



2019 FOOD VENDOR APPLICATION & AGREEMENT

Business Name _____ Contact Name _____
Business Address _____ City _____ State _____ Zip code _____
Business Phone _____ Business Email _____
Contact Cell Phone _____ Contact Email _____

EVENT INFORMATION

Name of Event _____
Event Date(s) _____ Doors Open _____ Start _____
End(approx.) _____ Expected Attendance _____

APPLICATION DUE DATE: _____

PROPOSED MENU *(limit 6 items)*

Menu items are subject to approval by SMPAC. Once menu and pricing have been approved, NO changes may be made. Vendors may offer non-alcoholic beverages for sale; however, these items must be priced at a minimum of \$2.00. **Vendors are NOT PERMITTED to sell alcohol.**

<u>Food Item</u>	<u>Price</u>	<u>Food Item</u>	<u>Price</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VENDOR REQUIREMENTS

The following are requirements of all those wishing to offer/sell food and beverage during an event at Simsbury Meadows Performing Arts Center (SMPAC). **Vendors ARE NOT PERMITTED to sell alcohol.**

- 1. Application & Agreement:** A fully executed copy of the food vendor application and agreement must be on file no later than twenty (20) business days prior to the event.
- 2. Certificate of Insurance:** No later than twenty (20) business days prior to the event, vendor shall deliver to SMPAC Certificates of Insurance reasonably acceptable to SMPAC and listing Simsbury Performing Arts Center, Inc. and the Town of Simsbury as additional insureds. Such insurance must be by insurance companies licensed to write such insurance in the State of Connecticut. Such insurance

shall remain in place for the duration of the term of this agreement and shall not be diminished without the prior written approval of SMPAC. If such insurance shall for any reason lapse, this agreement shall be null and void without notice to the vendor and the vendor shall quit the Premises.

3. **Farmington Valley Health District (FVHD) - Temporary Food Permit:** The FVHD Application for Temporary Food Service Permit is provided as an attachment along with this agreement for your convenience. Completed FVHD applications should be returned directly to SMPAC no later than twenty (20) business days prior to the event. SMPAC will assume full responsibility for submitting completed temporary permit applications, along with associated fees, directly to the Farmington Valley Health District. All fees associated with obtaining the temporary food service permit are the sole responsibility of the vendor and should be paid directly to SMPAC as outlined below in the Fee Structure and Payment portion of this agreement.
4. **State of CT Sales and Use Tax Permit:** All vendors must possess a valid State of CT Sales and Use Tax Permit and provide a copy of said permit to SMPAC along with the fully executed vendor agreement. Vendors are required to submit 6.35% Connecticut sales tax to the State of Connecticut Department of Revenue for all food and beverage sales. Vendors who are not currently licensed with the State of Connecticut must submit a Business Taxes Registration Application (Form REG-1) to the Department of Revenue Services in order to obtain a valid Sales and Use Tax Permit. To obtain a Connecticut Sales and Use Tax Permit, you must complete Form REG-1, *Business Taxes Registration Application* and remit the **\$100 permit fee**. For information on how to apply and how long it will take to obtain the permit, visit the State of Connecticut's [Registration Webpage](#). The permit will be valid for 5 years from the date of issuance.
5. **Policies / Procedures for Vendors:**
 - a. **Staffing:** Vendors are responsible for all staffing and should plan accordingly to staff at the level required to efficiently conduct sales and ensure a positive patron experience.
 - b. **Set-up:** All set-up must be complete prior to pre-determined FVHD inspection time. Vehicle access is restricted to designated entry/exit paths identified by SMPAC and its employees. All vehicles associated with setup must be relocated to designated parking area no later than one half hour (30 minutes) prior to the doors open time stated above. Disposal of any trash or empty merchandise boxes in designated trash/recycling areas is required prior to the gates opening to the public.
 - c. **Sales Area:** Only the designated footprint area may be used for selling. Any items left outside of the designated footprint are subject to removal. For the safety of our patrons and to comply with fire code, vendor setups shall not obstruct the flow of pedestrian traffic (i.e., chairs or displays in front of your selling area, items in designated aisle ways or obstructing any entry/exit points or stairs).
 - d. **Tents:** Vendors opting to use their own tents must ensure that these structures are fully secured to the ground and consist of material which maintains appropriate fire rating.
 - e. **Ground Staking:** No items may be staked into the ground without approval from SMPAC.
 - f. **Signage Requirements:** All vendors are required to have signage displayed which includes the name of the vendor as well as menu items and associated pricing.
 - g. **Generators:** Vendors are permitted to use a generator as a source of power at select events. Noise associated with generator use must not exceed a level of 60 decibels. Generator use will be approved on a case by case basis and must be coordinated in advance with a SMPAC representative at the time of agreement execution.
 - h. **Breakdown / Cleanup:** To ensure the overall safety and enjoyment of patrons, breakdown will not be permitted until the event has fully concluded. Vendor vehicles must remain parked until patrons have exited the venue and movement of vehicular traffic on-site has been deemed safe to commence. Disposal of any trash or empty merchandise boxes in designated trash/recycling areas is required at the conclusion of the event following breakdown. We ask that you leave

your assigned area in the same or better condition than when you arrived for load-in. Additional cleaning / damages fees will be assessed at the discretion of SMPAC, should the vendor fail to comply with this policy.

VENDOR FEES

The following fees are associated with the specific event(s) listed above. Fees may vary on an event by event basis.

Please check one:

☐ **10x20 Footprint:** \$600 (non-refundable deposit)

☐ **20x20 Footprint:** \$1,200 (non-refundable deposit)

FVHD Temporary Food Permit Application Fee: \$50 **

***Vendors operating food trucks/trailers and possessing annual permits shall be exempt from the fee so long as a copy of the annual permit is submitted to SMPAC along with this application.*

Total vendor fees: \$ _____

ADDITIONAL SERVICES - OPTIONAL

The following items are made available to vendors for an additional fee at select events. Please indicate specific requests below by checking all that apply and totaling services requested. Payment for any additional services selected will be due at time of agreement execution.

	QTY		FEE	TOTAL
Tent (9x20)	_____	x	\$175	_____
Tent (20x20)	_____	x	\$350	_____
8' Table and 2 chairs (set)	_____	x	\$10	_____
One 20 amp electrical outlet	_____	x	\$50	_____
Additional 20 amp outlets	_____	x	\$10	_____
Interior Light	_____	x	\$25	_____
Name Signage (1'x2')	_____	x	\$15	_____
Menu Signage (1'x2')	_____	x	\$15	_____

Total additional services requested: \$ _____

PAYMENT

Payment of the non-refundable footprint deposit and FVHD temporary food permit application fee (if applicable), along with fees for optional items selected above, is required no later than twenty (20) business days prior to the event. Payments shall be made by check payable to Simsbury Performing Arts Center, Inc. and may be hand delivered to the SMPAC office at 22 Iron Horse Blvd. or mailed to the following address:

Simsbury Performing Arts Center, Inc.
22 Iron Horse Blvd. (PO Box 245)
Simsbury, CT 06070

Total due at agreement execution: \$ _____

VENUE COMISSION

Unless otherwise agreed to in writing, SMPAC will receive a 20% commission on net total food and beverage sales (less 6.35% Connecticut sales tax, which vendor must remit to the State of CT) after the first_____. Settlement will take place immediately following the final day of the event with a SMPAC staff member unless otherwise agreed to in writing in advance of the event date.

Vendor Signature _____ **Date** _____

Venue Signature _____ **Date** _____

Missy DiNunno, Executive Director
Simsbury Meadows Performing Arts Center