

THE ROUNDUP

LOCAL FOOD VENDOR AGREEMENT

This Local Food Vendor Agreement (the "Agreement") is entered into as of the date below by and between The Roundup ("Venue") and the vendor identified below ("Vendor").

Agreement date

Vendor/business name

Owner/contact person

Email and phone

1. EVENT AND VENDOR SPACE

Venue grants Vendor a temporary, nonexclusive license to use the assigned sales space at The Roundup, 5823 Adobe Rd., Twentynine Palms, California 92277, only for the approved dates, hours, and products listed below. This Agreement does not create a lease, employment relationship, partnership, or joint venture.

Sales date(s)

Sales hours

Setup/exit times

Assigned location

2. APPROVED PRODUCTS

Vendor may sell only the following categories unless Venue gives prior written approval. Products must be lawfully produced, packaged, labeled, transported, stored, and displayed.

Product category	Individually wrapped bakery goods	Whole farm fruit products
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Product description

No on-site food preparation, cooking, sampling, cutting, washing, or repackaging is permitted without Venue's prior written approval and all required health permits. Vendor may not sell alcohol, cannabis products, unapproved prepared foods, or any item outside the approved product categories.

3. LICENSES, PERMITS, AND FOOD COMPLIANCE

Vendor is solely responsible for obtaining and maintaining every license, permit, registration, and approval required for its products and operations, including any applicable City business license, California seller's permit, health permit, Cottage Food Operation registration or permit, Certified Producer's Certificate, and Certified Farmers' Market authorization. Vendor must provide copies upon request.

Vendor must comply with all applicable food-safety, labeling, allergen-disclosure, temperature-control, sanitation, and produce-handling requirements. All bakery goods must remain fully wrapped while offered for sale. Fruit must be wholesome, clean, and protected from contamination.

Permit/license numbers

4. SALES REPORTING AND VENUE FEE

Vendor will pay Venue ten percent (10%) of gross sales from all products sold at the Venue during the approved sales period. "Gross sales" means the total selling price collected before deductions for costs, card fees, taxes, refunds, or other expenses, except sales tax separately stated and actually remitted.

Within twenty-four (24) hours after the approved sales period ends, Vendor must provide Venue a complete sales summary and pay the full 10% Venue fee using a payment method approved by Venue. Vendor must maintain accurate sales records and provide reasonable supporting documentation upon request.

Gross sales \$

10% Venue fee \$

Payment method/reference

5. INSURANCE, LIABILITY, AND INDEMNITY

Before selling, Vendor must provide a valid Certificate of Insurance evidencing commercial general liability and product liability coverage in amounts acceptable to Venue and naming The Roundup, and any legal entity designated by Venue, as an additional insured. Venue may deny or cancel access if acceptable proof is not provided.

Vendor is responsible for its products, equipment, employees, agents, and customers and for claims, injuries, illnesses, contamination, recalls, or losses arising from Vendor's operations or products. To the fullest extent permitted by law, Vendor will defend, indemnify, and hold harmless Venue and its owners, officers, employees, and agents from such claims, except to the extent caused by Venue's gross negligence or willful misconduct.

6. OPERATIONS, CLEANUP, AND DAMAGE

Vendor must keep its area safe and sanitary; provide appropriate tables, coverings, displays, waste containers, and food protection; follow reasonable Venue instructions; and avoid obstructing exits or other vendors. Vendor must remove all property and trash and restore the area by the required exit time. Vendor is responsible for damage caused by Vendor or its personnel, excluding ordinary wear and tear.

Vendor may not assign this Agreement or allow another business to use its space without Venue's prior written approval. Venue may end sales immediately for unsafe conditions, unlawful activity, unapproved products, nonpayment, or any material violation of this Agreement.

7. CANCELLATION AND GENERAL TERMS

Vendor must promptly notify Venue of a cancellation. Changes must be in writing and accepted by both parties. If any provision is unenforceable, the remaining provisions continue in effect. This Agreement is the complete understanding concerning the approved sales period and may be signed electronically and in counterparts.

8. SIGNATURES

By signing below, each party confirms that it has read, understood, and agreed to this Agreement and that the signer is authorized to bind the named party.

VENUE REPRESENTATIVE

Printed name/title

Signature

Date

VENDOR

Printed name/title

Signature

Date