

Restaurant / Food Vendor Application & Agreement

23rd Annual Vancouver Wine & Jazz Festival / August 25, 26, 27, 2023

Please Print

Your Name _____

Company Name _____

Address _____ City _____ ST _____ ZIP _____

Phone (_____) _____ Email _____

Website _____

- I want a 20-ft X 20-ft Restaurant Space. I will provide my own fire-resistant canopies for my space, and all necessary food service equipment. (SEE Agreement Items 1.0 and 2.0 below.)
- I want a 20-ft X 20-ft Restaurant Space. I will provide a self-contained commercial food cart with all necessary food service equipment. (See Items 1.0 and 2.0 below.)
- I understand I am responsible for submitting a Temporary Event And Food Preparation Plan and fee to Clark County Public Health no later than August 1st. (SEE Agreement Item 4.0 below.)

The Restaurant Fee is \$500 Our fee is paid online Our check is enclosed

Please complete the MENU and AGREEMENT below:

AGREEMENT

This Agreement is between the Vancouver Wine & Jazz Festival, herein referred to as “**Festival**” and the Restaurant, Catering Company, or Food Vendor _____, herein referred to as “**Restaurant.**” The Festival and Restaurant are mutually entering into an Agreement to prepare, cook, serve, and sell, quality food products provided by the Restaurant at the Vancouver Wine & Jazz Festival. Dates for the Festival are **August 25, 26, 27, 2023**. 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 parties hereby agree to the terms as follows:

1.0 Festival agrees to:

- Provide 1 20-ft X 20-ft Restaurant vendor space to prepare and sell food from approved menu.
- Provide 1 (one) 20-Amp 2400-Watt 120-Volt outlet; 1 (one) 150-watt tent light.
- Provide licensed electrician from Hollywood Lights for setup and breakdown.
- Provide 3-sink wash station with potable water for restaurants to co-op and share.
- Provide trash and recycling dumpsters and trash cans.
- Provide access to refrigeration trailer with limited space (per availability of refrigeration trailer).
- Provide 8 Vendor passes per day for Restaurant employees / staff.
- Provide promotion to Restaurant on Festival website and social media.
- 100% profits from food sales go to the Restaurant. No commission to Festival.

2.0 Restaurant agrees to:

- Pay Restaurant Fee by deadlines.
- Prepare, cook, sell, and serve ONLY food listed on the approved Menu Form.
- Provide 1 10-ft X 20-ft canopy for sales/service; and 1 10-ft X 20-ft space behind sales canopy for prep/storage.
- Provide a licensed Food Cart in lieu of a canopied space for all your cooking, sales, and service.
- Provide licensed food handlers and staff to prepare, cook and sell food. All staff must be over 21 years of age.
- Provide all equipment as needed: cookware, stoves, grills, propane, refrigerators, coolers, ice, etc.
- Provide utensils for customers such as 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 from Clark County Health Department by August 1st.
- 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 August 1st.
- Maintain a clean area at your space and be responsible for all Restaurant money, food, staff, equipment, etc.
- NOTE: Any changes to or additional electrical requirements are contracted and paid to Hollywood Lights.
- Load in and set up Restaurant Booth Space on Thursday, August 24th 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.**

3.0 Restaurant Booth Fee: Restaurant will pay a flat fee of **\$500**. This includes a Booth Fee of \$300 and a required Electrical Fee of \$200. 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 Fees are nonrefundable. If your restaurant is not accepted, ALL Fees are refunded. **Applications are accepted on a first-come basis. Booth Fee payment is due with this application. Applications submitted without payment are incomplete. Pay online at www.vancouverwinejazz.com or with a check payable to: Bravo! Concerts.**

4.0 Temporary Event Application And Food Preparation Plan: Restaurant is responsible for completing and filing a **Temporary Event Application And Food Preparation Plan** with the Clark County Public Health Department. This must be completed 14 days prior to the Festival. Go to: <https://clark.wa.gov/public-health/food-service-permitting-information>. Click the link for “Single Event” to complete the application and pay your Temporary Event health permit.

Complete the application and email it to Eph@clark.wa.gov

4.1 HEALTH PERMIT QUESTIONS: If you have questions about the Temporary Event Application, please call Clark County Public Health Department at 564-397-8428 or contact:

- Brigette Holland: Brigette.Holland@clark.wa.gov
- Kathalaleen Deane: Kathaleen.Deane@clark.wa.gov
- Alyssa Pilot: Alyssa.Pilot@clark.wa.gov
- Patty Beavers: Patty.Beavers@clark.wa.gov

4.2 FIRE EXTINGUISHER QUESTIONS: If you have questions about the correct fire extinguisher for your space, contact Vancouver Fire Marshall Dean Bray at: vanfmo@cityofvancouver.us or call 360-487-7260.

4.3 ELECTRICITY QUESTIONS: If you have questions about electrical requirements, please contact Mike Pratt at Hollywood Lights: 503-232-9002 or mike@hollywoodlights.biz

5.0 Alcoholic Beverages: Restaurant MAY NOT serve, sell, or distribute beer, wine, or other alcoholic beverages. Restaurant may serve or sell only nonalcoholic beverages such as water, sodas, lemonades, iced teas, ice cream drinks, coffee drinks, etc.

6.0 Vendor Tickets for Staff: Restaurants will be issued 8 Festival Vendor Wrist Bands per day for employees and staff. This Wrist Band MUST be worn at all times. Wrist Bands are not transferrable.

7.0 Food Product & Handling: SEE CLARK COUNTY PUBLIC HEALTH department for details. 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.

8.0 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 24 at 8:00 PM through the official close of Festival, August 27, 2023. 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 24 at 8:00 PM through the official close of Festival, Sunday, August 27, 2023; 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 shall act in a manner in accordance with accepted industry standards and norms. The Festival reserves the right to remove any person from the Festival.

9.0 Cancellation / Force Majeure: If any portion of the Festival is cancelled, prevented, or rendered 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 there shall be no claim for damages by either party arising therefrom. In such case, 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 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 individual 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:

Maria Manzo, Festival Director

Date

Restaurant Representative

Date

Pay your booth fee online and email your completed Agreement & Menu to:
exhibitors@vancouverwinejazz.com

Pay your booth fee by check and mail your completed Agreement & Menu to:
Restaurant Manager
Vancouver Wine & Jazz Festival
PO Box 118 Vancouver, WA 98666-0118

Contact information:

Dr. Maria Manzo: 360-991-6922

Office: 360-906-0441

Email: exhibitors@vancouverwinejazz.com

Website: www.vancouverwinejazz.com

Festival Use Only: Accepted Menu approved Follow up info sent to Restaurant