

river rhythms

2010 FOOD VENDOR APPLICATION

917-7771 | www.riverrhythms.org

CONTACT INFORMATION

Name of organization or business: _____

Contact name: _____

Address: _____

Phone number: _____ Alternate Phone Number: _____

E-mail address: _____

MENU

- Please attach **complete menu of items (including prices) to be sold.**
- Please choose unique items that have less potential for duplication. List items in order of preference.
- In an effort to encourage a diverse selection of menu items, the Concert Series reserves the right to request menu changes.
- While we encourage diverse offerings, we reserve the right to duplicate items as needed to meet crowd demands.
- Please include a copy of your food vendor license.
- **NOTE: All beverages sold by vendors must be Pepsi products. Water sold must Aquafina (a pepsi product).**

PROVISIONS

Booth Space

- All vendors will be provided a 18 ft. x 18 ft. space.
- All attachments, awnings, trailer tongues, tables, and chairs must fit in the provided space. **Vendors exceeding the provided space length will be charged an additional \$50 per linear foot.**
- **Pictures of booth set-up must accompany application for it to be accepted.**

Please draw your booth or trailer setup.

INCLUDE ALL ATTACHMENTS, TRAILER TONGUES, AND OTHER ITEMS THAT MAY EXTEND OUTSIDE THE SPACE.



▼
Service Side

Electrical Access

Electrical outlets are limited and are available on a first-come, first-served basis for an additional fee of \$25 per concert. Contact (541) 917-7771 to request an outlet or information.

Do you need electricity?

- Yes No

PRICES

Selected vendors will pay \$250 for each concert in the series. An extra \$25 per concert will be charged for electricity. The deadline for application submission is **March 15, 2010.**

All applications must include a \$200 deposit. Selected vendors owe the remaining balance by **June 1, 2010.**

Notification letters of selection will be mailed April 30, 2010 along with your final billing. Applications that are not accepted will be returned by mail with the \$200 deposit attached. The failure to submit the entire fee, including electrical charges, by the deadline will forfeit your deposit and your space.

5 Concert/Early Bird Discount

If you apply for all five concerts and pay in full by May 14, 2010 you will receive a \$100 discount.

- July 8 July 29 August 12
 July 22 August 5

FEES	
BOOTH SPACE	
\$250 X ____ Concerts	
\$50 X ____ linear ft. Additional Space Surcharge	
5 CONCERT/EARLY BIRD DISCOUNT SUBTRACT \$100	
ELECTRICAL ACCESS	
\$25 X ____ Concerts, 20-amp, 110v outlet	
TOTAL FEE	
(FOR OFFICE USE ONLY)	
Deposit Paid	
Balance Due	
PAID	

Copy of Food Vendor License Enclosed	Yes / No
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FOOD CONCESSIONAIRE AGREEMENT

This agreement is entered into and executed this _____ day of _____, 2010 by and between the City of Albany Parks and Recreation Department, hereinafter referred to as City, and _____, hereinafter referred to as Concessionaire.

I. Responsibilities of the Concessionaire

- A. Concessionaire may serve only food and beverage items that have been approved by River Rhythms staff. A menu must be attached to the application.
- B. **Concessionaire must show evidence of a food vendor's license. Concessionaire is responsible for complying with all Health Department requirements.**
- C. Concessionaire must be set up and ready for business no later than 5:00 p.m. on the day of the event and remain open until the conclusion of the concert.
- D. Concessionaire is responsible for covering and/or taping down all electrical cords, securing awnings, etc. according to safety code.
- E. Concessionaire is only permitted to use River Rhythms approved appliances.
- F. Concessionaire is responsible for supplying all booth items, including appropriate tables or counters space, hand washing buckets, and appropriate signage. Signage shall include the name of the organization, food items for sale, and prices.
- G. Concessionaire must comply with all Fire Marshal codes and regulations.
- H. Concessionaire will only sell pepsi products. Water sold must be Aquafina (a pepsi product).

II. Responsibilities of the City

- A. The City will provide Concessionaire with the following:
 1. 18' X 18' space
 2. Garbage dumpsters in the vicinity of the food court
 3. 110v electrical outlets as available. for an additional charge
 4. Water supply in central location
 5. Limited vendor parking available on a first-come, first-served basis

III. Fees and Charges

- A. Concessionaire agrees to pay applicable space rental fee and any electrical outlet fees.
- B. Concessionaire agrees to pay \$200 deposit and balance by due date.
- C. After vendor notification of selection, non-payment of remaining fees will result in forfeiture of space and deposit.
- D. Failure to participate in the Concert Series and provide the contracted service does not release the Concessionaire from the obligation to pay the City the stated fees. The food concession service is non-transferable to another party without the written consent of the City. Subcontracts are not allowed.

IV. Adherence to Policy

Concessionaire agrees to abide by the City of Albany Parks and Recreation Department's policies. Failure to abide by any of these policies may result in termination of this agreement and forfeiture of any and all fees.

V. Jurisdiction and Venue

In the event of litigation to enforce this agreement or any provision thereof, the prevailing party in addition to other relief granted, shall be entitled to recover reasonable attorney fees, including fees of appeal, if any. Jurisdiction for litigation shall rest exclusively with the courts of the State of Oregon and venue shall lie in Linn County.

VI. Indemnification Agreement

The Concessionaire hereby agrees to indemnify and hold harmless the City of Albany, its officers, agents and employees from any and all claims, demands, losses, or damages, including attorney's fees, which may arise in any manner from the Concessionaire's activities or presence on City property as authorized by this agreement. This release and indemnification obligation includes, but is not limited to, claims made by the Concessionaire, its agents, or employees.

VII. Adherence to Laws

Concessionaire shall abide by all laws governing the City of Albany and the State of Oregon while on City property. Violation of the law will result in termination of this agreement and possible removal from the property.

FOR THE CONCESSIONAIRE:

Name of Business: _____

Business Owner: _____

Address: _____

City, State, Zip _____

Signature: _____

Date: _____

FOR THE CITY:

Lynne Jamison, lynne.jamison@cityofalbany.net

Recreation Coordinator

333 Broadalbin St SW

Albany, OR 97321

Signature: _____

Date: _____