

2019 FOOD VENDOR AGREEMENT

VENDOR FEES

\$50 – Standard Registration Fee (Required). This fee includes access to:

- One 10' x 10' tent
- One 8' table
- One 110 volts/ 15 amp single plug outlet
- **\$100** Additional 10' x 10' tent & 2 tables
- **\$150** Café space (10' x 20' space, no tents/tables)
 - In addition to the standard 10' x 10' tent space

\$100 – Additional power (110v/15 amp plug in)

Please limit additional space request to one: either additional tent or café space, not both. Vendors are restricted to selling out of the standard tent space only. Additional tents or café space cannot be used to sell. Due to space limitations, only a limited number of café areas will be available.

FOOD TRUCK FEES

\$50 Fee - Saturday, September 21, 2019 (2 pm – 9 pm)

Each Food Truck is required to provide their electricity.

Please note that food trucks are not allowed to leave the event site prior to the end of their shift, even if they sell out early. Vendors are allowed to take breaks during the festival to restock their truck; however, they must have signage to say that they are closed.

SELECTION GUIDELINES AND MENU INFORMATION

Applications will first be evaluated based on uniqueness, quality and price of menu items. Additional focus is placed upon full-service restaurants located within the City of Rockford and Winnebago County.

Space Reservation

Vendor spaces will be reserved upon the RDA's approval and after a payment has been made to reserve your spot. Space locations are assigned at the sole discretion of the RDA.

Full-Service Restaurants are defined as brick and mortar businesses whose primary business is providing meals for immediate consumption primarily on premises. **Full-service restaurants may sell up to 2 menu items at 8 tickets and all remaining food items must be sold at 6 or less tickets, with 1 item having to be as little as 2 tickets.**

Specialty Restaurants are defined as brick and mortar businesses whose primary business provides snacks, desserts, specialty drinks, etc. Patrons do not typically visit a specialty restaurant to consume a meal, but rather to accompany a meal or serve as a snack. **Specialty restaurants may sell up to 2 menu items at 8 tickets and all remaining food items must be sold at 6 or less tickets, with 1 item having to be as little as 2 tickets.**

<u>Menu Guidelines</u>

- Only **3** restaurants will be allowed to serve the same menu food items.
- A maximum of **6** menu items including drinks are allowed per vendor.
- Vendors may not combine individual menu items into 'combo plates' and charge more than the **8** tickets (full service restaurants) or **6** tickets (specialty restaurant) limit.
- Food vendors may only sell approved menu items.
- Products and prices may not change before or during the event.
- Beverages sold must be produced at the restaurant, such as homemade iced tea, coffee, milk shakes or similar beverages. No water, soda, beer, wine, or other alcoholic drinks may be sold by the food vendor. All beverages must be priced at **4 tickets** or less.
- Food items may only be listed once. Variation in the preparation of a menu item constitutes a separate menu item. Condiments and sauces added by the customer are not considered a variation in preparation.

- Cake (Traditional or Gluten-free) two items
- Flavors of gelato, smoothies, ice cream, cupcakes, etc. each flavor is a separate item
- Item descriptions must be specific. General listings will not be accepted.
 - Bleu cheese slider, chicken slider, pulled pork slider, etc., not slider(s)
 - Chocolate chip cookie, peanut butter cookie, etc., not gourmet cookie(s)
 - Red velvet cupcake, chocolate cupcake, etc., not cupcake(s)
 - Strawberry smoothie, peach smoothie, etc., not smoothie or fruit smoothie(s)
 - Cheese pizza, pepperoni pizza, etc., not pizza
- The intent of Fall for Rockford is to provide patrons a "taste of Rockford." In creating their menus, vendors are encouraged to limit portion sizes accordingly.

FOOD VENDOR RULES AND REGULATIONS

<u>Vendor Hours</u>

Food vendors must be open and staffed for service the full duration of Fall for Rockford. There are no exceptions to this rule. Festival hours are as follows:

Saturday, September 21, 2019 from 2 pm to 9 pm

<u>Rain Date</u>

There is no rain date for Fall for Rockford, and there are no refunds due to inclement weather.

Vendor Vehicles/ Loading

Vehicles will not be permitted to load or unload during Festival open hours. Unloading will begin at 11 pm on the day of the Festival. Loading/closing will begin at 9 pm that evening. Exact areas for unloading/loading and parking will be disclosed closer to the event day. All unloading/loading vehicles must be removed off the premises 30 minutes prior to the event due to the safety of our guests.

<u>Tickets</u>

All food and beverages will be sold by tickets. Tickets will be sold at the festival ticket booths. Price per ticket is **\$1** each and sold in **sheets of ten (10) tickets for \$10**. No single tickets will be sold. Please note: No cash transactions will be allowed. Violators will be asked to leave the festival, with no refund of fees (entry, space, power, and violator's share of ticket sales). **Food vendors will receive 80% of ticket sales, with 20% of the ticket sales going to the event.**

<u>Spaces</u>

Fall for Rockford reserves the right to assign or reassign any or all booth locations. No guarantee of a specific booth or space is given or implied by Fall for Rockford.

Food vendors may not share, assign, sublet, donate or trade any portion of their assigned space at the festival. The standard fee includes setup and breakdown of tent, tables, access

to electric power source, trash can and trash pick-up. **Please note that Fall for Rockford does not provide extension cords, power strips, lighting, etc.**

Food vendors are responsible for providing their own tables, chairs, decorations, set-up and clean-up, etc. for their café area.

Vendors having more than the standard tent are restricted to selling food items out of one space or tent only. The additional space or tent may be used for cooking and preparation, or as a café space, but not selling.

Vendors, their staff, and all equipment <u>must stay within their allotted space</u>. Vendors may not walk into common/pedestrian areas of the festival site to sell food, distribute menus/flyers/coupons/etc. or escort a mascot. Vendors are <u>prohibited</u> from using any form of <u>amplified</u> sound in their tent area or café space.

Inspection

All food vendors will be subject to daily "inspection" by event staff. Issues that are noted will require immediate corrective action. A restaurant representative will be asked to sign the inspection sheet along with the administering event staff member.

Beverage Policy

Food vendors and their staff are prohibited from consuming or selling alcoholic beverages during the festival. With the participation of water and soft drink sponsors, you will not be allowed to sell sodas, water, sport drinks, fruit juices, canned and bottled beverages or other "brand name/commercial" beverages.

Paper Products

Food vendors must supply their own plates, bowls, cups (clear plastic preferred for cold drinks, and insulated hot drink cups, with a lid for hot beverages), napkins, and utensils required for serving food to customers. Paper products may not contain any logo other than the food vendor's logo; supplier/sponsor logos are not allowed on paper products. Styrofoam products are not allowed. Fall for Rockford has adopted a "green" policy for the event. We encourage all vendors to utilize biodegradable products where possible.

Fire, Safety & Health Regulations

Vendors agree 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, safety, health, business permitting, and all regulations set forth herein. All exhibit equipment and materials will be reasonably located within the booth and protected by safety devices where necessary. Vendors shall take all necessary precautions.

<u>Insurance</u>

Vendors must supply Fall for Rockford with a certificate of general liability insurance listing 'Fall for Rockford' and the 'City of Rockford' as an additional insured for the date of

the event, September 21, 2019. Any vendor not supplying this document will be excluded from the event. <u>Coverage must be at least \$1,000,000 general aggregate and \$500,000 each occurrence.</u>

Indemnification

Vendor agrees that the RDA will not be liable for loss or damage to Vendor's property from theft, accident, or any other cause. Vendor agrees to indemnify, protect, defend, and hold harmless the RDA, and its officers, directors, and organizers, owners, and agents, representatives, successors, 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 Vendor's use, occupancy, and control of the facility and grounds; resulting from the negligence of Vendor, its employees, agents, guests, customers, invitees or licensees; and/or resulting from Vendor's failure to perform any obligation under this Agreement.

No Guarantee of Results

The RDA does not warrant or guarantee any particular results from exhibiting at the event nor does it guarantee any particular number of attendees on event day.

Cancellations

Any vendor wishing to withdraw from the event must notify the River District Association office by email (<u>info@riverdistrict.com</u>) by Friday, September 9, 2019 that the vendor is unable to participate in the event. The vendor will be reimbursed 75% of the standard entry fee only. Cancellations received after September 9, 2019 will not be entitled to a refund of any paid fees.

Questions

Please contact Lauren Jones at 217-358-1345 or specialevents@riverdistrict.com.

Make checks payable to: River District Association

Mail application, menu and liability waiver by August 30, 2019 to:

Fall for Rockford c/o River District Association 102 N. Main Street Rockford, IL 61101

[Signature page follows]

By completing this Agreement we agree to exhibit our products/services at the 2019 Fall for Rockford event and to abide by the terms stated in this Agreement.

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

[Application Form follows]

Application Form Return to RDA

Vendor's Event Co	ontact Name:			
Contact Email:				
Address:				
City:	State:	Zip Code:		
Telephone:				
Proposed Menu f	or event:			
Use additional pa	ages if needed.			
Quantity	Item/Size		Fee	
	10' x 10' Space		\$50 per Space	
	10' x 20' Café Space		\$150	
	Additional Power (110v/15amp plug in)		\$100	
	Food Truck Space		\$50	

Checklist to Provide to RDA:

- Completed & Signed Agreement
- Payment in Full
- Dept. of Health Requirements and all Local Permit/Business Requirements
- Proof of Applicable Insurance
- Menu with Pricing