



# FOOD VENDOR APPLICATION

**FRIDAY, AUGUST 28 AND SATURDAY, 29, 2020**



## 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.

### BOOTH SPACE

- All vendors will be provided a 10 ft. x 10 ft. space for a fee of \$520.
- 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. Contact Lynne at (541) 917-7771 or lynne.smith@cityofalbany.net for these requests.

### LOAD IN

We encourage vendors to arrive on Thursday for set-up between the hours of 9 am-5 pm. If you are a returning vendor you can choose to set up Thursday evening. Please contact me for Thursday set-up approval.

Friday load in: Vendors will be able to drive on-site for unloading until 10:30am (no exceptions). No vehicles will be prohibited in the vendor area from 11am Friday until tear down on Sunday at 8 am. Vendors should come prepared to move items using a handtruck or other devices.

### Festival Hours:

**Friday, August 28: Noon-8 pm**  
**Saturday, August 29: 10 am-8 pm**

**Check-In: Friday 8am-10:30am • (Thursday Load-in with approval)**

**Tear down/Load out: Sunday 8am**

### PRICES

The deadline for application submission is April 3, 2020. Notification of selection will be made by May 1, 2020. You will receive confirmation along with your final billing. Selected vendors will need to pay their fee by June 1, 2020. Early Bird Discount: If payment is received by May 15, 2020 receive a \$50 discount. The failure to submit the entire fee, including additional booth and electrical charges, by the deadline will forfeit your space.

APPLICATION REQUEST		
BOOTH SPACE (ONE 10 FT X 10 FT SPACE INCLUDED)		\$520
Additional Space	\$50 x ___ ft.	
ELECTRICAL ACCESS (ONE 20A/120V OUTLET INCLUDED)		no charge
Additional 20A/120V outlet	\$50 x ___ approved outlets	
<b>TOTAL FEE</b>		
(FOR OFFICE USE ONLY)		
BALANCE DUE	If payment is received by 5/15/2020	
	If payment is received AFTER 5/15/2020	
<b>TOTAL PAID</b>		

## FOOD CONCESSIONAIRE AGREEMENT

This agreement is entered into and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020 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 or 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 Noon on Friday, and remain open until the conclusion of the Northwest Art & Air Festival (Saturday, 8:00 p.m.). You will not be able to drive your vehicle in for tear down until **8 a.m. on Sunday**.
- 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 10:30 a.m. Friday until 8 a.m. Sunday; bring a handcart to load from nearby areas. All vehicles will need to be out of the park by 11am on Friday.

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.

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**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: \_\_\_\_\_