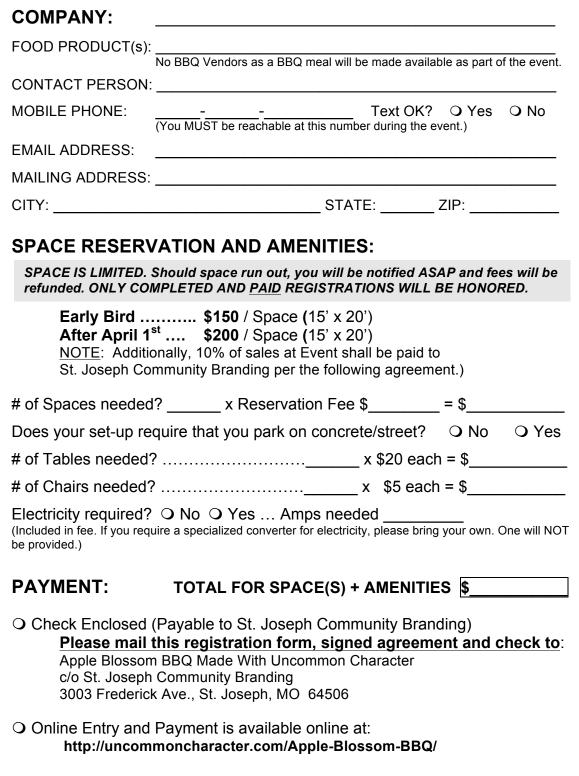
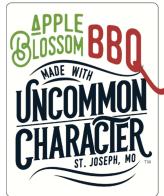
# 2018 DESSERT/FOOD VENDOR RESERVATION AGREEMENT





MAY 4-5, 2018

CIVIC CENTER PARK 1100 Frederick Avenue, St. Joseph, MO

A KCBS sanctioned state championship event to benefit the St. Joseph Community Branding Initiative "Made With Uncommon Character"



**QUESTIONS?** Please contact:

Christel Gollnick at uncommoncharacter@gmail.com or 816-588-2730.

#### **Confirmation Process**

You will receive an email confirming receipt and approval of your reservation agreement. Further information will be forwarded leading up to the event.

Food Vendor Checklist	O Completed and Signed Application
	O Payment in Full
	O Proof of Business License
	O Menu with Pricing

St. Joseph Community Branding (Organizer) and the Apple Blossom BBQ Made With Uncommon Character (BBQ) are proud to offer the opportunity for you to showcase and sell your food products at our annual event on May 4-5, 2018. On Friday May 4, the park is 'open' for business beginning at 5:00 PM and we will close down all vendors by 10:00 PM. On Saturday, May 5, we will be open vendor booths from 10:30 AM until 3:30 PM. You may set your booth up on Friday any time between 9:00 AM and 5:00 PM.

You will be provided with a map (via email) prior to the event so that you will know where to go on opening day. This application needs to be provided no later than APRIL 15, 2018 for consideration and approval by our Committee. If your booth requires more than a 15' x 20' space, or requires unusual spacing, please contact us ahead of time so that we can prepare accordingly.

A limited number of Food Vendor spaces will be reserved on a first-come, first-served basis beginning with the date we receive payment.

**Vendor Schedule** Event Day: MAY 4 and 5, 2018

Vendors are expected to stay the entire duration of the event (hours listed above). If you have need to take a break during the event hours indicated, please let Organizer know this ahead of time or as soon as you know it.

## Vendor Vehicle/Loading

Vehicles will not be permitted to load or unload during the BBQ 'open hours' for safety reasons. Please have your booth ready for operation before 5:00 PM on Friday, May 4 and do not tear down until after 3:30 PM on Saturday, May 5.

## **Vendor Payment Information**

Send checks for initial Vendor reservation fees along with this signed agreement to:

Apple Blossom BBQ Made With Uncommon Character c/o St. Joseph Community Branding 3003 Frederick Ave., St. Joseph, MO 64506

Spaces are \$150 each if postmarked by April 1, 2018. They are \$200 each if postmarked after April 1, 2018. Vendor agrees to also pay to St. Joseph Community Branding 10% of the gross revenue sales from their food items at the BBQ before exiting the Event Site on May 5, 2018.

<u>CANCELLATION POLICY</u>: Payment in full is required to register as a Food Vendor at the BBQ. Payment is non-refundable after April 16, 2018. Please remember that spots are limited.

#### **Miscellaneous Information**

<u>SPACE ASSIGNMENTS</u>: A booth space consists of one or more 15' x 20' areas (at \$150 or \$200 per 15' x 20' area). Booth assignments will be made only after payment is received and will be made in the sole and absolute discretion of the Organizer and based on space requirements, products to be sold and with consideration of the overall best interest of the Event. All booth and exhibit materials must remain within the dimensions of the booth, obstruction of walkways or general views of the event or other exhibiting companies will not be allowed.

<u>EXHIBIT OPERATION</u>: All booths must be open and staffed during the hours of the Event, unless the Organizer has been notified otherwise prior to the event.

<u>PRODUCTS AND DISTRIBUTION</u>: No product bearing the BBQ or Made With Uncommon Character name, logo or reference to such may be sold or distributed without written permission from St. Joseph Community Branding.

MANAGEMENT & DISMANTLING: Organizer reserves the right should any rented Vendor's space remain unoccupied on the opening day of our event or should any space be forfeited due to failure to make payment, to rent said space to any other Vendor or use said space in any other manner. Vendor shall be solely responsible at its own expense, for installing and dismantling its booth. Vendor shall repair any such damage caused by such dismantling and return the space in the same condition as received. All food vendor spaces must be dismantled and removed from the event area by 6:00 PM on May 5, 2018 (unless preapproved by Organizer for a later time).

<u>FIRE, SAFETY & HEALTH REGULATIONS</u>: Vendor agrees to comply with local, city and state laws, ordinances and regulations including but in no way limited to: all applicable federal, state and local codes and regulations relating to the preparation and service of food products, as well as any and all regulations set forth by the Coordinator covering safety, health and other matters. All exhibit equipment and materials will be reasonably located within the booth and protected by safety devices where necessary. Vendor shall take all necessary precautions.

<u>SUB-LETTING OF SPACE</u>: Vendor shall not assign, sublet, or apportion the whole or any part of the assigned space or have representatives, equipment, or materials for other than its own in the exhibit space without written consent from Organizer.

INDEMNIFICATION AND RELEASE: Organizer will take reasonable precautions to safeguard Vendor's property during Event hours. However, Organizer will not be liable for loss or damage to the property from theft, accident or any other cause. By initialing below, Vendor agrees to indemnify, protect, defend and hold harmless St. Joseph Community Branding, LLC and the Apple Blossom BBQ Made With Uncommon Character Committee and its officers, directors and organizers, owners and agents, representatives or employees of the above from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the occupancy of the assigned space by Vendor. In addition, the Vendor expressly releases the aforementioned from all claims for loss, damage or injury arising from any cause whatsoever related to this Event.

Vendor Initials: Date:	
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<u>INSURANCE AND LIABILITY</u>: Vendor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Vendor's displays, equipment, and other property brought upon the premises of the event site.

<u>UTILITIES</u>: Standard electricity will be provided by Organizer, however if Vendor needs a converter to run their equipment or booth, Vendor will need to provide its own converter.

<u>INABILITY TO PERFORM</u>: If Organizer should elect not to, or be prevented from, holding the Event or if it cannot permit Vendor to occupy Vendor's assigned space due to circumstances beyond its control, including but not limited to civil disobedience or acts of God, Organizer will refund to Vendor the amount of rental paid, and Organizer shall have no further obligation or liability to Vendor. The right to cancel or terminate the BBQ, in whole or in part, shall be in the sole and exclusive discretion of the BBQ Committee and St. Joseph Community Branding Directors.

<u>RULES AND REGULATIONS</u>: Organizer shall have full power in the interpretation and enforcement of all rules contained herein and to make such further rules and regulations, as it shall consider necessary for the proper conduct of the BBQ.

<u>ALCOHOLIC BEVERAGES</u>, <u>BOTTLES & CANS</u>: No additional alcoholic beverages are permitted on the BBQ event grounds unless legally purchased from designated BBQ Vendor.

<u>INCLEMENT WEATHER</u>: In the event of inclement weather, only the Organizer can terminate this agreement. Vendor shall have no right to terminate this Agreement based on inclement weather. In the event the Organizer determines, in his/her sole and absolute discretion, that prevailing weather conditions either make, or are likely to make, continuation of the event impractical or unsafe, Organizer shall have the sole and absolute right to terminate this agreement. In the event of such termination, a portion of the rental paid shall be refunded to Vendor.

<u>NO GUARANTEE OF RESULTS</u>: The BBQ does not warrant or guarantee any particular results from exhibiting in the BBQ, nor does it guarantee any particular number of attendees on Event day.

<u>BUSINESS LICENSE</u>: A City Authorized Business License requirement will be waived for the event day.

By completing this Agreement, I agree to exhibit my products/services at the 2018 Apple Blossom BBQ Made With Uncommon Character and to abide by the rules, regulations and conditions governing the Event as stated above:

Vendor Name (Company)	
Authorized Applicant Signature	
Print Name	Title
	Date

PLEASE SEE FOLLOWING PAGE TO INITIAL AND DATE ST. JOSEPH CITY HEALTH DEPARTMENT REQUIREMENTS.

### **Temporary Vendor Requirements for Food Service**

- 1. Vendor must have overhead protection available, such as a tent or mobile unit.
- 2. A method for washing hands is needed. This can be a large plastic container with soap, water and paper towels. Water is available at multiple locations at the Event site.
- 3. A method for cleaning utensils and other equipment is needed. Large containers are needed to wash, rinse and sanitize as well as a sanitizer solution strength.
- 4. Hot and cold water are needed. A large coffee maker can be used to produce hot water, or any other suitable method.
- 5. All items must be stored off the ground at least 6" or more (no food items or storage should be in direct contact with the ground).
- 6. All food handlers shall wear proper hair restraints (pony tail holder, hat, and/or hair net) and wear gloves at all times for food preparation.
- 7. Coolers or other methods for keeping goods cold (41 degrees F or colder) must be provided by Vendor.
- 8. Hot foods are to be held at 135 degrees F or above. This includes all food that is being held and served hot, e.g. chili, hotdogs, soups, BBQ, meats, etc.
- 9. Vendor must provide trash cans with liners and tight fitting lids.
- 10. Any grilling that will occur outside the tent must be in an enclosed grill (with a lid). The grill must be cleaned and sanitized prior to use.
- 11. Health inspectors may ask to inspect you premises at any time during the Event, as we are on City property and our contract is with the City of St. Joseph. Each Vendor needs to be prepared and agrees to allow the inspector to do their jobs.

If you have any questions or concerns with these requirements or your set-up/equipment, please call 816-588-2730 and Christel Gollnick will direct you to the City Health Department.

Vendor Initials:	Date:
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