

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between the Lake Lemon Conservancy District ("LLCD") and _____, with a principal business address of _____ ("Vendor").

In consideration of the covenants and promises herein provided, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. Description of Service. LLCD shall allow Vendor to locate its food truck and sell its goods at the Riddle Point Park at Lake Lemon at a location and at times specifically determined and approved by LLCD.

2. Term. The term of this Agreement shall be for a period of ____ day(s), only during the hours of 8 a.m. to 8 p.m. and at no other time except as expressly approved by LLCD, in writing.

3. Termination. Either party may terminate this Agreement with a twenty-four (24) hour notice.

4. Payment for Service. Vendor shall remit to LLCD a fee in the amount of \$50.00 for each day of operation under this Agreement. Such payment shall be made at least five (5) days in advance of the date of Vendor's date of operation.

5. Insurance. Vendor shall maintain liability insurance as necessary to insure against damages for personal injuries, including but not limited to death; and all property damage, which may arise from Vendor's operation under this Agreement and shall provide a certificate of insurance to LLCD. Vendor shall save and hold LLCD harmless from any claims, demands, and/or causes of action for damages arising from or out of Vendor's operations or this Agreement, which indemnity shall include damages, costs and reasonable attorney fees.

6. Tax Liability. Vendor shall exonerate, indemnify, and hold harmless LLCD from and against, and shall assume full responsibility for, payment of employment taxes, all federal, state and local taxes with respect to its operations under this Agreement.

7. Food Service. Vendor shall provide LLCD current copies of any and all certificates issued by the State of Indiana and/or the Monroe County Health Department regarding approval of operation for food service.

8. Rules and Regulations. Vendor shall at all times follow all ordinances, laws, rules and regulations applicable to Vendor's operations, including rules imposed by LLCD relating to operations within Riddle Point Park.

9. Remedies. The non-breaching party shall be entitled to seek relief, whether in law or in equity, for breach of this Agreement, including an award of damages and reasonable attorney fees.

10. Assignment. Vendor's obligations may not be assigned without prior written consent of the LLCD.

11. Venue and Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Indiana. The Monroe Circuit Court shall have exclusive jurisdiction over disputes arising hereunder.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement may not be amended or modified except by a written document signed by the parties.

13. Non-Waiver. The failure of any party to insist upon performance of any of the provisions of this Agreement or to pursue its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights.

The foregoing Agreement is hereby executed on the terms stated above.

Lake Lemon Conservancy District:

By: _____
Its (Title): _____
403946/11820-0

By: _____
Its (Title): _____