

2019 CENTRAL BANK THURSDAY NIGHT LIVE

Please select the series of dates you would like to be a concession vendor. All vendors must have current licenses from the Fayette County Health Department & LFUCG Department of Revenue at the time this Agreement is submitted and during each event.

There will be no changing of dates from the predetermined schedule listed below. If you are unable to participate in one day of a series, you will not be given an alternate date. We are committed to providing a diverse range of food choices to our participants each week, while being fair to all Downtown Lexington Partnership (“DLP”) members and Event Sponsors. Because of this, there will be a limit on vendors allowed each week. While membership in DLP is no longer required to participate, preference may be given to DLP members and those business that fall within our mission area.

Pepsi is the official non-alcoholic beverage sponsor (“Pepsi Exclusivity”) of Central Bank Thursday Night Live (“CBTNL”). If concession vendors elect to sell non-alcoholic beverages, then such vendors shall be required to purchase Pepsi products, (including but not limited to carbonated soft drinks, energy drinks, teas, waters, isotonic, juices, juice drinks or coffee based beverages). Please attach to this application the menu which you shall serve at CBTNL. DLP reserves the right to refuse the vending of any products not included on the attached menu or not approved in writing prior to the event. Further, vendor shall comply with any additional exclusivity agreements of the DLP upon five days prior written notice by the DLP.

DLP reserves the right to refuse any tent/food truck/trailer participation due to insufficient electrical hookup at the venue; only silent generators are permitted, any vendor arriving with a generator deemed “noisy” by DLP staff will be asked to leave and vendor fees will not be returned.

No “side deals” can be made between the concession vendor and other companies to allow tent or umbrella placement/logos in Cheapside Park without DLP’s approval. If a vendor is using a tent/umbrella in violation of this rule, they will be asked to remove it from the event space.

The fee per night is \$75. Each series of dates is a six night commitment, and payment will be required in advance for the entire season or you will not be allowed to set-up. All payments must be received in order for the application to be considered complete for consideration. **Food sales shall begin at 5:00 pm, and must be complete by the conclusion of the event at 8:00 pm.**

Any vendor who fails twice to show up to an event without giving at least 24 hours notice may be banned from participation in future events. Emergencies such as death and sudden illness are excused; however, being short on staff, forgetting about an event, or poor or threatening weather are NOT excuses. CBTNL is rain or shine!

By signing this Agreement, you agree to indemnify and hold harmless the DLP, its members, officers, directors, agents, sponsors and employees (the “DLP Indemnified Parties”) from and against any and all claims, demands, obligations, damages, recoveries, liabilities, losses or deficiencies, whether accrued, absolute, contingent, known, unknown or otherwise (including, without limitation, any and all penalties, interests, reasonable attorneys’ fees and other costs and expenses relating to any and all actions, suits, proceedings, demands, assessments and judgments), whether brought by the parties hereto or a third party, made against or incurred by any of the DLP Indemnified Parties, which arise out of, result from or relate to negligence, willful misconduct, product liability action, any misrepresentation, breach of warranty, breach of covenant, including, without limitation, compliance with the Pepsi non-alcoholic beverage exclusivity and the performance or non-performance on the part of you or any of your affiliates under this Agreement.

2019 CBTNL CONCESSIONS VENDOR APPLICATION

DLP will contact the Main Contact to confirm dates, and payment is due in full prior to Monday, April 8, 2019.
Each series of dates includes six nights.

New this year! DLP will be considering long-term vendor space for organizations who operate on a permit from the health department that allows you to return to the same premise address more frequently. For more details, contact Laura Farnsworth at laura@downtownlex.com.

Please return the completed application: Email to laura@downtownlex.com, or Hand-deliver or Mail to DLP office at 316 West High Street, Lexington

Company Name: _____

Signature of Person Signing on Behalf of the Company: _____

Person's Affiliation to Company (Owner, President, Officer, etc.) _____

Main Contact: _____

Main Contact Cell Phone: _____

Main Contact E-mail: _____

2019 serving times for the entire season: 5:00p-8:00p

In order for this application to be considered, you MUST include a menu (regardless of participation in the past) and payment (\$450.00.) Please choose your top 2 series of dates below.

_____ **Series 1**

April 11, 18
June 6, 13
August 8, 15

_____ **Series 2**

April 25
May 2
June 20, 27
August 22, 29

_____ **Series 3**

May 9, 16
July 11, 18
September 5, 12

_____ **Series 4**

May 23, 30
July 25
August 1
September 19, 26

Circle one: Food Truck or 10x10 Tent

***Note, we are far more space restricted with food truck/trailers than we are with tents, if you are able to do either, please note that for better odds or the opportunity to do more dates! DLP reserves the right to refuse food tent/truck/trailer participation due to insufficient electrical hookup at the venue; only silent generators are permitted, any vendor arriving with a generator deemed "noisy" by DLP staff will be asked to leave and vendor fees will not be returned.**