

2017 Tempe Town Lake Festival (J4TTLF) Food Vendor Contract

Tuesday, July 4, 2017 - 5:00 pm – 11:00 pm
• Tempe Town Lake
Tempe, Arizona

FOOD VENDOR INFORMATION

NAME _____	BUSINESS NAME (or DBA) _____
ADDRESS _____	CITY _____ STATE _____ ZIP _____
TELEPHONE (____) _____	FAX (____) _____ DATE ____/____/____
FOOD TYPE: _____	CELL PHONE (____) _____
E-MAIL: _____	SPECIAL EVENTS TAX LICENSE # _____

FOOD VENDOR CONTRACT

1. **Agreement Definition:** This agreement is between the **July 4th Tempe Town Lake Festival (J4TTLF, Us/Our/We)** and the undersigned food vendor (Vendor/You/Yours). Food service operators will operate public food and beverage concessions under these contract guidelines. J4TTLF approves Contractor listed and terms of this contract.
2. **Services Overview:** The July 4th Tempe Town Lake Festival is a public special event to be held Tuesday, July 4, 2017 at The Tempe Town Lake, Tempe, Arizona. The event will include a variety of family entertainment, attractions, food, music and fireworks. J4TTLF makes no warranties or guarantees; either expressed or implied as to the volume of business that a vendor may generate. J4TTLF is not responsible for acts of God or others beyond its' control.
3. **Set-Up Rules:** Vendor check-in will be between 9:00 am – 12:00 pm on Monday, July 3, 2017. Vehicles must be out by 2:00 pm. Vendor check-in will resume on Tuesday, July 4, 2017 at 8:00 am. Banners are optional but must be contained within the booth dimensions. All vendors must stay within the assigned space limits; variances must be pre-approved by J4TTLF. All backspace used for food production must be enclosed with approved backdrop and groundcover. **ALL FOOD SERVICE SUPPORT VEHICLES MUST BE OUT OF THE EVENT PERIMETER BY 10:00 am, Tuesday, July 4, 2017. Failure to comply with this may result in a fine.**
4. **Credentials:** Submit your employee names in writing with this signed contract. Abuse of credentials will constitute breach of this contract and you will forfeit all fees paid and will be asked to leave the property.
5. **Hours Of Operation:** Event hours will be from 5:00pm-11:00pm, Tuesday, July 4, 2017. ***Your booth must be set and ready to operate by 4:30 pm.***
6. **Tear Down Rules:** You cannot take down your booth until the event is over. No vehicles may enter the site and nothing can be removed until the crowd has left and security has approved entry of food service vehicles Tuesday, July 4, 2017. You must be broken down and off the property by 10:00 am on Wednesday, July 5th, 2017.
7. **Electrical Power:** Electrical service is provided exclusively through the J4TTLF designated electrician. **NO GENERATORS WILL BE ALLOWED** without express J4TTLF approval. To obtain electrical service for your booth you must submit the electrical service request form with your application. The appropriate fee must be included with the application. Submit electrical needs with this contract. **No overnight power will be provided; please plan accordingly.**
8. **Space Assignments:** Assignments are based on space availability, vendor needs, electrical requirements, type of food and potential duplication of food products. You will be assigned a specific booth location. You will not be allowed to move to a new location at any time without the approval of J4TTLF. **Roaming vendors or "hawking" is not allowed, violators will be asked to leave the event and your booth will be shut down.** You must agree to occupy the space as assigned and remain open and staffed during event hours. *You may not sublet or apportion your space to anyone else.*
9. **Menu & Diagram:** J4TTLF strives to provide quality food, services and presentation to all participants and spectators at this event. Your booth must look professional in appearance and be kept clean at all times. We wish to have a variety of food items available to the public with minimum duplication. You must submit a menu with this application listing all food and beverage items you intend to serve including portion and price. Once your menu is approved, you cannot add or substitute any items without prior approval from J4TTLF. **YOU MAY NOT MAKE ANY SUBSTITUTIONS UNLESS YOU SUBMIT CHANGES IN WRITING AND ARE**

APPROVED BY J4TTLF AT LEAST TWO WEEKS PRIOR TO THE EVENT. Diagram: Please submit a detailed drawing of the set-up of your vendor space. Include trailer or tent, canopies, tables, side wall, signs, banners, backstage storage, all propane grills, grill screens, water, points of sales, counters, menus, power, condiment stations, fencing, trash containers, traffic flow, with all associated dimensions (e.g. length, width, height, etc.)

10. **Insurance:** You must provide a certificate of general liability and product liability insurance to J4TTLF as evidence of insurance in force. The certificate must name the following as additionally insured: **City of Tempe, Kiwanis Club of Tempe and Yates Enterprises, Inc.** Your limits of liability must be at least \$1,000,000.00. *You will not be allowed to set up if you have not first provided this certificate to J4TTLF.* The insurance is at your own cost. If this certificate is not provided, J4TTLF reserves the right to withdraw you from the event at the cost of all prepaid fees. Any vehicles driving into the park will need to have proof of insurance or auto insurance on your liability certificate. In addition, you will need workman's' compensation. **All insurance paperwork must be submitted by Friday, June 2, 2017.**

11. **Hold Harmless Agreement:** Vendors agree to indemnify and hold harmless **City of Tempe, Kiwanis Club of Tempe and Yates Enterprises, Inc.,** and their officers, agents and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by the vendor of the privileges herein granted. You agree to release J4TTLF from responsibility and/or claim for loss, damage, or injury to your person or those representing your concession. J4TTLF is not responsible for damage caused by acts of God or human nature. Professional conduct is mandatory; complaints and comments must be addressed with J4TTLF management and not openly discussed with other vendors or patrons.

12. **Health Department:** You must follow and abide by the Maricopa County division of Environmental Health guidelines. You must complete an application, submit to the health department and have a copy of the Health permit on site. The Health Department prefers that all workers have Food Server cards. For more information call: (602) 506-6978.

13. **Fire & Safety:** You must comply with all pertinent fire codes, laws, ordinances and regulations for health, fire prevention and public safety. You must provide an approved fire extinguisher at your booth for the duration of the event. Rural Metro fire inspectors will periodically inspect all food booths for fire extinguishers and safety compliance.

14. **Equipment and Rentals:** Any equipment needed for your booth is your responsibility - including tents, tables, chairs, etc; however it is highly recommended that you use the rental company provided by J4TTLF which will be determined at a later date. If you use your own tents, they must be weighted with sufficient amount of sandbags.

15. **Waste and Clean Up:** Wastewater and grease are the responsibility of the vendor (Pack it in, and pack it out). All garbage must be put into a closed bag and dropped in the provided dumpsters. Wooden palettes have to be hauled away by the vendor and not left at the dumpsters. After you have broken down your booth and before you leave, a J4TTLF staff member must check you out. You must provide a minimum 30-gallon trash container for customer use at your location.

16. **Restricted Items:** No balloons, popcorn or seeds can be used or sold in booths.

FINANCIAL CONCERNS

- Cash Transactions:** All food and beverage sales are cash. Collection and payment of all appropriate taxes are the responsibility of the food vendor. **All food vendors will be required to provide and use a cash register to track and account for sales and transactions.** Transaction tapes will be submitted to the J4TTTLF representative at the close of the event with a gross sales report. At the end of the event, your account will be settled with J4TTTLF based on your calculated sales according to the mass balance and recorded sales registered tapes.
- Ice Sales:** Vendors may purchase ice through Ralph & Sons Ice. Ralph & Sons Ice will maintain an attendant on site for the duration of the event who will conduct transactions for ice. Ice will be purchased on a cash basis directly from the ice vendor price TBD/bag.
- Soda & Water Sales:** All soda and water must be purchased by Pepsi. J4TTTLF selects all water and soda prices that each vendor must adhere to. 2017 prices are TBD. Soda products, water, and ice will be available on site to purchase.
- Required Deposits:** 10x10 Space fees are 30% of net sales or \$450, whichever is greater. A minimum deposit of \$450, along with a **\$150 cleaning deposit**, must be paid before you can be accepted as a vendor. If 30% of net sales exceed \$450, you will owe the difference. If \$450 exceeds 30% of your net sales, then your fee is \$450. Once you are accepted, all fees and or deposits are non-refundable unless the J4TTTLF cancels the event. If you are not accepted as a vendor, all funds submitted with your application will be returned to you. **Please see below for early registration and late fees.**
- Fees:** All fees are non-negotiable and non-refundable. **ALL FEES AND ELECTRICAL PAYMENTS ARE DUE IN FULL WITH THIS SIGNED AGREEMENT TO CONFIRM YOUR SPACE RESERVATION. CHECKS ONLY, NO CREDIT CARDS!!** Payment and ALL paperwork is due by **Friday, June 2, 2017**. However, any fees received on or after June 3, 2017 **must** be in the form of a cashier's check and an additional \$75 will need to be added. Applications will not be accepted after Friday, June 16, 2017.

MAKE ALL CHECKS PAYABLE TO: KIWANIS CLUB OF TEMPE

Application Fee: \$450.00 per each 10 x 10 space \$450 _____

Returning Vendors – to thank you for your continued support, your fee is \$400, however the late registration applies to you as well. EVERYTHING must be in by Friday, June 2, 2017 or an additional \$75 will need to be submitted.

Late Registration – ANYTHING submitted or missing (including insurance) on or after June 3, 2017 add \$75 to your deposit check.

Power Requirements: \$ _____

Rental Options: \$ _____

Total Payment Enclosed * \$ _____

Date ____/____/____ Check # _____ Check Amount \$ _____

Cleaning Deposit (Separate Check) \$150.00 _____

* \$150.00 Cleaning Deposit not included in Total Payment – to be submitted as a separate check, which will be refunded if your area is left as you found it.

You agree that a facsimile copy of this agreement, including signatures, is as valid and binding as the original copy.

This contract/agreement will first take effect upon acceptance of vendor by J4TTTLF and will continue in full force until the termination of the event. By authorized signature below, the above vendor has been accepted to the event and this agreement/contract is deemed executed by both parties. By the J4TTTLF and

Company/vendor name (please print): _____

Applicant Authorized Signature: _____ Date ____/____/____

J4TTTLF Authorized Signature: _____ Date ____/____/____