



# 2019 FOOD VENDOR APPLICATION

541-917-7771 | www.riverrhythms.org

## CONTACT INFORMATION

Name of organization or business: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

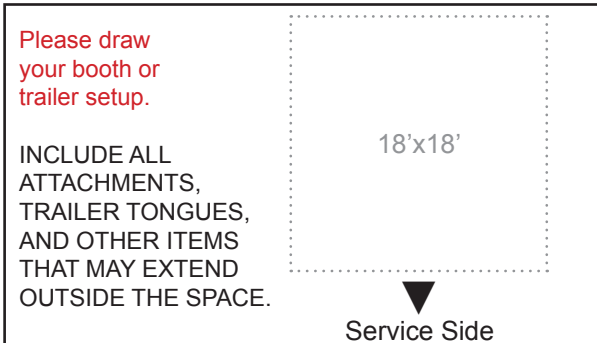
## MENU

- 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.
- Coca-Cola is an event sponsor. . .we ask that you consider selling Coca-Cola products.
- Please include a copy of your food vendor license.

## 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.**



## 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 applications submission is April 5, 2019. Notification letters of selection will be mailed by May 3, 2019 along with your final billing. Selected vendors owe the balance by June 3, 2019. 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 17, 2019 you will receive a \$100 discount.

- July 4                       July 25                       August 8  
 July 11                       August 1

FEES		
BOOTH SPACE	\$250 X ____ Concerts	
Additional Space Surcharge	\$50 X ____ linear ft.	
ELECTRICAL ACCESS		
\$25 X ____ Concerts	20-amp, 110v outlet	
TOTAL FEE		
(FOR OFFICE USE ONLY)		
BALANCE DUE	5 CONCERT/EARLY BIRD DISCOUNT of \$100 BY 5/17/19	
	If payment is received AFTER 5/17/19	
TOTAL PAID		

Copy of Food Vendor License Enclosed	Yes / No
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## 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

Albany Parks and Recreation / 2019 River Rhythms Concert Series  
FOOD CONCESSIONAIRE AGREEMENT

This agreement is entered into and executed this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ 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 the 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 in lot by 4pm to start set up and ready for business no later than 5pm 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 counter 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
- 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. 110 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. After vendor notification of selection, non-payment of remaining fees will result in forfeiture of space and deposit.
  - C. 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.
  - D. No refunds will be given after acceptance.
- 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 Smith, lynne.smith@cityofalbany.net  
Event & Program Coordinator  
333 Broadalbin St SW  
Albany, OR 97321

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_