



FOOD VENDOR APPLICATION

AUGUST 24-26, 2018



CONTACT INFORMATION

Name of organization or business: _____

Contact name: _____

Address: _____

Phone number: _____ Alternate Phone Number: _____

E-mail address: _____

MENU

- Please attach complete menu of items (including prices) to be sold.
- Please choose unique items that have less potential for duplication. List items in order of preference for selection.
- In an effort to encourage a diverse selection of menu items, the Festival reserves the right to request menu changes or limit selections
- Coca-Cola is an event sponsor... we ask that you consider selling Coca-Cola products.
- * Please include a copy of your food vendor license.

PROVISIONS

Booth Space

- All vendors will be provided a 10 ft. x 10 ft. space for a fee of \$495.
- All attachments, awnings, trailer tongues, tables, and chairs must fit in the provided space. Vendors exceeding the provided space length will be charged an additional \$50 per linear foot. The Festival reserves the right to limit additional space due to site constraints.
- **Pictures of booth set-up must accompany application for it to be accepted.**

Electrical Access

- All vendors will be provided with **one 20-amp 120v 3-prong grounded receptacle.**
- All vendors are responsible for providing their own **3-prong extension cord (UL-approved and in good working order) and heavy-duty power strip** if needed.
- Additional electrical amperage and outlets may be available on first-come, first-served basis for an additional fee of \$50 per 20 amp circuit. Special electrical needs may require additional charges. Contact Lynne at (541) 917-7771 or lynne.smith@cityofalbany.net for these requests.

Load In

Vendors will be able to drive on-site for unloading until 12:00 pm on Friday. All vehicles will be prohibited in the vendor area from 12:30 p.m. Friday until the festival ends on Sunday at 3:30 p.m. **Vendors should come prepared to move items using a handtruck or other devices.**

Show Hours

August 24: 4 pm-8 pm; August 25: 10 am-8 pm; August 26: 10 am-3 pm

PRICES

The deadline for application submission is **April 6, 2018**. Notification of selection will be made by **May 4, 2018**. You will receive confirmation along with your final billing. Selected vendors will need to pay their fee by **June 1, 2018**. **Early Bird Discount:** If payment is received by **May 17, 2018** receive a \$50 discount. The failure to submit the entire fee, including additional booth and electrical charges, by the deadline will forfeit your space

Please draw your booth or trailer setup.

INCLUDE ALL ATTACHMENTS, TRAILER TONGUES, AND OTHER ITEMS THAT MAY EXTEND OUTSIDE THE SPACE. Please include measurement for any portion that will extend past the 10x10

10 ft. x 10 ft.

Service Side

APPLICATION REQUEST		
BOOTH SPACE (ONE 10 FT X 10 FT SPACE INCLUDED)		\$495
Additional Space	\$50 x ____ ft.	
ELECTRICAL ACCESS (ONE 20A/120V OUTLET INCLUDED)		<i>no charge</i>
Additional 20A/120V outlet	\$50 x ____ approved outlets	
TOTAL FEE		
(FOR OFFICE USE ONLY)		
BALANCE DUE	If payment is received by 5/17/2018	
	If payment is received AFTER 5/17/2018	
TOTAL PAID		

Albany Parks and Recreation / Northwest Art & Air Festival
FOOD CONCESSIONAIRE AGREEMENT

This agreement is entered into and executed this _____ day of _____, 2018 by and between the City of Albany Parks and Recreation Department, hereinafter referred to as City, and _____, hereinafter referred to as Concessionaire.

I. Responsibilities of the Concessionaire

- A. Concessionaire may serve only food and beverage items that have been approved by the Food Faire Committee for the Northwest Art and Air Festival. All menu items must be listed on a menu attached to the application.
- B. Concessionaire must show evidence of a food vendor's license. Concessionaire is responsible for complying with all Health Department requirements.
- C. Concessionaire must be set up and ready for business no later than 4 p.m. on Friday, August 24, and remain open until the conclusion of the Northwest Art & Air Festival (Sunday, August 26, 3:00 p.m.). **You will not be able to drive your vehicle in for loading until 3:30 p.m. on Sunday, August 26.**
- D. Concessionaire is responsible for covering and/or taping down all electrical cords, securing awnings, etc. according to safety code.
- E. Concessionaire is only permitted to use Northwest Art and Air Festival Committee approved appliances.
- F. Concessionaire is responsible for supplying all booth items, including appropriate tables or counters space, hand washing buckets, and appropriate signage. Signage shall include the name of the organization, food items for sale, and prices.
- G. Concessionaire must comply with all Fire Marshal codes and regulations.

II. Responsibilities of the City

- A. The City will provide Concessionaire with the following:
 - 1. 100 square foot space (10'x10')
 - 2. Garbage dumpsters in the vicinity of the food court
 - 3. One 20-amp 120v 3-prong grounded receptacle
 - 4. Water supply in central location
 - 5. Vendor parking: one vehicle per vendor; additional parking passes are available for a \$5 fee; vendor will not be allowed to drive to their space from 12 p.m. Friday until the end of the Festival; bring a handcart to load from nearby areas

III. Fees and Charges

- A. Concessionaire agrees to pay applicable space rental fee.
- B. Concessionaire agrees to pay amount.
- C. After vendor notification of selection, non-payment of remaining fees will result in forfeiture of space and deposit.
- D. Failure to participate in the Festival and provide the contracted service does not release the Concessionaire from the obligation to pay the City the stated fees. The food concession service is non-transferable to another party without the written consent of the City. Subcontracts are not allowed.
- E. No refunds will be given after acceptance.

IV. Adherence to Policy

Concessionaire agrees to abide by the City of Albany Parks and Recreation Department's policies. Failure to abide by any of these policies may result in termination of this agreement and forfeiture of any and all fees. City will not share your information with a third party unless authorized to do so.

V. Jurisdiction and Venue

In the event of litigation to enforce this agreement or any provision thereof, the prevailing party in addition to other relief granted, shall be entitled to recover reasonable attorney fees, including fees of appeal, if any. Jurisdiction for litigation shall rest exclusively with the courts of the State of Oregon and venue shall lie in Linn County.

VI. Indemnification Agreement

The Concessionaire hereby agrees to indemnify and hold harmless the City of Albany, its officers, agents and employees from any and all claims, demands, losses, or damages, including attorney's fees, which may arise in any manner from the Concessionaire's activities or presence on City property as authorized by this agreement. This release and indemnification obligation includes, but is not limited to, claims made by the Concessionaire, its agents, or employees.

VII. Adherence to Laws

Concessionaire shall abide by all laws governing the City of Albany and the State of Oregon while on City property. Violation of the law will result in termination of this agreement and possible removal from the property.

FOR THE CONCESSIONAIRE:

Name of Business: _____

Business Owner: _____

Address: _____

City, State, Zip _____

Signature: _____

Date: _____

FOR THE CITY:

Lynne Smith, lynne.smith@cityofalbany.net

Event and Program Coordinator

333 Broadalbin St SW

Albany, OR 97321

Signature: _____

Date: _____