



2019 Vancouver Wine & Jazz Festival Food Vendor Application & Agreement

This Agreement is between the Vancouver Wine & Jazz Festival, herein referred to as “Festival” and the Restaurant or Catering Company listed on this Restaurant Agreement (YOUR RESTAURANT) _____, herein referred to as “Restaurant”. The Festival and Restaurant are mutually entering into a short term Agreement specifically to: prepare, cook, serve, sell and store quality food products provided by the Restaurant at the 2019 Vancouver Wine & Jazz Festival. Dates for the 2019 Festival are: **August 23, 24, 25, 2019**. Hours are 4:00 PM to 10:00 PM Friday; 11:00 AM to 10:00 PM Saturday; and 11:00 AM to 9:00 PM Sunday. Hours may change and do not affect agreement or fees. In Consideration of the items contained herein, the undersigned representatives of the parties hereby agree as follows:

1. Festival agrees to:

- Provide 1 20-ft X 20-ft Restaurant vendor space;
- Provide 1 10-ft X 20-ft canopy and 10-ft X 20-ft space behind canopy for storage / prep (food trucks do not require canopy)
- Provide 1 20-Amp 2400-Watt 120-Volt outlet; and 1 (one) 150-watt tent light;
- Provide licensed electrician for setup and breakdown;
- Provide 3-sink wash station for restaurants to co-op and share; provide trash and recycling dumpsters and trash cans;
- Provide access to refrigeration trailer with limited space (only upon the availability of a refrigeration trailer);
- Provide 8 \$25 vendor passes per day for Restaurant employees. Vendor passes are not transferable between staff;
- Provide Restaurant opportunity to sell food as approved on the Menu Form;
- Provide Restaurant opportunity to distribute menus, promotional coupons, and other marketing materials;
- Provide Restaurant opportunity to promote the Festival on its website, and social media;
- 100% profits from food sales go to the Restaurant.

2. Restaurant agrees to:

- Pay Vendor Fee by deadline;
- Prepare, cook, sell and serve ONLY food listed on the approved Menu Form;
- Provide licensed food handlers and staff to prepare, cook and sell food. All staff must be over 21 years of age;
- Provide all food equipment including: cookware, stoves, grills, propane, refrigerators, coolers, ice, extension cords, etc;
- Provide utensils for customers: plates, cups, napkins, forks, spoons, etc;
- Provide approved hand washing station at your booth as required by Clark County Public Health;
- Provide floor mat or other ground cover as required by Clark County Public Health;
- Provide TEMPORARY FOOD ESTABLISHMENT APPLICATION by August 1;
- Demonstrate proof of a minimum \$500,000 commercial liability insurance;
- Provide **Additional Insured** certificate with “Bravo! Vancouver/Vancouver Wine & Jazz Festival” as Additional Insured by July 1;
- Maintain a clean area at your Restaurant booth;
- be responsible for all Restaurant money, food, staff, equipment, etc;
- Pay any additional power directly to Hollywood Lights or electrical supplier;
- Load in and set up Restaurant Booth Space on Thursday, August 22 from 2 PM – 8 PM.
- **Fire Extinguishers:** deep fat fryers shall have a “Class K” portable fire extinguisher mounted within 30 feet of the fryers. All other cooking and food warming locations shall be equipped with a portable fire extinguisher rated at not less than 2A:10B:C. **All fire extinguishers shall have a current inspection tag from a licensed fire extinguisher contractor.**

3. Restaurant Booth Fee: Restaurant will pay a flat fee of **\$1350** to the Festival. The Restaurant will participate through the duration of the Festival, and agrees to remain in operation until the official close of the Festival. If Restaurant is accepted and then cancels or fails to attend the Festival for any reason ALL Booth Fees are nonrefundable. **Booth fees are REFUNDED to any Restaurant that is not accepted into the Festival.**

- **Booth Fee due in full with Application. EARLY BIRD DISCOUNT \$350 – if paid by March 1.**

Check One:

- \$1,000 (pay by March 1st)** **\$1,350 (pay AFTER March 1st)** **\$1,500 (pay AFTER April 1st)**

4. Clark County Temporary Food Application: Restaurant is responsible for completing and filing your Temporary Food Permit with the Clark County Public Health Department. Download the application at <https://www.clark.wa.gov/public-health/draftfood-service-temporary-event>. Complete the application and return the form by mail or email to eph@clark.wa.gov. If you have questions contact: Alyssa Pilot, Food Vendor Inspector at 360-450-1853 or email alyssa.pilot@clark.wa.gov; or Patty Beavers at Clark County Public Health: 360-397-8001 or email patty.beavers@clark.wa.gov. Contact the Vancouver Fire Marshall Dean Bray for questions about fire extinguisher at: 360-487-7236.

5. Alcoholic Beverages: No Restaurant may serve, sell or distribute beer, wine or other alcoholic beverages. Restaurant may sell ONLY: nonalcoholic sodas, lemonades or iced teas.

6. Vendor Tickets for Staff: Restaurants will be issued up to 8 Festival Vendor Wrist Bands per day, for Restaurant staff working at the Festival. Additional Wrist Bands may be purchased prior to the Festival. This Wrist Band MUST be worn at all times. Wrist Bands are not “interchangeable” with Staff, Employees or Patrons. Any person attempting to remove and exchange a Festival Wrist Band with another individual will be ejected from the Festival. Restaurant staff must remain at the booth during the Festival.

7. Food Product & Handling: All food products must meet the standards of the Festival Restaurant Manager & Clark County Public Health Department. Food must be fresh each day for the Festival. Enough food should be on hand during each day to be used during that day. Proper food cooking, preparation, storage, temperature, handling, etc, is the sole responsibility of the Restaurant. Any food-borne illnesses attributed to the Restaurant shall be the sole responsibility of the Restaurant.

8. Sales & Security: Food sales, including credit card, cash and check transactions and/or local or state sales taxes are the sole responsibility of the Restaurant. The Festival is fenced, and security will be provided beginning Thursday, August 23 at 8:00 PM through the official close of Festival, August 26, 2018. However: any damage or theft of materials or products; or theft or damage of any personal belongings of Restaurant or Restaurant staff at the Festival during the hours of the Festival beginning Thursday, August 23 at 8:00 PM through the official close of Festival, Sunday, August 26, 2018; and during setup or breakdown is the sole responsibility of the Restaurant and is not the responsibility of the Festival, Bravo! Vancouver, its Board, managers, volunteers, staff, or assigns. For liability purposes, Restaurant is responsible for setup and breakdown. All vendors (restaurants, Restaurants, wineries, etc.) shall act in a manner in accordance with accepted industry standards and norms. For security purposes, the Festival reserves the right to have any individual removed from the Festival.

9. Cancellation / Force Majeure: If any portion of the Festival is actually prevented or rendered impossible or unfeasible by any act of governmental authority, civil tumult, labor disputes, epidemics, extraordinary interruptions in or delay of transportation services, conditions of emergency, any act of God, war, natural disaster or any other cause beyond the control of the Festival; it is understood and agreed that there shall be no claim for damages by either party arising there from. In such cases, the Festival shall use its best effort to reschedule on the terms and conditions of this agreement, as soon as is practicable, after the date therefore specified in the agreement. In the event of a cancellation due to Force Majeure, no fees shall be refunded to the Restaurant; and the Festival shall be rescheduled as soon as is practicable.

10. Liability and Hold Harmless: All work is done at Restaurant's risk. Restaurant shall take all necessary precautions and shall be responsible for the safety of Restaurant, Restaurant employees, agents, assigns, and subcontractors in the performance of the work hereunder. Any intentional breach of this Agreement, any personal injury or damage to City property or personal property, or any damage or injury to Bravo! Vancouver or the Festival due to accidental, negligent or intentional acts on the part of Restaurant or Restaurant staff or assigns and sustained by any organization or individual including but not limited to Bravo! Vancouver, the Festival, the City of Vancouver, the Restaurant, Restaurant employees, agents and assigns, Festival patrons, volunteers, staff, subcontractors, or any other individual shall be the sole responsibility and liability of Restaurant. Any damages caused by food-borne illnesses and attributed to the Restaurant by the Clark County Public Health or by the Festival shall be the sole responsibility of the Restaurant; neither Bravo! Vancouver nor the Festival shall be liable for any damages caused by any food-borne illnesses. Any damages caused by Restaurant to Esther Short Park or other City property and determined and assessed by City or Festival management shall be paid directly by the Restaurant to the City. Restaurant shall maintain liability insurance and is responsible for insuring equipment, employees, agents, assigns, and subcontractors in the performance of the work hereunder. Any Restaurant not holding valid liability insurance will not be permitted to operate. The Restaurant shall defend, save & hold harmless Bravo! Vancouver, the Festival and the City of Vancouver, & their respective officers, agents, employees, staff, volunteers, sponsors and assigns from any claims, damages, losses, liability or expenses (including all attorney fees) which may arise from the negligent performance or intentional breach by the Restaurant of this Agreement. The laws of the State of Washington shall govern the rights and liabilities of the parties. This Agreement may be canceled for any reason at the sole discretion of the Festival. Any lawsuit must be brought in Clark County District Court in Vancouver, Washington. Bravo! Vancouver shall be entitled to an award of reasonable attorney fees against the other party. In consideration of the mutual covenants contained herein, the representatives sign below:

Michael Kissinger, Festival Director

Date

Restaurant Representative

Date

PLEASE INCLUDE THE FOLLOWING:

- **Booth Fee: Payment in full due with application**
- **Discount - \$1,000 if paid BY March 1st. \$1350 if paid AFTER March 1st.**
- **Menu Form**

Return your Agreement, Menu and Booth Fee to:

Restaurant Manager

Vancouver Wine & Jazz Festival

PO Box 118 Vancouver, WA 98666-0118

Or email to: michael@vancouverwinejazz.com

Telephone: 360-906-0441

Email: michael@vancouverwinejazz.com

Website: www.vancouverwinejazz.com

Festival Use Only: Accepted Menu approved Follow up info sent Put on waiting list

2019 Festival Restaurant Menu Form

Please fill out your Restaurant Information & Menu Below:



Restaurant Name: _____

Restaurant Owner: _____

Address: _____

Phone: _____ Cell: _____

Email: _____ Website: _____

Menu, Pricing & Beverages

Quality entrée items must be a minimum of \$6.00 or more. Prices should range from \$6-15. Prices and Menus will be approved by the Festival. The Festival sells wine, beer and bottled waters for fundraising proceeds. Restaurants are not permitted to sell alcoholic beverages. Restaurants may sell the following beverages: 16 to 20-ounce sodas, lemonades, iced teas, waters, nonalcoholic beverages all priced at \$2.00.

Menu Approval and Changes

Your Menu must be approved by the Festival. Menus are approved on a "first-come" basis. All Menu items may not necessarily be approved, especially if there are entrée duplications or similarities between Restaurants. Any "overlap" or "duplication" between Restaurant Menus may result in your Menu being changed or modified; but changes will be made on a "first-come" basis. Menu changes or substitutions will be agreed upon between the Restaurant and the Festival. Once your Menu and pricing is approved, no changes may be made to your Menu or pricing without prior approval of the Festival. A restaurant may not add items during the Festival that are not on your approved Menu.

Our Menu will include the following items and prices (or attach your Menu on a separate page):

We agree to sell only the items listed in our menu above:

Participating Restaurant Representative (sign)

Date

Return your Agreement, Menu and Booth Fee to:

Restaurant Manager, Vancouver Wine & Jazz Festival

PO Box 118 Vancouver, WA 98666-0118

Or email to: michael@vancouverwinejazz.com

Festival use only

(NOTES): _____

Menu Approved by Festival: _____