

**Restaurant / Food Vendor Application & Agreement**

24th Annual Vancouver Wine & Jazz Festival / August 23, 24, 25, 2024

**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 July 1<sup>st</sup>. (SEE Agreement Item 4.0 below.)

The Restaurant Fee is \$600     Our fee is paid online     Our check is enclosed

**Please complete the MENU and AGREEMENT below:**

# 2024 Festival Restaurant Menu

## Menu, Pricing & Beverages

Entrée items should be a minimum of \$8.00 or more. Prices should range from \$8-20. The Festival will approve Prices and Menus. The Festival sells wine, beer, and bottled waters for fundraising. Restaurants are not permitted to sell alcoholic beverages. Restaurants may serve or sell only nonalcoholic drinks such as water, sodas, lemonades, iced teas, ice cream drinks, coffee drinks, etc.

## Menu Approval and Changes

The Festival must approve your Menu. 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: (type below or attach your Menu on a separate page)**

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

\_\_\_\_\_  
Participating Restaurant Representative (sign or print)

\_\_\_\_\_  
Date

# 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 23, 24, 25, 2024.** 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 July 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 July 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 the electrical contractor.
- Load in and set up Restaurant Booth Space on Thursday, August 22<sup>nd</sup> 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 **\$600**. This includes a Booth Fee of \$400 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](http://www.vancouverwinejazz.com) or a check payable to: Bravo! Concerts Northwest.**

**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](mailto: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.

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

**4.3 ELECTRICITY QUESTIONS:** If you need additional electrical power other than listed in 1.0 above, you will be required to pay these additional electrical fees. If you have questions about electrical requirements, please contact Mike Pratt at Events Unlimited: 971-272-7715 or [mike@eventsunlimited.com](mailto:mike@eventsunlimited.com)

**5.0 Alcoholic Beverages:** Restaurant MAY NOT serve, sell, sample, or distribute beer, wine, or other alcoholic beverages. Restaurant may serve. Sell or sample 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 22 at 8:00 PM through the official close of Festival, August 25, 2024. 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 22 at 8:00 PM through the official close of Festival, Sunday, August 25, 2024; 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.

