



Each Thursday, from July 11th-August 29th KFYR TV will be hosting a food truck, farmers market and music event called Food on Fourth. All our viewers and followers in western North Dakota will be invited. Serving hours each Thursday 11:00am-7:00pm

KFYR TV will commit to provide:

1. An unprecedented, heavy volume of television promotional announcements prior to each Food on Fourth, and during the eight weeks of the event. We will be directing all our viewers to the Food on Fourth landing page, where you will be highlighted.
2. Space on the exclusive KFYR TV Food on Fourth landing page. KFYR will design a unique URL, that is accessed through kfyrtv.com (www.kfyrtv.com had 79,600,000 page views in 2023, an average of almost 7 million per month). Your space on **foodonfourth.com** will allow you to post your menu and other information, **you will have admin access.**
3. KFYR TV is North Dakota's leader in social media, in both followers and engagement. We will put the power of our 230,000 FB fans to work, heavily promoting Food on Fourth.
4. KFYR TV is Your News Leader, we will engage the viewership of our 12pm, 4pm, 5pm and 6pm newscasts to promote the KFYR TV Food on Fourth events.
5. KFYR+ is a streaming channel launched by KFYR TV over a year ago. Host and anchor Jay Dylan will commit to interviewing each partner during the eight weeks of our event.
6. KFYR TV's creative services department will take video and pictures of all serving trucks for promotional use throughout the season.
7. KFYR TV has partnered with a non-profit to provide tables and chairs for our guests, attending Food on Fourth.

As one of our exclusive food vendors, you would commit to:

1. Investment per week \$150, eight-week cost \$1,200.
*Attending all eight weeks is not mandatory, however, it is strongly encouraged, due to promotional efforts by KFYR TV.
2. Provide the following information for the best possible experience at Food on Fourth.

Company _____ Date _____
Address: _____ Size of mobile unit: _____
City _____ State _____ Postal Code _____ email _____
Mobile phone _____
type of food and beverage served _____
Side of mobile unit serving window is on _____
Length and width of your mobile unit _____

Terms of payment. Each vendor will be given a secure payment portal to pay their weekly amount. Full eight-week payments in advance will receive a 10% discount. No mobile units will be allowed set to up, each Thursday, until payment is made in full.

License requirements. All vendors must have a current temporary or mobile food license with the City of Bismarck, and the state of North Dakota. Whole produce vendors are exempt.

Set up requirements. Each business will be emailed a setup time for Thursday morning. It is crucial to adhere to your time, for an orderly and pleasant setup process.

In consideration of the foregoing and of the mutual covenants and agreements set forth in this Agreement, the parties agree to the terms and conditions set forth herein, including the attached Standard Terms and Conditions and any Rider and attachments identified below, all of which shall be considered a part of this Agreement for all purposes.

KFYR TV:

By: _____

Name: _____

Title: _____

MOBILE FOOD VENDOR:

By: _____

Name: _____

Title: _____

Standard Terms and Conditions

Independent Contractor Relationship.

This Agreement establishes between an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship.

Compensation.

Contractor shall receive the compensation described above. Contractor shall not be reimbursed for any expenses incurred by Contractor in performance of the services of this Agreement.

Contractor Responsible for its Agents and Employees.

Contractor shall employ and have full and complete control of and responsibility for such agents, employees, and subcontractors, including any responsibility to compensate such agents, employees, and subcontractors for their services. Contractor agrees to defend, indemnify, and hold the Station from and with respect to any and all claims of any kind based on or arising out of any act or omission of Contractor or Contractor's agents, employees or subcontractors.

Indemnification, Hold Harmless and Insurance.

Contractor shall indemnify and hold harmless the Station, its parents, and subsidiaries, and the agents, directors and employees of each of them, from and against all claims, causes of action, damages, losses or expenses, including but not limited to attorneys' fees, arising out of or resulting from (i) the performance of the Services by Contractor, its agents, employees, and subcontractors, (ii) the operations of Contractor, its agents, employees, and subcontractors, or (iii) Contractor's breach of any provision of this Agreement. Contractor's indemnity obligations extend to all losses resulting in bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefor. This paragraph will survive the termination or expiration of this Agreement.

The Contractor shall keep and maintain insurance at all times while performing the Service. Contractor shall provide a Certificate of Insurance to Station verifying the following minimum coverages: a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products completed operations aggregate; \$5,000 medical expense (any one person); and Automobile insurance.

Severability.

The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions.

Waiver of Breach.

No waiver of any breach or of any term of this Agreement shall be construed to be, or shall be, a waiver of any other breach or term of this Agreement. No waiver shall be binding unless in writing and signed by the parties.

Compliance with Law and Station's Policies.

Contractor shall comply with any and all applicable laws and regulations, including but not limited to health, safety, security and conduct rules and regulations, which are now in effect, or which may become applicable while on the Station premises or while conducting the service for the Station.

Right to Use Station's Name or IP.

Contractor is allowed to use Station's and its parent's names, logos, trademarks, or other identifying information or intellectual property in any of Contractor's advertising, marketing materials, press releases, or other publications, whether in print, online, or any other format, without Station's prior written consent, for the sole purpose of advertising the KFYP 2024 Food Truck Festival.

Force Majeure. Station, and/or its parent company, shall not be liable for failure to perform its obligations due to acts of God, weather, pandemic, or any other occurrence beyond their control. Station has no obligation to make good with Contractor if Contractor is unable to perform the Service due to a force majeure occurrence.

Entire Agreement. Contractor represents that Contractor has carefully read the terms of this Agreement and that those terms are fully understood and voluntarily accepted by Contractor. This Agreement constitutes the entire agreement between the parties.



Layout showing Food Truck positions.

