



Cherry Blossom
FESTIVAL
— AT SAKURA SQUARE —

2023 Culinary Partner Agreement

The 49th Annual Cherry Blossom Festival, co-presented by **Sakura Foundation** and **Tri-State/Denver Buddhist Temple** (TSDBT) will be held on **Saturday, June 17 and Sunday, June 18, 2022.**

This Agreement is by and between Sakura Foundation and the following CULINARY PARTNER:

Company Name _____ **Cell** _____

Owner Name _____ **Email** _____

Address _____ **City/ST/Zip** _____

Tax ID Number: _____

Food truck dimensions: ___ ft wide, ___ ft long

Generator/electrical needs, if applicable (additional fees may apply): _____

Description of food and/or non-alcoholic beverage offerings (attach menu if needed):

In order to refrain from competing with food being prepared and sold by TSDBT, we kindly ask that you do not offer teriyaki chicken or teriyaki beef on your menu offerings.

CULINARY PARTNER desires to sell food and/or non-alcoholic beverages at the Cherry Blossom Festival. The Cherry Blossom Festival desires to permit CULINARY PARTNER to sell food and/or non-alcoholic beverages during the Event. Now, therefore, in consideration of the foregoing and of the promises and mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

- 1. Hours of Operation** - CULINARY PARTNER must be fully staffed and open for sales and must remain fully staffed and prepared to serve customers, regardless of weather conditions, at the following times:

Saturday, June 17, 2022 from 11am to 6pm

Sunday, June 18, 2022 from 11am to 4pm

Set up begins at **8:00 a.m.** on both days of the festival. Disassembling/moving of truck may begin at **6:00 p.m.** on June 17, 2022 and **4:00 p.m.** on June 18, 2022. CULINARY PARTNER is responsible for the set up and take down of the truck and will provide its own signage.

At the close of the festival Sunday evening, CULINARY PARTNER will remove its truck and pick up any trash in and around the area NO LATER THAN 5:30PM.

2. **Subletting your space is expressly prohibited.** Only vendors named on the application form are permitted to participate in the festival. If subletting is discovered, all involved vendors will be barred from participation in the festival and no refunds will be provided. Food items not listed on the application which have not been pre-approved may not be sold at the festival. Violators will be warned to stop selling non-approved and/or offending food items immediately.
3. **Payment** - As consideration for CULINARY PARTNER's right to participate in the event as described herein, CULINARY PARTNER shall pay the fee of \$400 no later than May 1, 2023 plus 10% of pre-tax sales, the latter of which is due by 5pm on June 18, 2023. A festival representative will collect this participation fee on Sunday. If this payment is not received on time, the CULINARY PARTNER will be required to pay 30% of sales no later than July 30, 2023. **All checks must be made payable to Sakura Foundation.**
4. **Cancellation** - CULINARY PARTNER understands and agrees that in the event s/he cancels her/his participation and/or fails to provide the required materials as stipulated in this Agreement, CULINARY PARTNER without limitation on any other remedy available to the Cherry Blossom Festival will forfeit all fees paid to Sakura Foundation. No fees will be refunded due to the cancellation of this event due to acts of nature or because of circumstances beyond the control of the Cherry Blossom Festival organizers. **There is no rain date for the Cherry Blossom Festival.**
5. **Health Requirements/Restaurant Permits** - CULINARY PARTNER shall meet all state, county and city health and safety requirements, including required permits from the city. CULINARY PARTNER shall keep the booth area clean and shall remove all garbage to the designated receptacles. CULINARY PARTNER will be subject to health inspections by City and County of Denver Environmental Health Department.
6. **Equipment** - CULINARY PARTNER is required to provide all necessary equipment to prepare CULINARY PARTNER's menu items acceptable to both health and fire regulations including cooling equipment. **A list of equipment and electrical requirements must accompany this agreement. No unauthorized electrical equipment or devices will be permitted.**
7. **Truck space** will be provided at the festival by the organizers. Please inform the event organizers if your truck will not be moved overnight on Sat.
8. **Security** - CULINARY PARTNER shall be responsible for CULINARY PARTNER's own security with respect to cash, equipment, goods and/or supplies. The organizer is not responsible for lost, stolen and/or damaged property of CULINARY PARTNER due to any cause. There will be limited security during the night. **CULINARY PARTNER is responsible for protecting its property. Items left overnight in the booth are at your own risk.**
9. **Sales Tax** - **CULINARY PARTNER shall submit tax identification number to Sakura Foundation with this signed agreement.** You are responsible for collecting and submitting all applicable local and state taxes directly to the applicable entities.
10. **Change for purchase transactions** - CULINARY PARTNER is responsible for providing enough change to last for the entire festival.
11. **Liability** - CULINARY PARTNER shall indemnify and hold the Cherry Blossom Festival, Tri-State/Denver Buddhist Temple, Sakura Foundation and Sakura Square LLC and all staff and volunteers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of CULINARY PARTNER under this Agreement, and shall reimburse the Cherry Blossom Festival, Tri-State/Denver Buddhist Temple, Sakura Foundation and/or Sakura Square LLC for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim in addition to any other remedy available to the festival organizers.

12. Resolution of Disputes - In the event of a dispute arising in any manner as a result of, or in any way related to this Agreement, the parties hereto agree to submit the same to mediation and/or arbitration as a prerequisite to legal action. In the event arbitration or legal action is commenced, the prevailing party shall be rewarded reasonable attorneys' fees and costs including arbitration fees incurred as a result of said dispute.

13. Photography Agreement: Vendors shall permit photographs and video recording of their booths, employees and agents. All photographs and video footage shall be the sole property of the Cherry Blossom Festival and may be used by Festival Organizers in any manner or media without obligation to exhibitor. Please inform Festival Organizers at the time of your application if you choose to opt-out of being photographed.

14. Agreement Deadline - Please sign and date Agreement and return original copy to Sakura Foundation. Please retain a copy for your records.

The following items should accompany this signed agreement:

- ✓ Tax identification number for CULINARY PARTNER
- ✓ A list of equipment and electrical requirements to be used in the booth
- ✓ **Payment of \$400. Checks should be made payable to Sakura Foundation.**
- ✓ Signed Waiver, Release and Indemnity Agreement
- ✓ Photo Release

Executed on _____, 2023 by _____
Print Name of Owner

Owner's Signature _____

Name of Company _____

Executed on _____, 2023

Stacey Shigaya, Executive Director
Sakura Foundation
1255 19th Street, Suite 103
Denver, CO 80202

WAIVER, RELEASE AND INDEMNITY

THIS IS A RELEASE OF LIABILITY. PLEASE READ BEFORE SIGNING

I desire to participate in the CHERRY BLOSSOM FESTIVAL—SAKURA MATSURI (the “Activity”). I acknowledge, agree and represent:

1. I hereby **RELEASE** and **WAIVE** any and all **RIGHTS, CLAIMS AND ACTIONS** for any **INJURIES, LOSSES, DAMAGES, COSTS AND EXPENSES** of any nature I have or may acquire against all parties involved in the Activity including, without limitation, **TRI-STATE/DENVER BUDDHIST TEMPLE, SAKURA FOUNDATION, and SAKURA SQUARE LLC** and each of their respective directors, trustees, officers, agents, and employees (collectively, the “**SPONSORING ENTITIES**”) which in any way arise out of or relate to my participation in the Activity, including, without limitation, any claims based on **NEGLIGENCE OR BREACH OF WARRANTY**. I understand that I am participating in the Activity at my own risk. **FURTHER, I AGREE NOT TO SUE FOR ANY OF THE FOREGOING.** The foregoing waiver, release and covenant to not sue includes, without limitation, any and all responsibility or liability whatsoever any Sponsoring Entity may have for **PERSONAL INJURY, DEATH, PROPERTY DAMAGE or OTHER LOSS OR DAMAGE** I may suffer from any cause whatsoever related to my participation in the Activity, including the actions or inactions of spectators or other participants.

2. I **ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS OR DAMAGE I MAY SUFFER OR CAUSE** while participating in the Activity, whether due to the **NEGLIGENCE** of Sponsoring Entities or any other party or from any other cause. I agree to **DEFEND, INDEMNIFY AND HOLD SPONSORING ENTITIES HARMLESS** from any and all liability, damage, cost or expense (including but not limited to attorney and witness fees) which may be incurred or suffered by them on account of any claim for death, personal injury, property damage or any other damage resulting from my participation in the Activity.

3. This Waiver, Release and Indemnity is intended to be as broad as permitted by law. In the event any provision is overly broad, invalid or unenforceable, such provision may be reduced in scope by the minimum amount necessary to make it valid and enforceable, and in any event the remainder of this Waiver, Release, and Indemnity shall continue in full legal force and effect.

4. All disputes arising from participation in the Activity, including any claims for personal injury, death or property damage, will be governed by the internal laws of the State of Colorado and exclusive jurisdiction thereof will be in Denver County, Colorado, or the federal courts in the State of Colorado.

I UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY IS A RELEASE OF ALL CLAIMS. I HAVE READ AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY, AND FURTHER, AGREE THAT NO WRITTEN OR ORAL REPRESENTATIONS OR OTHER INDUCEMENTS NOT SET FORTH ABOVE HAVE BEEN MADE TO ME TO OBTAIN MY AGREEMENT TO THE FOREGOING. I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE.

Date: _____

Signature of Participant

Printed Name of Participant



SAKURA
FOUNDATION

Photo Release

I grant to Sakura Foundation, its representatives and employees the right to take photographs of me, my property and members of my organization in connection with Sakura Foundation programs, activities and events. I authorize Sakura Foundation its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that Sakura Foundation may use such photographs with or without my name or my organization's name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising and Web content.

I have read and understand the above.

Signature: _____

Name (please print): _____

Organization (if applicable): _____

Date: _____ Phone number: _____

Email address: _____