

**PLEASE NOTE THAT ALL
APPLICATIONS MUST BE
SUBMITTED
ELECTRONICALLY
TO: Shelby@shilandcreative.com**

**Checks can be mailed to:
July 4th Tempe Town Lake
Festival
C/O Kiwanis Club of Tempe
P.O Box 27366
Tempe, AZ 85285**

2020 July 4th Tempe Town Lake Festival (J4TTLF) Food Vendor Contract

**Saturday, July 4, 2020 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 Saturday, July 4, 2020 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 8:00 am – 11:00 am on Friday, July 3, 2020. Vehicles must be out by 1:00 pm. Vendor check-in will resume on Saturday, July 4, 2020 at 8:00 am. **Time is subject to change – J4TTLF will notify you if changes apply.** 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, Saturday, July 4, 2020. Failure to comply with this may result in a fine.**
- 4. Credentials:** Submit your employee names in writing as indicated on page (5) with this signed contract. You may have up to (8) employees working the event. If you require more, please contact Shelby Dalzotto for approval. 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, Saturday, July 4, 2020. **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 and you may NOT leave the event site until you have checked out and settled your receipts with festival staff.** 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 Saturday, July 4, 2020. You must be completely broken down and off the property by 10:00 am on Sunday, July 5th, 2020.

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 pre-determined 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 and your payment forfeited.** 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:** 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.**
10. **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.)
11. **Insurance:** **You must provide a certificate of general liability, workman's comp and automobile 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 Shiland Creative Group.** 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. All insurance paperwork must be submitted by **Friday, May 22, 2020.**
12. **Hold Harmless Agreement:** Vendors agree to indemnify and hold harmless **City of Tempe, Kiwanis Club of Tempe, Shiland Creative Group** 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.
13. **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. **You must also provide your health permit number to Shelby Dalzotto along with your application.**
14. **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.
15. **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.
16. **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 pallets have to be hauled away by the vendor and not left at the dumpsters. You must provide a minimum 30-gallon trash container for customer use at your location. **After you have broken down your booth and before you leave, a J4TTLF staff member must check you out.**
17. **Restricted Items:** No balloons, popcorn or seeds can be used or sold in booths. **PLEASE NOTE THAT NON-CLEAR BAGS ARE PROHIBITED FROM BEING SOLD OR GIVEN OUT DURING THE FESTIVAL.** This festival has a strict clear bag policy and there will be no exceptions.

FINANCIAL CONCERNS

1. **Cash & CC Transactions:** All food and beverage sales are cash and credit card friendly. 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 J4TTLF representative at the close of the event with a gross sales report. At the end of the event, your account will be settled with J4TTLF based on your calculated sales according to the mass balance and recorded sales registered tapes.
2. **Ice Sales:** Vendors may purchase ice through Ice King. Ice King 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.
3. **Soda & Water Sales:** All soda and water must be purchased by Pepsi. J4TTLF selects all water and soda prices that each vendor must adhere to. 2020 prices are TBD. Soda products, water, and ice will be available on site to purchase.
4. **Required Deposits:** 10x10 Space fees are 30% of net sales or \$450, whichever is greater. A minimum deposit of \$450 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 J4TTLF 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.
5. **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!!** Please include a photo copy of your check along with your application. Payment and ALL paperwork are due by **Friday, May 22, 2020**. However, any fees received on or after May 22, 2020 **must** be in the form of a cashier's check or money order and an additional \$75 late fee will need to be added. Applications will not be accepted after Friday, June 12, 2020.

MAKE ALL CHECKS PAYABLE TO: KIWANIS CLUB OF TEMPE

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

Returning Vendors-to thank you for your continued support and for what you do in the community, your fee is \$400; however, the late registration applies to you as well. **EVERYTHING must be in by Friday, May 22, 2020** or an additional \$75 will need to be submitted.

Late Registration-ANYTHING submitted or missing (including insurance) on or after May 22, 2020 will result in a \$75 charge.

Power Requirements: \$ _____

Total Payment Enclosed: \$ _____

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

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 J4TTLF 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 J4TTLF and

Company/vendor name (please print): _____

Applicant Authorized Signature: _____ Date ____/____/____

J4TTLF Authorized Signature: _____ Date ____/____/____



**2020 July 4th Tempe Town Lake Festival
Electrical Needs**

Power will ONLY be available on July 4th, 2020 – **THERE IS NO OVERNIGHT POWER**

Company Name: _____

Power Requirements:

Power	Price	Quantity	Total
_____ 500 Watts (Plug for lights)	\$75.00	X _____	= _____
_____ 20 AMP Circuit	\$120.00	X _____	= _____
_____ 50 AMP/220 Volt	\$300.00	X _____	= _____
_____ Fluorescent Light	\$40.00 each	X _____	= _____

We do not provide extension cords for your booth.

ANY CHANGE ORDERS THAT OCCUR DAY OF THE EVENT WILL BE 25% HIGHER THAN THE LISTED ABOVE PRICES. Please make sure your electrical needs are correct upon application submission.

These prices are estimated for 2020. Should prices change, J4TTLF will let you know.

Payments **MUST** be received by May 22, 2020. Any payments submitted after the deadline will only be accepted in the form of a cashier's check or money order.

**YOUR ELECTRICAL FORM MUST BE SUBMITTED ELECTRONICALLY TO
SHELBY@SHILANDCREATIVE.COM, ALONG WITH YOUR VENDOR APPLICATION.**





2020 July 4th Tempe Town Lake Festival
Employee List

Company : _____

Please list below all employees that will be working the event. Please remember everything is subject to final approval by J4TTLF.

Employee Name:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

YOUR EMPLOYEE LIST MUST BE SUBMITTED ELECTRONICALLY WITH YOUR APPLICATION.





**2020 July 4th Tempe Town Lake Festival
Insurance Requirements**

Proof of the following insurance is REQUIRED:

- General Liability – minimum of \$1 million
 - Workman's Comp
 - Automobile

***Auto Insurance needs to be provided for all vehicles that will be driven onto park premises. if not included on general liability, please provide a copy of auto insurance.*

The following entities MUST be named as additional insured:

City of Tempe
3500 S Rural Road
Tempe, AZ 85282

Kiwanis Club of Tempe
PO Box 27366
Tempe, AZ 85285

Shiland Creative Group
PO Box 5685
Atlanta, GA 31107

**YOU MUST EMAIL YOUR INSURANCE CERTIFICATES, ALONG WITH YOUR
APPLICATION, TO
SHELBY DALZOTTO AT SHELBY@SHILANDCREATIVE.COM**

Certificates are due no later than May 22, 2020

