** Tooele Arts Festival**

**Food Booth Contract**

The undersigned food vendor (VENDOR) agrees with the Tooele Arts Festival (FESTIVAL), a non-profit organization, that the VENDOR, named below, will participate in the 2016 Tooele Arts Festival as a food vendor in accordance with the following rules, terms, and conditions.

1. Name of VENDOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of food or ethnic type selected: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In the past, the FESTIVAL has attempted to limit one booth per food/ethnic type. In 2016, FESTIVAL will attempt to allow VENDOR exclusivity for three main items. VENDOR will identify its top three items here:
   1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. The FESTIVAL retains the right to administer the selection process. **THE VENDOR WILL PRESENT ONLY THE FOOD/ETHNIC TYPE REPRESENTED IN THE AGREEMENT.**

The VENDOR will provide a copy of the menu items with the three MAIN menu items (noted above) clearly identified on the menu. (Please note: a drink could be considered a main menu item.) *The FESTIVAL will have authority to determine and approval final menu items for VENDOR. In other words, FESTIVAL will prohibit certain items from being sold during the event if those items have been promised exclusivity to another vendor*. Menu must be submitted with this application.

1. A photo (physical or digital) of VENDOR’s booth must also be submitted with the application. All applications/menus/photos received by March 15 will be reviewed on or before March 20. VENDOR will be notified of acceptance to festival and of approved menu by April 1, 2016. Changes to menu after VENDOR has been accepted to event MUST be approved by committee chair before May 15. No menu changes will be allowed after May 15, 2016.
2. VENDOR booth set up will take place on Thursday, June 16, from 8am-6pm. In order to make the set up process as quickly as possible, the FESTIVAL will identify an approximate time and sequence for food vendors to arrive.

1. The VENDOR’s booth shall be open
   1. 10AM until 8PM (or later if traffic warrants) on Friday, June 17, 2016
   2. 10AM until 8PM (or later if traffic warrants) on Saturday, June 18, 2016
   3. 10AM until 4PM (or until the last performing artist has completed on Sunday, June 19, 2016
   4. Exceptions must be approved by committee chair. Failure to adhere to these guidelines may prevent acceptance to future festivals.
2. The VENDOR shall meet all state, county, and city health and safety requirements. The VENDOR shall keep the booth area clean and MUST remove all garbage, grease, and gray water to a designated dump area. The VENDOR will be subject to health inspections from FESTIVAL staff and Board of Health. Failure to pass inspection during the festival will result in the immediate closure of booth and may prevent acceptance to future festivals. (Garbage, grease, and gray water MUST NOT be disposed of in portable restrooms! Doing so will prevent acceptance to future festivals.) A copy of the food safety certification MUST be presented to committee chair at festival check in and MUST be housed at the VENDOR booth throughout the festival.
3. The VENDOR shall obtain any and all state, county, or city permits required to conduct business. VENDOR understands the requirement from Tooele County to obtain a temporary special event permit. The forms are available at <http://tooelehealth.org/wp-content/uploads/Application-for-Temporary-Event-Food-Booth-Permit-Updated-May-2014.pdf> . The form needs to be returned to the County Health Department before June 1, 2016. Please call 435-277-2440 with any questions. A copy of this permit must be presented to committee chair at festival check in and must be housed at the VENDOR booth throughout the festival.
4. Acceptance/Denial will be provided by FESTIVAL by April 1, 2016, if application was submitted by March 15, 2016. If application and supporting documents are submitted after March 15, 2016, acceptance/denial letters will be mailed on an as-needed basis.
5. The VENDOR shall pay the FESTIVAL $500 as rental fee to secure the booth space. The VENDOR shall pay at least $200 no later than April 15, 2016 for any VENDOR notified of acceptance on/before April 1. The balance shall be due on or before May 15, 2016. Failure to comply with payment deadlines will allow the FESTIVAL to release the booth space to another vendor (if deemed in the best interest of the FESTIVAL), and the initial deposit will be forfeited to the FESTIVAL for non-performance. Booth fees will not be prorated for late arrivals or early departures. Failure to comply with the agreement may disqualify the VENDOR from future events.
6. The VENDOR must provide materials to set up booth and all supplies to operate and maintain concession. Electric power (1 ea, 15 amp circuit per vendor) will be brought to the food court area. However, the VENDOR must provide own extension cords. Extension cords must be at least 12 gauge wires with ground and have a total length of 100 feet. VENDORS must provide lighting if it is desired.
   1. **Power resources are limited. VENDOR will have (1) 110 volt outlet available. No generators will be allowed.**

COMPLETE ALL SECTIONS BELOW:

**Booth description – REQUIRED information (trailer, awning, signage, etc.):**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**TOTAL BOOTH FOOTPRINT (dimensions) WHEN FULLY SET UP:**

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**Booth size – REQUIRED information (booth dimension):**

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**Trailer tongue, steps, swinging doors, etc. dimensions – REQUIRED information:**

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**Booth awnings, canopies, decorative, etc. dimensions – REQUIRED information:**

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**Booth water hook-ups – REQUIRED information:**

**Direct water hook-up NECESSARY: YES / NO**

**Water source nearby (but not necessarily a direct hook-up): YES / NO**

**Bagged ice will be available for purchase from the FESTIVAL. Will you be purchasing ice from FESTIVAL? (circle one) YES / NO**

1. The VENDOR agrees to hold the FESTIVAL harmless from any and all liability, claim, damage, injury, etc. arising during the festival.
2. This agreement represents the entire agreement between VENDOR and FESTIVAL.
3. This contract must be filled out in its entirety in order to be considered.

In witness whereof, the parties have executed this agreement on \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2016.

FESTIVAL – Tooele Arts Festival VENDOR

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By (vendor signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax payer ID# or SS #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Return signed contract to:

Tooele Arts Festival

Attn: Food Vendor Director

PO Box 826, Tooele UT, 84074

e-mail: [tooeleartsfestival@gmail.com](mailto:tooeleartsfestival@gmail.com)