

## 2008 Taste of Madison Restaurant Participation Agreement

PLEASE PRINT

Name of Restaurant \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**THIS AGREEMENT** made and entered into by and between Madison Festivals, Inc. (herein **MFI**) located at 2981 Cahill Main, Suite 2 Madison, WI 53711 and \_\_\_\_\_ (herein referred to as "Participating Restaurant")

1. Participating restaurant agrees to participate in the event known as "Taste of Madison" on August 30<sup>th</sup> and 31<sup>st</sup>, 2008 ("days of event").
2. **MFI will reserve and hold space for Participating Restaurant upon receipt of this signed Participation Agreement and no less than half the total fees due MFI as calculated below. The deadline for the registration and the first deposit is Friday, June 13, 2008. Said space will be held until the mandatory meeting on July 7, 2008** when all fees must be paid in full and ALL paperwork, including certificates of insurance and permit applications, is received. **Restaurants registering after June 13, 2008, paying their fees late, or turning their paperwork in late, will be assessed a \$50 late fee. Restaurants registering after July 7, 2008 will be assessed a \$100 late fee.** All fees must be paid prior to the event. Restaurants not turning in certificates of insurance or permit applications by date of event will not be allowed to operate until said paperwork is turned in to event staff.

\$\_\_\_\_\_ Basic Booth Fee - Saturday and Sunday - \$700.00

\$\_\_\_\_\_ Double Booth Fee - Saturday and Sunday - \$1200.00 (15% savings!)

\$\_\_\_\_\_ Triple Booth Fee - Saturday and Sunday - \$1575.00 (25% savings!)

\$\_\_\_\_\_ **Refundable Performance deposit - \$150.00.** The performance deposit shall be returned or forfeited as provided in the Restaurant Guidebook.

\$(\_\_\_\_\_) Save \$50.00 for **EARLY REGISTRATION** To qualify you must register with FULL payment of fees and deposits. Your registration and check must be received at the MFI offices by close of business May 2, 2008.

\$\_\_\_\_\_ Total. Final payment is due by the **Mandatory Restaurant Meeting on July 7, 2008**

3. Selection of Participating Restaurant and site selection will be at the sole discretion of the **MFI Restaurant Committee**.
4. At least 14 days prior to the event, **MFI shall notify the Participating Restaurant of its assigned location/space. All assignments shall be made by MFI and are final.** If **MFI** concludes that a change in location will benefit the event, it may do so, and will notify the Participating Restaurant promptly. Booth assignments will be made at the sole discretion of **MFI**. **(No more than six like menu items will be allowed.)**
5. The Participating Restaurant shall furnish a Certificate of Liability coverage in the amount of at least \$1,000,000, **naming MFI, The Taste of Madison, Purple Door Productions, the City of Madison, and the State of Wisconsin as additional insured;** the Certificate shall be in form and substance acceptable to **MFI**. The Certificate is due by July 7, 2008 at the Mandatory Restaurant Meeting. If it is not received by this time, the participating restaurant forfeits its booth space reservation and said space may be given to the next restaurant on the waiting list.
6. The *Taste of Madison* Restaurant Guidebook will be issued to Participating Restaurants at the Mandatory Restaurant Meeting, or immediately upon request. Participating Restaurant agrees to abide by the rules within the guidebook and any amendments or additions thereto which **MFI** may hereafter make, which **MFI** determines will benefit the event and which shall be applied with substantial uniformity to all participants.

7. **MFI** shall endeavor to produce an event that is successful for the event and Participating Restaurant. **MFI**, however, assumes no responsibility and there is no guarantee of a minimum attendance. If the event is prevented or interrupted through no fault on the part of Participating Restaurant, fees collected by **MFI** that are not needed for its related expenses shall be equitably refunded to Participating Restaurant. If Participating Restaurant shall be dissatisfied with the event or shall have any cause to believe that **MFI** shall have failed to fully perform its duties and obligations hereunder, its sole and exclusive remedy shall be to decline to participate in future events of **MFI**. It is also understood that in no event shall **MFI** have any liability to Participating Restaurant for damages of any nature in respect to this agreement or the Taste of Madison.

8. Any security measures undertaken by **MFI** are understood to be in addition to those that the Participating Restaurant shall undertake to protect its property, personnel, patrons and guests. The Participating Restaurant shall be solely responsible for its property and personnel before, during and after the event.

9. Participating Restaurant agrees to fully comply with all laws, rules and regulations of any governmental authority having and exercising jurisdiction, and further agrees to fully comply with all the requirements as to sales or other taxes due the State of Wisconsin or other taxing authority.

10. To the fullest extent permitted by law, Participating Restaurant shall indemnify and hold harmless **MFI**, its officers, directors, agents, representatives, employees and volunteers and the city of Madison, Dane County and the State of Wisconsin, and their officials, employees and agents, from and against all claims, damages, losses, expenses including but not limited to attorney's fees, arising out of or resulting from requirements of this agreement, or the acts and omissions of the Participating Restaurant, its employees, representatives, agents, patrons, and guests.

11. **MFI** may at its discretion, and without liability to Participating Restaurant, terminate the participation of Participating Restaurant at any time should **MFI** determine that such termination will benefit the Taste of Madison. In case of such termination, Participating Restaurant shall immediately remove its property and personnel from the premises and surrender the same and all **MFI** equipment to **MFI**, in the condition required by this agreement.

12. This agreement shall not be assigned or transferred, nor shall Participating Restaurant's booth space or any part thereof be sublet, without the prior written consent of **MFI**. This agreement represents the full understanding of the parties. This agreement shall be binding upon the parties hereto, their personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the day and year listed below. Each person signing hereunder represents that such person is authorized to do so.

Agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2008

**MADISON FESTIVALS, INC.**

**PARTICIPATING RESTAURANT**

\_\_\_\_\_  
Keith Peterson, Event Manager

\_\_\_\_\_  
Owner/Manager Signature

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