



## VENDOR APPLICATION

Fax application to: 877-485-3554

**If you become a vendor at Everybody's Favorite BBQ & Hot Sauce Festival; Be advise in some cities the Health Department Regulations will inspect your booth on-site and issue you a permit the same day.**

### LIQUID SALES ALLOWED WITH ADDITIONAL \$250.00

Business Name: \_\_\_\_\_ Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Product:** Please list any merchandise items that you wish to sale as a vendor:

\_\_\_\_\_

\_\_\_\_\_

**Food:** Menu Items

If items exceed list please attach a menu

Description of Items - Serving Size (**oz. and pieces**) - Price per Serving

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Which required item will you prepare to fit events theme? ( i.e. EFFEST Festival)**

Yams/SPP    Greens    Mac N Cheese    Okra    Black Eyed Peas

Green beans    Mash Potatoes/Gravy    Cake    Peach Cobbler

Please list any other type(s) of Food you plan to prepare:

\_\_\_\_\_

\_\_\_\_\_

**Do you have a tent?**    Yes    No If yes, what are the dimensions?

\_\_\_\_\_



**Please bring your own generators for electricity**

- 6K Watt    
  8K Watt    
  15K Watt    
  15K or Larger Watt

**Booth Description and Rate: (Please check one of the following types) \$ \_\_\_\_\_**

- Craft Vendor (Merchandise) \$250.00    
  Business Vendor (Information Sharing only) \$250.00  
 Food Vendor (Tent/Trailer) \$500.00 or \$750.00    
  Non-Profit (Information Sharing only) No Fee  
 Non-Alcohol Drinks \$500.00

**Booth Information**

*Do not fill this out, leave blank, promoter will fill out to let you know when your load in/out time will be. Once application is approved we will fax it back to you with this information filled out.*

*Additionally, a cleanup deposit of **\$250.00** is required in the form of a **money order**; made out to **Everybody's Favorite Entertainment (No personal checks will be accepted)**.*

Company Name: \_\_\_\_\_

Load-In Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_:\_\_\_ M

Load-Out/Clean-Up End Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_:\_\_\_ M

Event Start Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_:\_\_\_ M

Event End Date: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_:\_\_\_ M

Money Order Rcv'd: by: \_\_\_\_\_ \$ \_\_\_\_\_

Money Order Rtn'd by: \_\_\_\_\_ \$ \_\_\_\_\_



THIS IS AN AGREEMENT, between the "EFFEST Festival and its Vendors"

and \_\_\_\_\_ ("Vendor"):

1. **Formation and Nature of Agreement** This Agreement shall become a contract between the Vendor and the EFFEST Festival upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the EFFEST Festival agrees to allow Vendor to operate a food booth, once selected, at community festivals. The Vendor agrees to operate the booth and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Vendor under this Agreement shall create any rights in Vendor to operate a food booth at subsequent festivals.
2. **Use of Booth** The booth shall be used exclusively for the sale of food and beverage products on the menu described in the application attached to this Agreement, and at the prices described in the application. Upon written request of the Vendor, submitted to the EFFEST Festival not less than 30 days prior to the beginning of the Festival, the EFFEST Festival may, by written consent, approve the sale of goods other than approved menu items. It is the intention of the parties that the sale of goods other than approved menu items be restricted to goods related to the charitable purposes of the Vendor and that such sales are restricted except where compelling circumstances warrant approval by the EFFEST Festival. Accordingly, the EFFEST Festival reserves the right, in its absolute discretion, to disapprove the sale of any goods at the booth other than approved menu items. Without limitation of the foregoing, the Vendor shall not use the booth for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth.
4. **Sanitation and Clean-Up** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The EFFEST Festival shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the EFFEST Festival.  
**NOTE:** Unless otherwise provided by the EFFEST Festival, Vendor shall not provide containers for disposal of cooking oils used. The Vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of each day. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the EFFEST Festival for use by the general public. Vendor shall provide adequate workers or volunteers for clean up of the booth area and the general Festival grounds in accordance with regulations and directions provided by the EFFEST Festival.
5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
  - (a) **Deadlines** Vendor shall comply with all deadlines for organization and performance of the food booth operation as established by the EFFEST Festival.
  - (b) **Cooperation** Vendor shall cooperate with the EFFEST Festival in planning and conducting the Festival. The EFFEST Festival will evaluate the performance of the Vendor in accordance with regulations and procedures established by the city.
  - (c) **Number of Servings** The Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period. Estimated attendance is 1,000 persons.
  - (d) **Compliance with Regulations and Directions** Vendor agrees to comply with all regulations promulgated by the EFFEST Festival, including those regulations attached to this Agreement. The EFFEST Festival reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor. The Vendor shall be bound to all such regulations provided that such regulations are made generally applicable to all other food booth operators similarly situated.
  - (e) **Security** Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
6. **Equipment and Supplies** EFFEST Festival shall provide electrical service, if requested, and water service in accordance with directions and regulations provided by the EFFEST Festival, if available.

Vendor shall provide all necessary propane and other fuel other than the electrical power utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all tents, tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating the food booth.

- 7. **Assignment of Booth Space** Vendor consents to assignment of booth space by the EFFEST Festival at such location as the EFFEST Festival may determine. The EFFEST Festival reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths at any time prior to the beginning of the Festival.
- 8. **Application and Other Information** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the EFFEST Festival in connection with this Agreement, are complete and accurate. Except upon prior written consent of the EFFEST Festival, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the City.
- 9. **Reservation and Processing Fee** Upon execution of this Agreement, Vendor shall pay to the EFFEST Festival the appropriate cleanup deposit fee of \$250.00
- 10. **License** The right given by the EFFEST Festival to the Vendor to operate the food booth is a license and shall not create any rights in the Vendor as a tenant.
- 11. **Delegation and Assignment** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The EFFEST Festival may delegate and assign its duties and rights to such committees for representations as the EFFEST Festival shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the EFFEST Festival of its liability for nonperformance of its duties.
- 12. **Relationship of Vendor and the EFFEST Festival** The relationship of Vendor and the EFFEST Festival under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the EFFEST Festival to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the EFFEST Festival.
- 13. **Force Majeure** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for vendor fees paid will be issued ONLY if the event is canceled by the EFFEST Festival.
- 14. **Limitation on Liability** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
- 15. **Default** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
- 16. **Joint Vendors** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
- 17. **Waiver of Liability** The sponsoring organization or business shall indemnify and hold Everybody's Favorite Entertainment and the city, harmless from all claims which may be brought by its workers against the EFFEST Festival and city, arising out of the vendor's activities in this event.

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement" and the attached "Food Vendor's Application Form." IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: \_\_\_\_\_ For \_\_\_\_\_ (Business name)  
By \_\_\_\_\_ (Individual's signature)  
Its \_\_\_\_\_ (Individual's title)

Date: \_\_\_\_\_ By \_\_\_\_\_ (City representative's signature)

**PLEASE KEEP A COPY FOR YOURSELF, AND RETURN THIS ORIGINAL APPLICATION & AGREEMENT VIA SCAN AND EMAIL TO: INFO@EVERYBODYSFAVORITEFESTIVAL.COM FOLLOWED BY PAYMENT VIA PALPAL**