

**Tooele Arts Festival**

**Food Booth Contract**

**June 9-11, 2023**

The undersigned food vendor (VENDOR) agrees with the Tooele Arts Festival (FESTIVAL), a non-profit organization, which the VENDOR, named below, will participate in the 2023 Tooele Arts Festival as a food vendor in accordance with the following rules, terms, and conditions Contract must be filled out completely and submitted with menu, for consideration into the festival.

Name of

VENDOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensed Business name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vendor phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The FESTIVAL will consider multiple vendors with similar types of food. The FESTIVAL retains the right to administer the selection process. **THE VENDOR WILL PRESENT ONLY THE FOOD TYPE REPRESENTED IN THE AGREEMENT.** The VENDOR will provide a copy of the menu items with this agreement; a menu must be submitted with application. The FESTIVAL will have authority to determine and approve final menu items for VENDOR. The VENDOR will be notified of acceptance to festival and of approved menu as received and approved by committee, by May 1, 2023. Changes to menu after VENDOR has been accepted to event MUST be approved by Food Director before May 15, 2023. No menu changes will be allowed after June 1, 2023.

3. The VENDOR’s booth shall be open during the festival hours as listed below.

|  |  |  |
| --- | --- | --- |
| DATE | FESTIVAL HOURS | VENDOR HOURS |
| Thursday, June 8  OR  Friday, June 9 | Booth Set Up | 3pm-10pm  OR  7am-10am  NO VEHICLES on park grounds after 10am |
| Friday, June 9 | 10am-10pm | 12pm\*-8pm\*\* |
| Saturday, June 10 | 10am-10pm | 12pm\*-8pm\*\* |
| Sunday, June 11 | 10am-5pm | 10am\*-4pm\*\* |

\*Vendors can open and sell as early as desired; however, vendors MUST be open by time indicated.   
\*\*Vendors may stay open later if traffic warrants. Exceptions must be approved by committee chair. Failure to adhere to these guidelines may prevent acceptance to future festivals.

4. 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 Tooele County 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. Disposal barrels (located behind the west pavilion) for grease and gray water **must be used** for disposal. (Garbage, grease, and gray water MUST NOT be disposed of in portable restrooms.) 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.

5. The VENDOR shall obtain 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/food-booths/>. The form needs to be returned to the County Health Department no later than May 15, 2023. Or applications can be emailed to [eh@tooelehealth.org](mailto:eh@tooelehealth.org), or faxed in to (435) 277-2444 and then call to pay by phone (435) 277-2440 or mailed in with a check. 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.

6. The VENDOR shall pay the FESTIVAL $500 as rental fee to secure the booth space. The VENDOR shall pay at least $200 upon acceptance but no later than May 1, 2023. The balance shall be due on or before May 31, 2023. 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.

7. 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 vendor 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. Please indicate all power requirements below.

a. **Power resources are limited.** VENDOR may be denied acceptance to event based on limited power resources.

COMPLETE ALL SECTIONS BELOW:

**Booth description: (Trailer, awning, signage, etc.) INCLUDE PHOTO OF FRONTAGE.**

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

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**Booth size (minimum dimension – please include trailer tongue and dimensions of awnings or canopies):**

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

**Booth electrical requirements. Please be exact. If VENDOR has options of electrical requirements, check one and please note any another requirement:**

Top of Form

 110-volt, 15 amp

 220-volt, 30 amp

Bottom of Form

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

**WATER RESOURCE**

**Booth water requirements:**

**Water hook-up NECESSARY: YES / NO**

**Water source nearby: YES / NO**

Bagged ice might be available for purchase from the FESTIVAL.

**If available, will you be purchasing ice from FESTIVAL?** **YES / NO**

The VENDOR agrees by signing below to accept the following hold harmless clause: I have reviewed and agree to all terms for participating in the Tooele Arts Festival in Tooele, Utah. By registering for and participating in events, I assume full risk and responsibility for any loss or damage incurred during this event and I release and hold harmless the FESTIVAL harmless from any and all liability, claim, damage, injury, etc. arising during the festival. I understand that I am solely responsible for all State, City, County or other applicable permits, licenses and/or certificates associated with my participation in this event.

8. This agreement represents the entire agreement between VENDOR and FESTIVAL.

In witness whereof, the parties have executed this agreement on \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2023.

**Tooele Arts Festival - VENDOR applicant**

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

Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax payer ID# or SS # (required): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**FESTIVAL - Food & Beverage Director, Bonnie Neal**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Return signed contract and deposit to

Attn: Food & Beverage Director – Bonnie Neal

[tooeleartsfestivalfood@gmail.com](mailto:tooeleartsfestivalfood@gmail.com)

PO Box 826, Tooele UT, 84074