

Festival 2024

FOOD VENDOR AGREEMENT & REGULATIONS

THIS IS AN AGREEMENT between Festival of the Arts in Grand Rapids (Festival), a Michigan non-profit corporation, and

(Organization sponsoring the Food Booth or Food Truck, which will be referred to in this Agreement as “Food Vendor”)

Formations and Nature of Agreement

This Agreement shall become a contract between the Food Vendor and Festival upon submission of the Festival Food Vendor application and the attestation therein. By submitting your Festival 2024 application, the authorized representatives of both parties are consenting to uphold the provisions and regulations of this agreement. Upon formation of the contract, and subject to the terms and conditions of this Agreement, Festival agrees to allow the Food Vendor to operate a Food Booth or Food Truck at Festival 2024, a community arts festival conducted annually under the auspices of Festival of the Arts in Grand Rapids, and the Food Vendor agrees to operate the booth / truck and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Food Vendor under this Agreement shall create any rights for the Food Vendor to operate a Food Vendor at subsequent festivals.

Application of Receipts

The receipts of the Food Vendors for all sales made at festival Food Vendors shall be distributed as follows:

1. **14% of those receipts shall be paid by the Food Vendor to Festival immediately following completion of the festival.** Festival covenants that all funds it receives under this subsection shall be held and distributed in accordance with its charitable purposes under restrictions imposed by the United States Internal Revenue Code and the laws of the State of Michigan.
2. That portion of receipts remaining, after the payments distributed under the preceding subsection, shall be used by the Food Vendor to pay for its cost for food, beverage, and other products approved for sale at the booth, with the balance then remaining to be used as appropriate for the Food Vendor sponsoring organization. No part of the net earnings of the Food Vendor from Food Vendor sales shall be utilized for the carrying on of propaganda or for influencing legislation; nor for use in any political campaign on behalf of any candidate for public office, except as otherwise permitted for tax-exempt organizations under Section 501 of the United States Internal Revenue Code.

Use of Booth / Truck

The booth or truck shall be used exclusively for the sale of food and beverage products on the menu, as described in the *Food Vendor Application*.

Without limitation of the foregoing, the Food Vendor shall not use the booth / truck for solicitation of funds or for promotion of any other purposes apart from the sale of approved menu items.

Accounting for Funds

The Food Vendor shall account to Festival for all receipts received at the booth / truck for sale of approved products. The Food Vendor agrees to sell approved products according to the terms and conditions set forth by Festival. The Food Vendor hereby certifies that all financial accountings, which it shall give to Festival, shall be complete and accurate. The finance accounting method, which will be used by Festival, will be reviewed at the first mandatory Food Vendor meeting. It is recommended that the Food Vendor use a cash register to maintain sales counts throughout the weekend of Festival 2024.

Compliance with Laws

The Food Vendor represents and covenants that it is now, 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 the Food Vendor under this Agreement. Without limitations of the foregoing, the Food Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for the sale of food and beverages at the Food Vendor.

Relationship of Food Vendor and Festival Committee

The relationship of the Food Vendor and Festival under this Agreement shall be that of independent contractors. The Food Vendor shall not have the authority to bind Festival to any contract or agreement, nor shall the Food Vendor represent to any person that it is the agent or representative of Festival.

Force Majeure

Neither party shall be liable to the other for any delay or 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.

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 or revenue, for any breach of this Agreement.

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.

Insurances and Indemnification

Each sponsoring organization must maintain, at their expense, general liability insurance, which covers all activities of the Food Vendor, both in and about the booth / truck, during the time of Festival. This insurance must cover food preparation and sale, personal injury, and property damage, with limits of not less than \$100,000 for each occurrence of death or personal injury, \$50,000 for each occurrence of damage to property, and with aggregate coverage of not less than \$500,000 (\$1,000,000 recommended).

The Food Vendor shall indemnify and hold Festival harmless from all claims for damage to person or property in or about the Food Vendor and arising from operations of the Food Vendor. The Food Vendor shall obtain from each of its volunteers/workers a waiver of all claims against Festival for injury to person or property suffered by such volunteers or workers in or about the Food Vendor, in accordance with regulations and forms provided by Festival prior to Festival 2024.

Each sponsoring organization must submit proof of general liability insurance to the Festival Food Committee Chairperson at least 90 days prior to the beginning of Festival 2024. The policy shall list *Festival of the Arts in Grand Rapids* as an additional named insured. The policy shall not be able to be cancelled except upon ten days prior written notice to the Food Committee Chairperson.

Sanitation and Clean Up Assistance

At all times during Festival, the Food Vendor shall maintain the booth / truck and the area surrounding the booth/ truck 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. Festival shall provide trash receptacles for disposing of all refuse and debris arising from its food preparation and sale, with such disposal to be conducted in accordance with directions given by Festival. The Food Vendor shall not dispose its refuse in

receptacles provided by Festival for use by the general public. The Food Vendor shall provide adequate workers or volunteers for clean-up of the booth / truck area and the general festival grounds in accordance with regulations and directions provided by Festival.

Each Food Vendor will provide adult workers for general clean up duty on Friday, Saturday, and Sunday of Festival and two adult workers beginning at the close of festival on Sunday, according to the schedule provided to all Food Vendors at the May 2024 meeting. These workers will be used in work crews for general clean up throughout the festival perimeters.

Other Duties of Food Vendor

In addition to duties specified elsewhere in the Agreement, the Food Vendor shall perform the following duties or risk losing a Food Vendor placement for the following year:

1. **Deadlines.** The Food Vendor shall comply with all deadlines for organization and performance of the Food Vendor operation as from time to time established by Festival.
2. **Cooperation.** The Food Vendor shall cooperate with Festival in planning and conducting the festival and in evaluating the performance of the Food Vendor in accordance with regulations and procedures from time to time established by Festival.
3. **Number of Servings.** The Food Vendor shall have and maintain the capability to provide servings of basic approved menu items to not less than 3,000 people during festival. New booths / trucks often do not serve 3,000. You should therefore make your plans accordingly so that you have the flexibility you might need. But you **must** have enough servings to operate the entire three days of festival.
4. **Compliance with Regulations and Directions.** The Food Vendor agrees to comply with all regulations promulgated by Festival. Festival reserves the right to modify such regulations or to promulgate new regulations upon notice to the Food Vendor, and the Food Vendor shall be bound to all such regulations, provided that such regulations are made generally applicable to all other Food Vendor operators similarly situated.
5. **Security.** The Food Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.

Electrical Equipment and Supplies

Festival shall provide tents or other suitable enclosures if the Food Vendor is operating a food booth. Festival shall also provide 15 amps of 110-120 volt electrical service and access to water service in accordance with directions and regulations provided by Festival for food booth operations. The Food Vendor shall provide all necessary charcoal, propane, and other fuel, other than electrical power, utilized in the preparation of food at the Food Vendor, together with any necessary refrigeration or coolers. The Food Vendor shall also be responsible for all tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment and supplies necessary for operating the Food Vendor.

Assignment of Booth Space

The Food Vendor consents to the assignment of booth / truck space to the Food Vendor by Festival at such locations as Festival may determine. Festival reserves the right, for a proper purpose, to reassign booth / truck locations to the operators of Food Vendors, including the Food Vendor, at any time prior to the beginning of festival.

Applications and Other Information

The Food Vendor hereby certifies that the *Food Vendor Application* and all other documentation and information provided by the Food Vendor to Festival in connection with this Agreement, is complete and accurate. Except upon prior written consent of Festival, the contents of the booth /

truck by the Food Vendor shall be in accordance with information and disclosures provided by the Food Vendor on its application and other documents submitted to Festival.

Reservation Fee

Upon execution of this Agreement by both parties, the Food Vendor's submitted reservation and processing fee of fifty dollars (\$50.00) becomes non-refundable.

License

The right given by Festival to the Food Vendor to operate the Food Vendor is a license and shall not create any rights in the Food Vendor as a tenant.

Delegation and Assignments

The Food Vendor may not assign any of its rights under this Agreement to any person. The Food Vendor may perform its obligations through delegation to volunteers or members affiliated with the Food Vendor, but such delegation shall not relieve Food Vendor of its liability for nonperformance of its duties. Festival may delegate and assign its duties and rights to such committees or representatives as Festival shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Food Vendor. Such delegation shall not relieve Festival of its liability for nonperformance of its duties.

Access to Booth and Records

Festival and its agents and representatives shall have access to any Food Vendor records maintained by the Food Vendor in connection with the Food Vendor's sales under this Agreement. The Food Vendor shall cooperate with Festival's requests for access to sales and/or related records and shall provide Festival with such access within a reasonable timeframe, but not later than 3 business days after a request for access is received.

Objectives

The objectives of the Festival Food Committee are to be fair with all Food Vendors and to maintain proper safety, sanitation, organization, and service to the public. You will receive a schedule of mandatory meetings at which the Food Vendor Committee will provide instructions and interpret regulations. Because it is impossible to anticipate all contingencies that might occur, these regulations may need to be amended, supplemented, or otherwise altered. The Food Committee will make every reasonable attempt to announce regulations and changes in a timely manner.

Your cooperation in complying with all directions and instructions issued by Festival, and its authorized committees and representatives, is needed. Cooperation among all festival participants will allow everyone to continue the service to the public with the same success and spirit that have marked past Festivals.

NOTES FOR FOOD BOOTHS:

- A MINIMUM of 100 to 150 volunteers is needed to operate as Festival Food Booth.
- Your product, its preparation, storage, and servings will need to pass the codes of the Kent County Health Department. Be prepared to answer their questions.
- New applicants: Festival looks for authentic food from a culturally diverse background and unique products.

Requirements for Food Vendor Applicants

1. **The organization must be headquartered in Kent County or one of its seven contiguous counties, and it must provide a verifiable phone number and address for Food Vendor contacts.**

2. Electrical requirements for food booth applicants may not exceed 15 amps at 110 volts. Microwave ovens are prohibited.
3. The Food Vendor must provide service throughout the three days of Festival.

ALL Food Vendors will adhere to the following hours of operation:

Friday, June 7, 2024

Open – 12:00 p.m.

(After being checked by the Health and/or Fire Departments)

Close - 10:00 p.m.

Saturday, June 8, 2024

Open - 10:00 a.m.

Close – 10:00 p.m.

Sunday, June 9, 2024

Open – 10:00 a.m.

Close – Approximately 6:00 p.m. *(only after a Festival Food Committee Member gives the “ok” to close)*

Open = Food Vendor will be ready to sell all product

Close = Food Vendor will stop selling all product, regardless of how much is left

The limited period allowed for Festival requires that every effort be made to have Festival fully functioning for all three days.

- A. The people attending festival are entitled to full benefit of the menu variety, cultural diversity, and maximum service, which is best provided by uniform three-day participation by Food Vendor operators.
- B. Administratively, Festival has determined it impractical to create staggered schedules for Food Vendor operations and clean up assistance.
- C. Festival is concerned that a vacant booth / truck on any day of Festival could create security and vandalism problems.

Because of these considerations, Festival requires a commitment that any applicant will be open for all three days of festival. However, Festival does not wish to discriminate against any organization or prevent its participation because of religious doctrine. **To accommodate organizations that may not be able to participate for one or more days, Festival will accept joint applications from multiple organizations for a single Food Vendor.** While the basis for adopting the policy allowing joint applications is one of accommodation to religious groups, the option of submitting a joint application is available to all groups.

If two organizations will be operating a Food Vendor under this Agreement, the term "Food Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Food Vendors shall be the joint and several obligations, representations, and warranties of both such organizations. In the case of joint applications, each applicant must complete a Food Vendor Application and all other supporting documents.

Scheduling of volunteers or staff for Food Vendor operations, set up, clean up, and other duties for the booth shall be the joint responsibility of both applicants.

Prior to the application deadline, those groups that wish to operate as a Food Vendor for only a portion of the festival period must contact the Festival Food Committee (food@festivalgr.org).

Selection Evaluation Criteria

Selection of Food Vendors will be based on the following criteria:

1. In accordance with Festival policy, member organizations of the Arts Council of Greater Grand Rapids will receive priority consideration when applying for a Festival Food Vendor.
2. Applicants will be evaluated on demonstrated leadership and organizational ability based upon other successful activities, including prior festival participation.
3. Festival strives for menu diversity, food quality, and support of the “core values” of Festival.
4. Festival seeks participation of a broad variety of community organizations.
5. Festival seeks to have Food Vendor decorations and costumes that reflect the culture and/or heritage of the sponsoring organization and/or the food being served.
6. The application will be evaluated for completeness.
7. You must show your organization’s ability to provide sufficient volunteers or staff to operate as a Food Vendor for the entire festival weekend.
8. Applicants who have participated in a previous festival will be evaluated on their performance and compliance with policies and procedures during those years in which they participated.
9. Food preparation method may be a selection criterion, since only a limited number of Food Vendors using charcoal or gas grills may be permitted.

Food Booth Specifications

You will be assigned a 20 x 30 foot space for your booth. (Requests for larger grill areas will be handled on an exception basis.) The food booth tent, supplied by Festival, is 12 x 12 feet and **MUST** be placed within your assigned space. Assembly, disassembly, care, and maintenance of the tent and supplies is the responsibility of the Food Vendor. Tent assembly will be demonstrated, including instructions given for load in, set up and strike, and load out, at a meeting to be scheduled during May 2024.

The Food Vendor shall assemble and disassemble the food booth in accordance with directions and scheduling provided by Festival. At the conclusion of festival, the booth components shall be returned to Festival in their original condition, with normal wear and tear and damage from the elements accepted. In the case of inclement weather when the booth components (e.g. tent canvasses) are wet at the conclusion of festival, the Food Vendor agrees to take home said components for complete drying out, and the Food Vendor will return them at the specified time and location as determined by the Festival Food Committee.

All Food Vendors are required to provide some form of line control for their patrons, such as stanchions with rope guides. Food Vendors will not be allowed to open unless line control is provided.

Signage Specifications

The Festival Graphics Committee may construct the identification banner and the first menu board for each new Food Vendor, who operates a food booth, at no cost to the Food Vendor **as long as indicated as such on the *Food Vendor Application***. Food Vendors will be responsible for storing, maintaining, and reusing their identification banner and menu board from previous years. Additional or replacement banners or menu boards are available for purchase from the Festival Graphics Committee at its cost. You may have up to three (3) additional menu boards and banners, but they must be replicas of the menu board provided and created by the Festival Graphics Committee.

The Food Vendor shall be responsible for assembling and/or displaying the sign in accordance with a format and design required under any applicable Festival regulations. The Food Vendor may also place signs on or about the booth / truck, indicating the products offered at the booth / truck and the prices for such products, provided such sign is in accordance with a format and design required under any applicable Festival regulations. No signs, trademarks, or other promotional products may be offered at festival or in or about the Food Vendor area for any commercial product.

Food Vendor design and construction must be approved by Festival prior to the event and must comply with current restrictions regarding height, lighting, and construction type.

If you do not indicate that the Festival Graphics Committee will be creating your identification banner and menu board on your *Food Vendor Application*, no signage will be provided by the Festival Graphics Committee. In this circumstance, the Food Vendor is required to procure and display signage, at their expense, which must include an identification banner and menu board with prices. Signage must be displayed within the bounds of your Food Vendor space and be visible throughout the duration of the event.

Waiver of Insurance

Each person setting up or disassembling a food booth / truck, preparing food prior to or during Festival, or working at a food booth / truck must sign a *Waiver of Liability*, which will be distributed at the first Food Vendor meeting. You must obtain the signatures of all such workers and deliver the Waiver on the due date, according to instructions. The sponsoring organization shall indemnify and hold **Festival** (and the **City of Grand Rapids** as third party beneficiary) harmless from all claims which may be brought by its workers against **Festival** or the **City of Grand Rapids**, for which execution of the Waiver would have been a defense against liability.

IN Witness WHEREOF, the parties have executed this Agreement.

Name of Organization:

(Food Vendor)

Date: _____

By: _____
Signature

Its: _____
Title

AND

Date: _____

By: _____
Signature

Its: _____
Title

Festival of the Arts in Grand Rapids (Festival)

Date: _____

By: _____
Signature

Its: _____
Title