

**PLEASE READ CAREFULLY**

**Alive After 5 Contract Agreement 2018**

This is an agreement between Elmira Downtown Development, Inc. (EDD) and \_\_\_\_\_

Elmira Downtown Development, Inc. will be host the Alive After 5 concert event to take place at \_\_\_\_\_, starting at 5:00 PM, and lasting until 9:00 PM.

\_\_\_\_\_ desires to sell beverages at and during the above mentioned Event.

\_\_\_\_\_ agrees to pay \_\_\_\_\_. Please note: The goal is to be able to cover all costs associated with each concert event including (stage, sound, setup, advertising, etc.) **This payment must be received by EDD with the application.**

EDD and \_\_\_\_\_ both agree to the following terms:

1. Stage and event setup begins at Noon every event day. The City of Elmira will close down associated streets with barriers. The restaurant/bar will be able to begin setup for event once streets are closed down. It is the duty of restaurant/bar to set up their own beverage station (including but not limited to tents, tables, chairs, signs with choices/ prices).
2. Restaurant/Bar is responsible for liquor license and acquiring beer truck from **Seneca Beverage Corporation.**
3. Restaurant/Bar is responsible for providing music entertainment. An opening act and main act are preferred. Please see the list of interested bands. Bands can only be used once per AA5 Season.
4. Restaurant/Bar is responsible for serving food either outdoors or indoors and listing prices per item. Food station is expected to be clean and sanitized for customers.
5. Restaurant/Bar is responsible for providing staff to serve beverages and food.
6. **The restaurant/bar must provide 2 drink tickets and a voucher for food for EDD volunteers and production crew.**

7. Restaurant/Bar is responsible for all garbage left at the end of the night. This can be disposed by staff at respective dumpster.

8. Staff must also clean up picnic tables and surrounding area during and at end of event.

9. Alive After 5 committee will check IDs and give wristbands patrons over the age of 21. The restaurant/bar must send customers outside to receive their wristband before serving any customer inside actual restaurant/bar. This is to reduce the risk of underage drinking.

10. In the event that there is inclement weather, the Restaurant/Bar and EDD can negotiate an alternative date (rain date) to hold the event.

11. EDD will order ED's Heads for the event, the establishment will receive the invoice and responsible for payment.

12. This contract is subject to change and must be signed annually.

In agreement to the above mentioned terms a representative of the Event and Owner sign below:

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of the Owner

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of AA5 Representative