



2017 Vancouver Wine & Jazz Festival Restaurant 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 2017 Vancouver Wine & Jazz Festival. Dates for the 2017 Festival are: **August 25, 26, 27, 2017**. 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 to the terms as follows:

1. Festival agrees to:

- Provide 1 (one) 10-ft wide X 20-ft deep Restaurant vendor space. This includes: 1 (one) 10ft X 10ft canopy, plus a 10ft X 10ft space behind this canopy for storage, preparation & cooking. A canopy is not provided for your prep/storage space;
- Provide 1 (one) 20-amp 120-volt power outlet with quad receptacles; and 1 (one) 150-watt tent light. Also included: power for 1 (one) 20-amp 120-volt power outlet, electrical hookup fees, and licensed electrician for setup and breakdown;
- Provide a 3-sink wash station for restaurants to co-op and share; provide trash and recycling dumpsters and trash cans;
- Access to refrigerator unit with limited space (this is provided upon the availability of a refrigeration unit);
- Provide 8 vendor passes per day for Restaurant employees to work at Festival. Vendor passes are not transferable between staff;
- Permit Restaurant to sell food as approved by Festival on the attached Menu Form;
- Permit Restaurant to distribute menus, promotional coupons, and other promotional materials as desired;
- Permit Restaurant to promote the Festival on its website, and through Facebook, email and other social media;
- The Festival does not take a percentage of food sales. 100% profits from food sales go to the Restaurant.

2. Restaurant agrees to:

- Pay Restaurant fee by deadline;
- Prepare, cook, sell and serve ONLY food listed on the approved Festival 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 equipment necessary to prepare, cook, serve, sell and store food, including but not limited to: cookware, portable cooking units, stoves, grills, propane, refrigerators, coolers, ice, extension cords, etc;
- Provide paper, plastic or recyclable utensils for customers: plates, cups, napkins, forks, spoons, etc;
- Provide an approved hand washing station at Restaurant booth as required by Clark County Public Health;
- Provide a rubber “honeycomb” floor mat or other ground cover as required by Clark County Public Health;
- Complete Temporary Food Permit and Temporary Use permit by August 1;
- Demonstrate proof of a minimum \$500,000 commercial liability insurance, with “Bravo! Vancouver/Vancouver Wine & Jazz Festival” listed as **Additional Insured**; and provide the Festival a copy of the **Additional Insured certificate** by August 1;
- Maintain a clean area at your Restaurant booth; be responsible for all Restaurant money, food, staff, equipment, etc;
- Pay for any additional power directly to Hollywood Lights or electrical supplier;
- All Cooking with 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.**
- Load in all equipment and set up Restaurant Booth Space on Thursday, August 24. Set up is Thursday August 24 from 2:00 PM - 8:00 PM; and Friday August 25 from 8:00 AM - NOON.

3. Restaurant Booth Fees: Restaurant will pay a flat fee of **\$1500** (or discount fee by deadline) to the Festival. The Festival does not charge a commission or a percentage on food sales. 100% of money from food sales goes to the Restaurant. The Restaurant will participate throughout 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 for any reason, ALL Booth Fees are nonrefundable. This means that if the restaurant is accepted by Festival and cancels or otherwise fails to attend for any reason, the booth fee will not be refunded. **All Booth fees are REFUNDED to any Restaurant that is not accepted into the Festival.**

- **10% DISCOUNT!** Reserve your space by June 15 and receive a 10% Discount Booth Fee of \$1350. A **MINIMUM** deposit of \$675 is due by June 15 with your application. The **BALANCE** of \$675 is due in full by June 30 or discount is void and full amount is due.
- **Deadline: June 30th or until spaces are filled.**

4. Permits: The Restaurant will be responsible for filling out the Temporary Food Permit from the Clark County Public Health Department and a Temporary Use Permit from the Vancouver Fire Marshal. If you have questions, please contact: Clark County Public Health Department at 360-397-8001 OR 360-397-8428. Contact the Vancouver Fire Marshall for questions about fire extinguisher at: 360-487-7236. Download Temporary Food Permit Form: <https://www.clark.wa.gov/public-health/food-service-temporary-event>

5. Alcoholic Beverages: No Restaurant may serve, sell, distribute or give away any beer, wine or other alcoholic beverages. Restaurant may sell ONLY: nonalcoholic sodas, lemonades or iced teas. The Festival sells alcoholic beverages and bottled waters.

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 24 at 8:00 PM through the official close of Festival, August 27, 2017. 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, 2017; 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, 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:

Dr. Michael Kissinger, Festival Director Date

Restaurant Representative (print and sign your name) Date

- **10% Discount: Deposit of \$675 is due by June 15, 2017, to receive discount price of \$1350.**
- **Remaining Balance of \$675 is due by June 30, 2017.**
- **Application Deadline: June 30, 2017 OR until spaces are filled.**
- **Applications received after June 15 discounts do not apply and full price is \$1500.**

Return your Deposit (or full Payment), your Agreement and your Menu to:

Restaurant Manager
Vancouver Wine & Jazz Festival
PO Box 118 Vancouver, WA 98666-0118

Telephone: 360-906-0441

Fax: 360-906-0605

Email: bravovancouver@comcast.net

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