

## 2023 CENTRAL BANK THURSDAY NIGHT LIVE

Please select the series of dates you would like to be considered as 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. Proof of insurance listing both DLP and LFUCG as “Additional Insured” will be required from all vendors upon confirmation of dates.

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 may 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 not required to participate, preference will 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 CBTN. 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 Tandy 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 \$80. This includes a newly implemented 6% sales tax from the Commonwealth of Kentucky for space rentals. Payment will be required in advance for the entire season or you will not be allowed to set-up. Vendors will be invoiced for payment once accepted; payment must be received prior to April 6. **Food sales shall begin at 5:00 pm, and must conclude 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. CBTN 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.

# 2023 CBTNL CONCESSIONS VENDOR APPLICATION

DLP will contact the Main Contact to confirm dates.

Priority will be given to members of Downtown Lexington Partnership and those businesses that fall within our mission area. Payment will be invoiced once a vendor is accepted and will be due on or before April 6.

**Please include a diagram of your truck/tent set-up and menu of anything you plan to serve – applications will not be considered complete without these items, regardless of past participation in DLP events.**

**Please return the completed application:** Laura@downtownlex.com or 333 West Vine St, Ste 206, Lexington KY 40507

Company Name:

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Signature of Person Signing on Behalf of the Company:

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

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Main Contact:

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Main Contact Cell Phone:

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Main Contact E-mail:

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**2023 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.**

**\_\_\_\_\_ Series 1 (\$640)**

April 6, 13 \* June 1, 8 \* July 27, August 3 \* September 21, 28

**\_\_\_\_\_ Series 2 (\$640)**

April 20, 27 \* June 15, 22 \* August 10, 17 \* October 5, 12

**\_\_\_\_\_ Series 3 (\$480)**

May 4, 11 \* June 29, July 6 \* August 24, 31

**\_\_\_\_\_ Series 4 (\$480)**

May 18, 25 \* July 13, 20 \* September 7, 14