



## Vendor's Agreement

This agreement dated \_\_\_\_\_ {date} is between **Indian Community of Kentucky**, a non-profit organization, and \_\_\_\_\_ {Vendor name & location}

It is agreed that the India Day organization will hold its annual event on *Saturday, September 24th, 2016 from 12.00pm to 11:00pm, at The Belvedere, Louisville, Ky.*

Booth Rental rate: \_\_\_\_\_ {amount}

In addition, vendor agrees to pay a **refundable deposit** of \_\_\_\_\_ {amount} to be refunded upon the return, in good condition, of all items and equipment and rental space that is given for vendor's use. Vendor also agrees to comply with rules outlined in attached Exhibit A.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
India Day Committee Member Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Please send signed contract and check payable to INDIAN COMMUNITY OF KENTUCKY prior to August 15th, 2016 to:

Mr. Dinar Gupte, 10800 Silvermoon ct, Louisville, KY 40241

Supported by Indian Community of Kentucky

### **Exhibit A**

The organizers are pleased to invite vendor participation to "**India Day-VindaLou**" at The Belvedere, on **Saturday, September 24th, 2016**, subject to the terms described in this document. Interested vendors should apply and return the signed agreement with the appropriate payment and deposit by August 15th, 2015. Vendors are encouraged to apply early as large participation is expected. Confirmation will be on a first come, first serve basis. Late applications will be placed on a waiting list in the order received.

1. Only Licensed and Insured vendors may participate.
2. The program is scheduled from 12:00pm to 11:00 pm on Saturday. Vendors must have their booths set up by 11:00 am on Saturday, September 24th, 2016.
3. No cars or vans will be allowed to stay in the Belvedere grounds after 11:00 AM on Saturday, September 24th, 2016.



4. Vendors may not close their operation before the closing time. The committee must approve any exception in advance.
5. Vendors are responsible for their own goods.
6. Vendors must remain in their booths at all times during normal operation hours.
7. Vendors may not expand their working space beyond the space rented. Some exception will be made to keep items behind the booth.
8. If a vendor chooses to leave any equipment overnight, they may do so at their own risk. There will be a 24 hour security guard. However, India Day will not be responsible for any lost items.
9. Vendors are responsible for decorating their booths and displaying their merchandise in a professional manner in their assigned space. Vendor is responsible to provide, and install, the booth's name.
10. Service: At least 2 to 3 order takers shall be employed per booth to insure the shortest waiting time for customers.
11. To ensure refund of deposit, the booth area must be returned in the same condition as at the time of possession. All borrowed items/equipment, must be returned undamaged and in good working condition.
12. It is mandatory for all food vendors to use the floor covering that will be provided by the committee to avoid damage to the floors.
13. All food served should be clearly marked and separated to indicate vegetarian and non-vegetarian dishes.
14. Food Vendors must submit a menu, including prices, of items to India Day – VindaLou committee with their contract. India Day organizers reserve the right to approve/alter these menus and prices.
15. Vendors are responsible for making and installing menu display cards for all food items. Vendors are prohibited from removing, replacing, covering, or altering these menu cards.
16. Prices and Sales: All items should be moderately priced and clearly marked.
17. Displays: Photographs of items are encouraged. The main ingredients used in preparing food items must also be displayed for customers.
18. Vendors will not sell Alcoholic drinks, Food, Ice Cream or any items unapproved by India Day committee.
19. Vendors will not sell any soft drink beverages including water during the event. This will be sold by local schools as a fund-raiser.
20. Cooking with open fire, outside the tent or canopy, is permitted. No open fire cooking is permitted under the tent or canopy.
21. Only one electrical outlet [15Amp] will be provided.
22. Hygiene and Storage: Kitchen and serving personnel should wear clean white aprons. Food handlers must wear gloves at all times. Food should be served using serving utensils. All State and County regulations must be observed. Only Licensed and Insured food vendors may participate.
23. Additional tables may be rented at a cost of \$25 per table.
24. India Day reserves the first right to refuse participation by any vendor based on criteria set by the India Day committee.
25. India Day **is not** responsible for natural calamity, such as rain, or any mechanical malfunction, including electrical failure.
26. Food vendors are required to carry minimum one million in liability insurance as a primary.



27. Vendor agrees to indemnify and hold harmless, India Day, its agents, and employees from, and against, all claims, damages and losses and all expenses, including attorney's fees in cases where it will be necessary to file action:
- a. Arising out of performance of the work herein which is one for bodily injury, illness, death, or for property damage including loss of use
  - b. Caused in whole, or in part, by vendor's negligent acts or failure to act, or that of his agents, employees, contractors, subcontractors, or anyone employed by them for whose act the vendor may be liable.

Full payment of refundable deposit and fees (in two separate checks) are due upon signing of this contract. Vendors are encouraged to apply early as we expect a large participation. In the event of inclement weather, India Day reserves the right to cancel the event without reimbursement of fees.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and contact telephone

## Exhibit B

### **Belvedere/Riverfront Plaza Weight Restrictions and Facility Specifications:**

**Location:** The Belvedere/Riverfront Plaza is located on Main Street between 4<sup>th</sup> and 6<sup>th</sup> Streets. It is divided into three segments: West Plaza, East Plaza and the Belvedere Overlook.

**Amenities:** The Belvedere is a public gathering space uniquely situated in the heart of Main Street with spectacular views of the Humana Building, the downtown skyline and the Ohio River. It is conveniently located adjacent to the Kentucky Center, the Galt House and via an elevated pedestrian walkway, the Muhammad Ali Center as well as parking garages. The West Plaza features a large lawn area and shady tree grove. The East Plaza features a large fountain and shady pavilions. The Overlook, a flat paver covered area, features views of the river along with statues of Louisville Founder George Rogers Clark and of the enslaved York of the Lewis and Clark Expedition as well as a pedestrian connection to the Wharf, Belle of Louisville, Riverwalk and Waterfront Park. All areas are connected via a large promenade.

**Weight Restrictions & Facility Specifications:** The Belvedere Plaza has been reviewed for loading by structural engineers. The following restrictions are based on a thorough review of site conditions and



the as built drawings for the site. **Event Producers are required to read, understand and adhere to the weight restrictions outlined as follows.** Any and all additional equipment, supporting materials and portable infrastructure brought to the Belvedere for the purpose of servicing an event are the responsibility of the event producer. The transportation and removal of any and all additional equipment, supporting materials and portable infrastructure is the responsibility of the event producer. The Event Producer is responsible for damages and verifying that weight limits are not exceeded.

The Plaza was reviewed for vehicle axle loading and the weight restriction is controlled by the bending capacity of the slab. The following restrictions are for the plaza for vehicle loading:

1. Maximum vehicle axle weight is 8,000 pounds.
2. Minimum axle spacing is 12 feet. Examples of the axle spacing are below:
  - a. This is the minimum spacing between the front and rear axle of a vehicle.
  - b. This is the minimum spacing between the rear axle of a vehicle and a trailer axle.
  - c. This is the minimum spacing between the rear axle of a vehicle and the front axle of an adjacent vehicle.
3. This is roughly equivalent to a loaded Ford F-350 class pick truck. Ford's truck specification for a 2016 F-350 (single axle – SRW) lists a maximum rear gross axle rating of 7,180 pounds. Therefore, only single axle pickup trucks will be allowed on the Belvedere.
4. Utility trailers may be pulled by a single axle pickup truck assembly that meets the maximum vehicle/trailer axle weight of 8,000 pounds and minimum axle spacing of 12 feet.

### ***Skid Steer Loaders***

The Plaza was reviewed for Skid Steer Loaders and the weight restriction is controlled by the bending capacity of the slab. Skid steer loaders were researched for sizes and weights for the review. The following restrictions for skid steer loaders (based on Bobcat models):

- ☑ Maximum weight in a skid steer bucket is 3,000 pounds.
- ☑ Maximum skid steer operating weight of 6,400 pounds. The operating weight is the weight of the skid steer, full tank of gas, empty bucket, and one operator. This is equivalent to a Bobcat Skid Steer Loader S570. Track type skid steer vehicles will not be allowed. Only pneumatic tire type vehicles are permissible.
- ☑ the skid steer operating rate should be distributed at approximately 70% to the rear axle and 30% to the front axle to meet the Bobcat specifications.
- ☑ Therefore, a fully loaded skid steer should weigh no more than 9,400 pounds.
- ☑ Spacing between front and back axles should be approximately 3.5 feet or more.

### ***Forklifts***

The Plaza was reviewed for forklifts and the weight restriction is controlled by the bending capacity of the slab. Forklift trucks were research for sizes and weights for the review. The following restrictions are recommended for the plaza for forklift loaders (based on Caterpillar models):



- ☒ Maximum weight supported by the forklift is 2,500 pounds at the center of the forks.
- ☒ Maximum forklift operating weight of 6,600 pounds. The operating weight is the weight of the empty forklift with minimum weight battery. This is equivalent to a Caterpillar Electric Pneumatic Tire Lift Truck EPC3000. This forklift has an operating weight distribution of approximately 3,000 pounds to the front axle and 3,600 pounds to the rear axle.
- ☒ Therefore a fully loaded forklift should weigh no more than 9,100 pounds.
- ☒ Spacing between front and back axles should be approximately 4.5 feet or more.

The attached site plan shows areas affected by the weight restrictions. Loading and unloading should be planned accordingly.

### **Access**

Traffic control bollards exist on the Belvedere to demarcate the start of the weight restrictions for the Belvedere. Standard spacing between the bollards is 4'. **One removable bollard allows for an opening of 8' 9"**. In order to remove the bollard, the event producer must contact DRH Security (Dennis Henry) at 502.417.0717 or [jest2139@aol.com](mailto:jest2139@aol.com). This opening will be staffed by DRH Security, at the sole expense of the event producer, at all times and for the duration that the bollard is removed for load in or load out. DRH security is responsible for the removal and replacement of the bollard. The Event Producer is solely responsible for verifying the weight of the items entering and exiting the Belvedere, and that the items adhere to the weight requirements.

### **East Plaza**

The East plaza was constructed using 12" X 12" pavers. These pavers do not interlock. Special care must be taken when traversing with vehicles. Plywood or a suitable material must be used to prevent damage to the pavers or the grade of the area.

### **Turf Areas**

Vehicular traffic of any kind is not allowed on the turf areas of the Belvedere.

The undersigned applicant hereby acknowledges receipt of a copy of these Guidelines, that applicant has read these Guidelines and agrees to comply with all requirements of these Guidelines.

\_\_\_\_\_  
(Print Company or Organization name)

by \_\_\_\_\_ (Signature)

Print name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_