sales during the Service Period; or

(2) For a Food Supplier that is operating a food truck at the Center, the Food Supplier will pay to Operator a Rental Amount that is equal to 20% of Food Supplier's gross sales during the Service Period.

(b) Food Supplier will pay the Rental Amount to Operator within three days of the termination of the Service Period ("**Payment Due Date**"). Along with payment of the Rental Amount, Food Supplier will provide to Operator copies of all receipts or other documentation of the sales that occurred during the Service Period and that constitute Food Supplier's gross sales. Operator will have three days to review the provided documentation and demand an additional payment of the Rental Amount if Operator determines that Food Supplier's calculation of gross sales or the Rental Amount was inaccurate. Operator will make the demand for additional payment in writing, and Food Supplier will have three days from receipt of that written demand to make the additional payment.

(c) **Non-Payment.** If the Rental Amount is not paid to Operator within three days of the Payment Due Date or if any additional payment is not made within three days of Operator's written demand, the Operator will send written notice of non-payment to the Food Supplier. The Food Supplier will have three days to make the required payment. If Food Supplier fails to make the required payment, Food Supplier will not be allowed to provide food service at the Center until all amounts due are paid in full and Operator will charge interest on the amount owed at the lesser of 18% or the highest rate allowed by law beginning on the day after such amount was due and continuing until it is paid. If the invoice goes unpaid for 30 days, Operator may exercise any remedies available to Operator at law or in equity.

**For all inquiries regarding Central Texas State Fair, see amendment A**

## **5. Insurance.**

(a) **Type and Amounts.** Food Supplier, at its own expense, will procure, carry, and maintain at all times while this Agreement is in effect, insurance approved by the Expo which will include the following:

(1) Workers' Compensation Insurance as may be required by the Texas Workers' Compensation Act, with a policy endorsed to provide a waiver of subrogation as to Operator;

(2) Employers' Liability Insurance with minimum limits of not less than \$500,000 per injury by accident, \$500,000 per injury by disease, and \$250,000 per bodily injury by disease;

(3) Commercial General Liability insurance, including premises, operations, independent contractor's liability, products and completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Food Supplier's liability for bodily injury (including death) and property

damage with a minimum limit of \$500,000 per occurrence and \$1,000,000 general aggregate. Coverage must be on an “occurrence” basis. Claims made forms are not acceptable; and

(3) Comprehensive Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$500,000 per occurrence.

(b) **Additional Requirements.** The Operator may request copies of any or all insurance policies and Food Supplier will provide to the Operator copies of such insurance policies within three days of Food Supplier’s receipt of the Operator’s request. Food Supplier will obtain such insurance from companies having Best’s rating of B+/VII or better that are licensed or approved to transact business in the State of Texas. Food Supplier’s insurance may not be canceled, materially changed, or non-renewed except after 30 days’ written notice has been given to the Operator. Food Supplier’s insurance will be deemed primary with respect to any insurance or self-insurance carried by the Operator. The Operator must be added as an additional insured on all insurance policies, except for Food Supplier’s Workers’ Compensation policy. A waiver of subrogation in favor of the Operator must be provided for all policies.

(c) **Termination.** Food Supplier must provide the required proof of insurance before the beginning of the Service Period. If Food Supplier does not provide the required proof of insurance as required, the Operator may immediately terminate this Agreement with written notice of termination to the Food Supplier.

6. **Utilities Provided.** Operator may charge the Food Supplier for utilities needed and used during the Service Period including heat, water, lights, and air conditioning necessary for Food Supplier’s use and which are deemed necessary by the Expo Director. The Operator will provide janitor services in accordance with the Handbook.

**For all inquiries regarding Central Texas State Fair, see CTSF Rules & Regulations**

7. **Control of Center.** Operator will have control over the Center at all times during the Service Period. Operator may remove from the Space and the Center any and all such Food Supplier employees or agents and Operator may eject any objectionable person or persons from the Space and the Center.

8. **Casualty Event.** If the Center or the Space is destroyed or damaged by fire, natural disaster, act of a third party, or any other casualty or unforeseen occurrence and such damage results in Operator being unable to meet Operator’s obligations under this Agreement, then this Agreement will immediately terminate. Food Supplier will only be liable for the portion of the Rental Amount up to the time of Operator’s termination. Food Supplier agrees that it will not be entitled to any type of monetary damages from Operator if a casualty event occurs. Food Supplier releases and waives any claim for damages or compensation on account of Operator’s termination pursuant to this Section 8.

9. **Property Removal.** After the Service Period has ended, Operator may remove from the Space and the Center all Food Supplier’s property remaining in the Space or in the Center and may

store the same wherever Operator sees fit at Food Supplier's cost, expense, and risk. Food Supplier releases and waives any claim for damages or compensation arising out of Operator's storage of Food Supplier's property under this Section 9.

**For all inquiries regarding Central Texas State Fair, see CTSF Rules & Regulations**

**10. Food Supplier Responsibility.** Food Supplier will not bring or permit any person to bring into the Space or the Center any item(s) that will increase the fire hazard or the rate of insurance on the Space or the Center or any property therein. Operator may require Food Supplier to remove from the Space or the Center any items placed in the Space or the Center without Operator's consent.

**11. Compliance with All Laws.** Food Supplier will comply with all laws, regulations, and ordinances of the United States, the State of Texas, Bell County, and the City of Belton, including but not limited to all rules and requirements of all public safety departments. Food Supplier will obtain and pay for all necessary permits and licenses required for the Event. Food Supplier will immediately desist from any act(s) which is in violation of any applicable law, regulation, or ordinance. Food Supplier will be solely responsible for all fines or fees that may result from Food Supplier's act(s).

**12. Space Assignment and Display Standards.** Operator, in its sole discretion, will assign the Food Supplier, to a Space, either inside or outside the Center facilities, as applicable. The Operator has final say on how the Space is used. For a Food Supplier operating a food truck, the Food Supplier must provide electrical power to operate the food truck and no permanent power will be provided by the Operator. The Operator reserves the right to change the Space without notice or consent at any time. The Food Supplier will not affix any personal property to the Space or the Center without Operator's prior written consent. The Food Supplier will not sell anything other than food, including but not limited to alcohol or merchandise. Food Supplier will keep the Space clean and, in a manner, satisfactory to the Operator.

**For all inquiries regarding Central Texas State Fair, see CTSF Rules & Regulations**

**13. Documentation.** If requested by the Operator, Food Supplier will provide true and correct copies of any required documentation, including but not limited to business licenses, food handler licenses, permits, sales tax certificates, certificates of authority, and/or applicable waivers.

**14. Release and Waiver.**

**(a) Food Supplier's Release and Waiver.** In consideration for receiving permission to enter and use the Space and the Center and permission to use any equipment or supplies in the Space and the Center, Food Supplier hereby releases, waives, discharges, and covenants not to sue the Operator or Bell County, their partners, members, employees, managers, officers, Board Members, elected officials, or agents (hereinafter referred to as the "**Released Parties**") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Food Supplier, its representatives, agents, employees, contractors, subcontractors, or attendees (hereinafter the

“**Food Supplier Parties**”), or any property belonging to the Food Supplier Parties, whether caused by the negligence of the Released Parties, or otherwise, while Food Supplier and Food Supplier Parties are using the Space, the Center, or any equipment or supplies.

(b) **No Warranty.** Food Supplier acknowledges that no warranty, either express or implied, is made by the Released Parties as to the condition of the Center or the Space or the condition of any equipment or supplies that Operator makes available to Food Supplier.

(c) **Assumption of Risk.** Food Supplier and Food Supplier Parties expressly assume all dangers, risks, and hazards that may be present in the Space or the Center or that may result from Food Supplier’s use of Operator’s equipment or supplies. Food Supplier and Food Supplier Parties assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by Food Supplier or the Food Supplier Parties, or any loss or damage to property as a result of being on or using the Space, the Center, or any equipment or supplies.

(d) **Equipment and Supplies.** Any reference to “equipment and/or supplies” includes but is not limited to all personal property and vehicles at the Center which may be available for Food Supplier’s use during the Service Period.

15. **Expo Director.** Any matter not addressed directly in this Agreement or in the Handbook will rest solely within the Expo Director’s discretion.

16. **INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FOOD SUPPLIER AND ITS OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES, SUBCONTRACTORS, CONTRACTORS, AND CONSULTANTS (COLLECTIVELY, THE "INDEMNITORS") WILL AND DO HEREBY AGREE TO FULLY AND COMPLETELY INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL APPROVED BY THE OPERATOR), SAVE, AND HOLD HARMLESS THE OPERATOR, REPRESENTATIVES OF THE OPERATOR, BELL COUNTY, THEIR VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEYS FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY, THE "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF FOOD SUPPLIER OR ANY ONE OF THE INDEMNITORS, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENT ACT OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS WILL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE**

**ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION WILL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH THE OPEARTOR OR ANY OF THE INDEMNITEES HAS BY LAW.**

**17. General Provisions.**

(a) **Waiver.** No Party has the right or authority to waive any provision of this Agreement orally or by conduct. No portion of this Agreement will be waived, in whole or in part, if either Party accepts or tolerates any performance that varies from the terms of this Agreement. Any waiver of this Agreement must be in a signed writing by the Party providing such waiver.

(b) **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

(c) **Amendment.** The Parties may modify or waive this Agreement only by a separate writing that expressly modifies or waives this Agreement and is signed by each Party.

(d) **Choice of Law and Venue.** This Agreement will be governed by and construed and enforced according to the laws of the State of Texas, without regard to the principles of conflicts of law. Venue for any dispute arising under this Agreement will be in Bell County, Texas.

(e) **Counterparts and Copies.** The Parties may execute this Agreement in multiple counterparts, each of which will constitute an original and all of which together will constitute one instrument. A copy of the original Agreement will be as enforceable as the original Agreement itself.

(f) **Entire Agreement.** This Agreement constitutes the final agreement between the Parties. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

(g) **Headings.** Titles, headings, and captions in this Agreement are included for convenience and reference only and will not be deemed to constitute a part of or to affect the construction of this Agreement.

(h) **Attorney's Fees.** If Operator is the prevailing party in any legal proceeding against Food Supplier brought under or with relation to this Agreement, Operator will be entitled to recover court costs, reasonable attorneys' fees, and all other out-of-pocket costs, from Food Supplier.

(i) **Parties Bound.** This Agreement binds, and inures to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

(j) **Assignment.** Food Supplier may not assign this Agreement without the prior written consent of the Operator.

(k) **Construction.** No provision in this Agreement will be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured, drafted, or dictated such provision.

(l) **Notice.** All notices or other communications provided for or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery, email, or by nationally recognized courier service, or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows or addressed to such other person or address as may be given in writing by either Party to the other in accordance with this provision. If the notice is mailed, it will be deemed delivered within 48 hours after the postmark date. If the notice is emailed, it will be deemed delivered on the day it is sent.

Operator: Bell County Expo, Inc.  
Attn: Expo Director  
301 West Loop 121  
Belton, Texas 76513  
Email: [tims@bellcountyexpo.com](mailto:tims@bellcountyexpo.com)

Food Supplier: CompanyName: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**Agreed:**

**Bell County Expo, Inc.**

\_\_\_\_\_  
Tim Stephens  
Executive Director

**[Food Supplier's Name]**

\_\_\_\_\_  
Name:  
Title:

# Amendment A

## CTSF 2023 Food Vendor Application

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Vendor Website URL: \_\_\_\_\_

Space required for booth (width) \_\_\_\_\_ length, including tongue \_\_\_\_\_

**A type K fire extinguisher is required for all food vendors. The Central Texas State Fair reserves the right to set minimum pricing on all items including food and beverage items.**

Type of food and drink to be sold- please be detailed/Please attach menu if applicable


\*\*\*No menu changes will be permitted without written permission from Fair Manager\*\*\*

**Will you need water**

	Yes		No	
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		Price	Total
Booth/Concession Fee	10X20	\$700	\$700
Electricity	110v/20amp	\$100	
	220v/30amp	\$200	
	220v/50amp	\$250	
	220v/100amp	\$350	
		<b>TOTAL</b>	

Please attach a photo of your booth or trailer.

**Printed applications and all correspondence can be sent to the Bell County Expo.**

**Central Texas State Fair Attn: Keith Smith**

**PO Box 206, Belton, TX 76513**

**[keiths@bellcountyexpo.com](mailto:keiths@bellcountyexpo.com)**

**254-933-5353 ext. 204 Fax 254-933-5354**