



# 2018 Food Vendor Application

Hometown Days

Please Print

2018 Food Vendors Hours
Extra Day - Thursday
Thursday, May 31, 2018 -- 4PM to 9PM
Friday, June 1, 2018 -- 3PM to 9PM
Saturday, June 2, 2018 -- 11AM to 9PM
Sunday, June 3, 2018 -- Noon - 6PM

Name of Vendor/Organization \_\_\_\_\_ Application Date \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ CELL PHONE REQUIRED \_\_\_\_\_

Email Address \_\_\_\_\_

**Note - The following items are currently contracted and cannot be duplicated by contracted concessionaires; Popcorn, Caramel Corn, Cotton Candy, Caramel Apples, Red Candy Apples, Elephant Ears, Funnel Cakes, French Fries, Hot Dogs, Corn Dogs, Pizza, and Lemonade**

### EXACT TRAILER MEASUREMENTS \_\_\_\_\_

	Early Rate Before April 30, 2018	After April 30, 2018	Total
Space	\$250.00/Space	\$300.00/Space	= _____
Non-Profit Organization	\$ 75.00/Space	\$100.00/Space	= _____
Electricity Hookup*	\$ 60.00/ea.	\$ 70.00/ea. X _____	= _____
*Please check required electric: 110volts: _____ 20amps _____ 30 amps 220volts: _____ 50amps _____ 110amps			
*Do you need a water line hookup? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Early Tear Down Fee - SEPARATE CHECK**			= + \$100.00
		TOTAL ENCLOSED	= _____

\*\*A separate Early Tear Down Fee check is required at time of submission. If Vendor tears down before 6:00PM on Sunday, June 3, 2018 check will not be returned. If vendor does not Tear Down early, check will be returned or vendor may apply Early Tear Down Fee check as deposit toward 2019 Hometown Days.

### SPECIAL STIPULATIONS

- All applications must submit a **color photo** of trailer with trailer size and food menu with pricing. If a photo is not included, the application will not be considered. SCHD reserves the right to limit food items sold.
- General liability insurance is required listing Swartz Creek Hometown Days (SCHD), its Directors, Staff, Volunteers, City of Swartz Creek and William Kincaid (property owner) named as additional insured. A copy of insurance must be provided to SCHD before arriving.
- Ice is available, contact us for pricing and details.
- Vendors ordering electricity must bring your own 50ft - 100ft commercial grade extension cord.
- Application with total payment including Early Tear Down Fee check must be post marked by April 30, 2018 to qualify for the Early Rate.
- Returned checks will be subject to administration fees and a return check fee of \$35.
- Cancellation of all or portion of exhibit space before April 30, 2018 must be in writing via certified mail, return receipt requested. SCHD shall withhold \$35 for administration fees and any credit card fees. No refunds after April 30, 2018.
- Only money orders, certified checks, cash or credit cards **will be accepted** for payment made after April 30, 2018. **All spaces must be paid in full before move in.**
- This document, when signed by the vendor/organization, constitutes a binding, irrevocable, legal agreement. The signing of this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the vendor/organization and have read and agree to all Vendor terms and guidelines.

Print Authorized Signature \_\_\_\_\_ Authorized Name \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT BY CREDIT CARD**  Mastercard  Visa Card # \_\_\_\_\_

Print Name on Card \_\_\_\_\_ Signature \_\_\_\_\_ Security Code \_\_\_\_\_ Card Expires \_\_\_\_\_

### BILLING ADDRESS

Return completed application along with payment made payable to -  
Swartz Creek Hometown Days, ATT: FOOD VENDORS, PO Box 271, Swartz Creek, MI 48473  
For additional information or questions contact Susan Mesack, Commercial Vendors @ 989-445-0505



# Food Vendor Information

PO Box 271  
Swartz Creek, MI 48473

- 1. Define Terms.** The term “agent” means Swartz Creek Hometown Days Festival. The festival and all portions thereof, is owned, produced, and managed by Swartz Creek Hometown Days Festival, PO Box 271, Swartz Creek, Michigan 48473. The term “lessee” means, collectively, the company and/or person that applied for vendor space and agreed to enter into the contract upon acceptance by the agent in a manner stated.
- 2. Privilege to Operate.** The privilege to operate shall be according to the laws of the State of Michigan without infringement upon the rights or privileges of others. Lessees will not handle or sell any commodity or transact any business upon and within the Swartz Creek Hometown Days Festival except that which is expressly stipulated in the contract, a lessee must confine the business and the promotion and advertising of the same on the agent’s grounds to the assigned space.
- 3. Reassignment of Space.** Reassignment of space will be handled in the following manner: following the close of the most recent festival, all lessees will be evaluated with regard to performance (i.e., payment of fees, public compliance, appearance of space, and any formal complaints from the public arising out of the performance of activities on the grounds).
- 4. New Applications for Space.** All new applications for space **MUST** be accompanied by a color photograph of the lessee’s space. If the proposed space differs significantly from the photograph, the agent reserves the right to reconsider the application. Factors that would affect the application for space would be physical limitations, the general appearance of the structure, possible interference with existing structures, power sources, water and/or sewer. The privilege to operate as a food vendor shall be evaluated based upon the following; appearance of the food vendors space and the current number of similar food vendors.
- 5. Taxes and Licenses.** Lessee shall be solely responsible for obtaining any licenses, permits or approvals under Federal, State or local law applicable to its activities at the festival. Lessee shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, licenses fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its activities at the festival. It is understood and agreed that this contract constitutes a non-assignable license and privilege only advertisement is not, under any circumstances, intended to continue a lease or any other conveyance of real property and partnership, employment agreement or joint venture between the parties.
- 6. Observance of Laws.** Lessee’s shall abide by and observe all Federal, State, and local laws, codes, ordinances, rules and regulations of the agent, including without limiting the forgoing lessee shall construct its exhibit to comply with the American with Disabilities Act (ADA).
- 7. Substitute Location or Discontinue of Contracts.** Alterations in the festival and its grounds may make it necessary to eliminate previously available or contracted space from one year to the next. In these cases, the agent reserves the right to offer a substitute location or discontinue a contract completely.
- 8. Policy Governing Vendors and Approval to Conduct Business.** The agent reserves the right to license and regulate all vendors on the grounds. The business conducted shall at all times conform to the provisions of the space rental contract.
- 9. Assignment of Contracts.** The festival contract for lessees shall not be assigned, hypothecated or otherwise disposed of without written consent of the agent. Obligations provided for in said contract, including payments for space and electric shall remain the obligations of the original lessee, irrespective of approved subleasing. Contracts shall not be assigned unless the death or sickness of the original lessee makes assignment necessary in order to perform the provisions of the contract for that year’s festival. Approved subcontracting does not transfer any rights to reapply to the subcontractor and if subcontracting is approved, it will be valid for the current year’s festival.
- 10. Sales & Displays.** Any lessee that does not comply with the discretion of the agent, its sales, signs, banners, advertising or displays that are deemed inappropriate and offensive will be asked to remove said items, cease such activities, and in extreme cases, be asked to leave the festival if actions or sales continue.
- 11. Vendors Prohibited.** No roving vendors or carts shall be permitted on grounds or off grounds unless written permission from agent. All literature, display advertising and products must be within the rented space unless written permission from agent.
- 12. Measuring Space.** Outside space shall be measured from the tie-in, overhang to overhang awning to awning or trailer hitch to bumper. Stands will be measured from lot line to lot line. Service areas of the main structure will be considered as part of the main structure in determining the space.
- 13. Broadcasting Devices.** No loud speakers, radios, or amplifiers or other broadcasting devices can be used on the location described in the contract without written permission of the agent. Approval to use such a broadcasting device shall be based upon the agent’s determination of whether the use of such a device will interfere with the normal and usual conduct of business by adjoining or adjacent vendors.



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13. **Security.** Police, EMS, and professional security will monitor and be present throughout the festival. The agent will employ a professional security firm to be on-site Thursday, Friday, and Saturday nights. Lessees shall be responsible for securing all food products. The agent assumes no liability for the loss of any personal property or food product.
14. **Concessionaire Menu and Prices.** Vendor must list all food items on application. Vendor will be notified if a specific food item can be served. Vendor serving food items not approved and listed on application will be closed down and no refund will be given. All concessionaires are required to post professional made menus with menu pricing. No "hand written" menus or pricing is allowed. Failure to post prices shall make the Vendor subject to removal from the grounds without the refund of payment.
15. **Concessionaire Restock Hours.** All restocking must be completed by: Friday before 3:00 P.M., Saturday before 11:00 A.M. and Sunday before 12:00 P.M. All lessee's must stay open until 9:00 P.M. Friday and Saturday and 6:00 P.M. Sunday.
16. **Trash and Litter.** Vendors will keep their location and surrounding areas clean and free of litter. Trash must be bagged and will be picked up by grounds. SCHD will not tolerate dumping of any kind in unapproved sites.
17. **Lessee Vehicles and Trailers.** A lessee's trailer used for storage of supplies, with a direct relationship to a specific concessionaires must be located off festival grounds unless written permission from agent. All lessee vehicles must be parked in appropriate parking areas off festival grounds. All living units must be located off festival grounds.
18. **Removal of Illegally Parked Vehicles.** Any lessee's vehicle parked in an unauthorized parking area, not parked in a designated parking area, may be towed to a designated area where the owner may claim said vehicle upon payment of the appropriate towing charge. The agent shall assume no financial liability for any charges, fees or damages to contents of any vehicle that is towed.
19. **Vendors General Standard of Conduct.** All lessees shall refrain from engaging in fraudulent activity, misrepresentation, or illegal activity towards patrons of the festival and/or SCHD. Lessees who misrepresent or give false information on an application shall have all rights revoked.
20. **Pets.** No animals will be allowed on the festival grounds unless said animal is used for the assistance of the physically challenged.
21. **Water Lines.** Lessees must supply proper sanitary water hoses, connections and valves. Lessees are responsible for all water leaving the unit. Water must be contained and cannot create any outside accumulations.
22. **Location & Set Up Time.** You will notified of your location the week before the festival. Lessees may not solicit or impede outside of your space. Smoking is not permitted in your space. Lessees may take advantage of early set up, Thursday from 9:00 A.M. to 4:00 P.M., to take advantage of the opening of the festival on Thursday at 4:00 P.M. If lessee choose not to take advantage of early set up on Thursday, regular set up is Friday from 9:00 A.M. to 3:00 P.M.
23. **Tear Down Time and Tear Down Fee.** Lessees may tear down at the close of the festival at 6:00 P.M. on Sunday. If lessee tears down "early" before 6:00 P.M. on Sunday, lessee's "Early Tear Down" fee will not be returned. If the lessee does not tear down early, the lessee may use the "Early Tear Down" fee as a deposit to secure space for the next year. If lessee leaves deposit and does not participate the next year the lessee forfeits the deposit.
24. **Removal of Property.** All property and equipment of the lessee shall be removed from the festival grounds no later than 11:00 P.M. Sunday. Failure to remove property and equipment shall make said property and equipment subject to storage charges. The agent reserves the right to relocate property and equipment to a designated storage area.
25. **Emergency Closing.** In an emergency the agent reserves the right to close any lessee and limit operations when such actions are deemed necessary for the public health, safety, and welfare.
26. **Cancellation of the Festival.** If the agent cancels the festival due to circumstances beyond the reasonable control of the agent such as; Act of God, Acts of War, or governmental emergency, the agent shall refund to each lessee its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.
27. **General Liability Insurance.** Each lessee is required to send in proof of Certificate of Insurance. General Liability Insurance must show the following, combined single limit of liability in the amounts of \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate. Lessee must list additional insures as; Swartz Creek Hometown Days, its Directors, Staff, Volunteers, City of Swartz Creek, and William Kincaid (property owner). A copy of General Liability insurance must be supplied to the agent before arriving at the festival or the lessee must sign a Release and Waiver of Liability and Indemnity Agreement before setting up.
28. **Photography Waiver.** The Lessee authorizes Swartz Creek Hometown Days Festival to use and reproduce any photographs, personal narrative, interviews, or audio video recording of my participation for any and all purposes.