

Septemberfest 2018

Restaurant Application - 2018

Simsbury Meadows Performing Arts Center, 22 Iron Horse Boulevard, Simsbury, CT
 Friday, September 7 - 5pm to 10pm Saturday, September 8 - 11am to 10pm Sunday, September 9 - 11am to 5pm

BUSINESS NAME: _____ **CONTACT:** _____

ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

WEBSITE:: _____ **PHONE:** _____ **FAX:** _____

E-MAIL ADDRESS: _____ **CT Tax Registration #:** _____

RESTAURANT BOOTH INFORMATION

- Yes, please reserve one 10' x 20' Restaurant Booth for me: Cost \$1,200
- Yes, please reserve one 10' x 10' Restaurant Booth for me: Cost \$600

Price includes: Interior lighting, 2- 8' tables, 2 - folding chairs, 1 - refrigerator, 1 – 20 amp outlet (see “Electrical Service Description ” below)

MENU SELECTION

→ See “FVHD Septemberfest 2018 Food Vendor Guidelines”

A minimum of two (2) and a maximum of three (3) food items will be accepted from each Septemberfest vendor to be priced from one dollar (\$1.00) **not to exceed ten dollars (\$10.00)** per item. To ensure fairness to all vendors, those choosing to sell non-alcoholic beverages are required to price these items no lower than \$2.00. Items may not be changed once approved without permission of Septemberfest.

** Please Note: Each restaurant will be responsible for the collection of their own monies during the event.

<u>DESCRIPTION OF FOOD ITEM</u> <small>(Print exactly as you want items listed for event brochure)</small>	<u>PRICE</u>	<u>DESCRIBE METHOD OF FOOD PREPARATION:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

*** ELECTRICAL SERVICE DESCRIPTION**

In addition to the refrigerator and at no additional cost, *Septemberfest* will provide each vendor booth with **one (1)-20 amp electrical outlet** for your use in the booth. **All electrical connections must be reviewed and approved by Septemberfest Site Staff daily.**

BOTTLED GAS/PROPANE

A maximum of 100 lbs is allowed on site per participant at one time. All vendors are responsible for ordering and acknowledging receipt of propane tanks on site. Each tank must have an approved manifold installed by a certified gas dealer. Please make arrangements with the dealer for an emergency number in case you have a problem during the event. All tanks must be secured per Simsbury Fire Marshall.

A signed copy of this document transmitted by email to the Simsbury Meadows Performing Arts Center is intended to serve as original binding contract.

NEED FURTHER INFORMATION? Contact: Missy DiNunno
 Ph: (860)651-4052 email: missy@simsburymeadowsmusic.com
 Simsbury Meadows Performing Arts Center

Item #1

In signing this Agreement, you (Food Service Vendor) acknowledge that you have received, read and agree to comply with the GENERAL RULES & REGULATIONS, RESTAURANT RULES & REGULATIONS, FARMINGTON VALLEY HEALTH DISTRICT GUIDELINES FOR SEPTEMBERFEST and INSURANCE REQUIREMENTS FOR ALL PARTICIPANTS.

CO-PARTICIPANT OF BOOTH AT SEPTEMBERFEST

No Booth may be shared with another (non-profit or for profit) company, vendor, entity or individual (Co-Participant) without specific approval from *Septemberfest*. The following information must be submitted in writing before August 1 for consideration by *Septemberfest*:

- Name of proposed Co-Participant including contact information, proposed activities and days and times Co-Participant will share your assigned Booth.
- A CERTIFICATE OF INSURANCE from Co-Participant, or from the Participant naming the Co-Participant on Participant's Insurance Policy, in the same limit coverage as required of the Participant.
- A signed INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (see below)

The decision of *Septemberfest* is final and *Septemberfest* reserves the right, at its sole discretion, to prohibit and / or limit the use, time, activity and participation of any Co-Participant on site during the event. The Co-Participant is prohibited from soliciting anywhere on the grounds of *Septemberfest* outside the booth without prior permission from *Septemberfest*. The Participant accepts full responsibility of monitoring "Co-Participant" staff and directing and enforcing the *Septemberfest* Rules & Regulations that apply including the staff of any approved Co-Participant.

Item #2

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, _____ (please print your name), certify that I am duly authorized to sign contracts on behalf of _____ (Insert Business Name) and as Food Service Vendor, covenants and agrees to indemnify and to hold harmless the Simsbury Meadows Performing Arts Center, its employees, servants, agents, and volunteers, *Septemberfest* and the Town of Simsbury for any claim (including all defense costs and attorneys' fees) for bodily injury or property damage to third parties, employees or volunteers of the Food Service Vendor and Co-Participant (if any) or any other person based on the acts or omissions of the Food Service Vendor and / or Co-Participant, its employees, servants, volunteers or agents.

The Food Service Vendor understands that this Agreement together with the Application constitute a binding contract and agrees to be bound by the same. Food Service Vendor agrees that violation of this Agreement can lead to expulsion of the Food Service Vendor and / or Co-Participant (if any) from the event, prohibition from participation in future festivals, by Food Service Vendor and Co-Participant, and/or liability for any and all damages suffered by *Septemberfest* and/or the Simsbury Meadows Performing Arts Center, including payment of costs of litigation (including reasonable attorneys fees).

Your Company Name (Food Service Vendor): _____

Name of Co/Participant (if known at this time): _____

Signed at _____, ____ (town / state), this ____ day of _____, 2018

By: _____

Signature

Title

Septemberfest 2018

FOOD SERVICE VENDOR RULES AND REGULATIONS

Submission of the following documents is required In order to participate in *Septemberfest*,

- ❑ **A completed “Food Vendor Application” along with deposit no later than August 17**
- ❑ **A completed Certificate(s) of Insurance on file at SMPAC 20 days prior to the event**
- ❑ **Temporary Food Permit Application on file with the Farmington Valley Health District at least two weeks in advance of Septemberfest.**

The participation fee will be fully refunded if your food operation is not selected; however, once your food operation is selected by *Septemberfest* for participation, this fee is non-refundable.

The following guidelines and restrictions, which are for the benefit of all participants, will be strictly enforced. They have been established to permit all participants to enjoy a pleasant and successful experience. *Septemberfest* staff and volunteers are available to assist you with the planning and operation of your booth. Our goal is to promote Farmington Valley food service establishments.

Operating Rules

1. Each food item proposed to be sold shall be priced at a multiple of one dollar (\$1.00) ***not to exceed ten dollars (\$10.00)*** per item. **Each restaurant will be responsible for the collection of their own monies during the event.**

2. Menus, portion sizes and prices shall be submitted on the FOOD VENDOR APPLICATION and are subject to the approval of *Septemberfest*. ***A minimum of two (2) and a maximum of three (3)*** proposed items will be accepted from each *Septemberfest* vendor.

3. Vendors may not change food items, prices or portion sizes at any time after *Septemberfest* has approved the items, without the consent of *Septemberfest*.

4. Food service vendors MAY NOT serve or sell any alcoholic beverages. Non-alcoholic beverages (including, but not limited to, soft drinks, juices, coffee, hot chocolate, iced tea, and mineral water) may be offered for sale, however to ensure fairness to all vendors, must be sold at a price no lower than \$2.00 .

5. Food service vendors shall comply with all applicable guidelines, rules and regulations of the Farmington Valley Health District, Simsbury Fire Marshall and Simsbury Building Department. The Farmington Valley Health District requires that an TEMPORARY FOOD SERVICE APPLICATION be returned to them at least two weeks before the event in order to participate.

6. All booth decorations (such as, bales of hay, corn stalks, etc) must be flame-retardant prior to the beginning of the festival to comply with regulations per the Simsbury Fire Marshall. Flame-retardant must be applied each day of the festival. Compliance of regulations is the sole responsibility of the participant. Participants may be asked to remove such decorations by the Fire Marshall if compliance cannot be verified.

7. In addition to the refrigerator, and at no additional cost, *Septemberfest* will provide each vendor booth with one (1)-20 amp electrical outlet for your use in the booth. All electrical connections must be reviewed and approved by *Septemberfest* site staff daily.

8. *Septemberfest* will provide either one 10' deep x 20' wide tented booth, or one 10' x 10' tented booth, with one refrigerator, two (2) 8' tables, and two folding chairs to each food service vendor. At the end of the event, the cost of any missing or damaged items provided to a food service vendor will be billed to the vendor by *Septemberfest*.

9. Food service vendors are required to list all food service equipment required to operate their food stand when application is completed, including gas grills and fryers.

10. FOOD SERVICE VENDORS are responsible for providing all of their own storage facilities, supplies, eating utensils, and, if desired, pallets.

11. Tents provided by *Septemberfest* must be cleaned of all soot and grease by the FOOD SERVICE VENDOR at the end of the event. Each Vendor must provide a rake in their booth and shall rake out the booth at the close of the festival each day prior to the time that the general festival grounds are cleaned. It is the Vendor's responsibility to remove all decorations, hay bales, corn stalks, etc at the end of the event. If a tent is not properly cleaned by a vendor, the cost of cleaning the tent will billed to the vendor.

12. Each food service vendor is required to display a vendor identification sign (ie logo/vendor name) and menu items/price sign. If a vendor would like *Septemberfest* to assist in creating required signage email notification should be sent to operations@simsburymeadowsmusic.com no later than August 17th. Additional fees may apply for signage orders. No sign provided by a food service vendor may impede traffic or cause damage to the tent or other equipment provided by *Septemberfest*.

13. A maximum of 100 lbs of bottled gas/propane is allowed on the site per participant. All vendors are responsible for ordering and acknowledging receipt of propane tanks on site. Each tank must have an approved manifold installed by a certified gas dealer. Please make arrangements with the dealer for an emergency number in case you have a problem during the event.

14. Food service vendors using grease in their operation or producing grease waste as a by-product of their food product operation will be responsible for providing their own grease barrel to dispose of grease. Any vendor found dumping grease into street drains or venue grounds will bear the full cost of cleaning such drains and/or grounds after the event.

15. Running water is located at the event site, but not in each food service booth. All waste water must be contained and removed from the site daily.

16. Each Vendor must have at least one fire extinguisher in its booth at all times. The minimum extinguisher required is a 10 lb ABC with current inspection tag.

17. Each food service vendor must be completely set up and ready for inspection by the Farmington Valley Health District, Simsbury Building Department and Simsbury Fire Marshall by 2:00PM on Friday, September 7th, the first day of the festival. Restaurants may begin setting up anytime after 2:00 PM on the previous day (Thursday, September 6th).

18. Only those food items which the vendor listed on its application, and which were approved by *Septemberfest*, may be sold at *Septemberfest*.

19. Generally, food preparation must take place at the restaurant's normal place of business.

20. All events at Simsbury Meadows Performing Arts Center are smoke free. Smoking is NOT PERMITTED in or around any food service vendor booth or on venue grounds at any time.

Revised 2018