



2010 Vancouver Wine & Jazz Festival Restaurant Vendor Agreement



This Agreement is between the Vancouver Wine & Jazz Festival, herein referred to as “Festival”, and the professional Restaurant or Food Service Company listed on this Restaurant Vendor Agreement, _____, herein referred to as “Restaurant”. The Festival and Restaurant are mutually entering into a short term Agreement specifically to: store, prepare, cook, sell and serve quality food products provided by Restaurant at the 2009 Vancouver Wine & Jazz Festival. Dates for the 13th Annual 2010 Festival are: **August 27, 28, 29, 2010**. 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 are subject to change, and do not affect vendor fees.

In Consideration of the mutual covenants contained herein, the undersigned representatives of the parties (Festival and Restaurant) hereby agree to the terms of this Restaurant Vendor Agreement as follows:

1. Festival agrees to:

- Provide 1 (one) 10-ft wide X 20-ft deep Restaurant vendor space. This includes: 1 (One) white 10-ft X 10-ft canopy, plus 10-ft X 10-ft of space for storage, prep & cooking space behind white canopy (space behind canopy is not covered).
- Provide 1 (one) 20-amp 120-volt power with quad receptacles; and 150-watt brewery tent lighting. Also included: all electricity fees, electrical hook up fees, and licensed electrician for setup.
- Provide 3-sink wash station for cleaning utensils; provide trash and recycling dumpsters and trash cans.
- Access to refrigerator unit, limited space (this is guaranteed ONLY per the availability of refrigerated truck).
- Provide 6 vendor passes per day for Restaurant employees to work at Festival.
- Permit Restaurant to sell food items as authorized by Festival, listed on the attached Menu Form (see attached form).
- Permit Restaurant to distribute menus, promotional coupons, and other Restaurant promotional material as appropriate.
- All profits from food sales go to Restaurant.

2. Restaurant agrees to:

- Pay Restaurant fee by deadline.
- Prepare, cook, sell and serve ONLY food listed and approved by Festival on 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 store, prepare, cook, sell and serve food, including but not limited to: cookware, portable cooking units, stoves, grills, propane, refrigerators, extension cords, etc.
- Provide paper or plastic utensils for customers: plates, cups, napkins, silverware, etc.
- Provide a hand washing station at Restaurant booth as required by Health District.
- Provide a rubber “honeycomb” floor mat or other restaurant floor mat for Restaurant booth as required by Health District.
- Complete Southwest Washington Health District Temporary Food Permit by August 10.
- Complete Fire Marshall Temporary Use permit by August 10.
- Demonstrate proof of minimum \$500,000 commercial liability insurance, with “Bravo! Vancouver/Vancouver Wine & Jazz Festival” listed as “Additional Insured.”
- Provide Festival a copy of the Restaurant Certificate of Liability Insurance with “Bravo! Vancouver/Vancouver Wine & Jazz Festival” listed as “Additional Insured” by August 10. Fax to: 360-906-0605.
- 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. Example: 220-volt/50-amp power is extra.
- Setup Restaurant Booth Space on Thursday, August 26th

3. Restaurant Booth Fees: Restaurant will pay a flat vendor fee of **\$1500** to the Festival. The Festival **does not** charge a commission or a percentage on food sales. All food sales profits belong to the Restaurant. The Restaurant shall participate throughout the duration of the Festival, and agrees to remain in operation until the close of the Festival. If Restaurant is accepted and then cancels for any reason, 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. **Booth fee checks will be returned to any Restaurant not accepted into the Festival. This Agreement may be canceled for any reason at the sole discretion of the Festival.**

4. Permits: The Restaurant will also be responsible for obtaining the Temporary Food Permit from the Southwest Washington Health District, and Temporary Use Permit from the Vancouver Fire Marshall. contact the Southwest Washington Health District at 360-397-8001 OR 360-397-8428 Ext. 7327. Or, email Patty Beavers at patty.beavers@clark.wa.gov and she will send you the form. To obtain your **Temporary Use** permit, contact the Vancouver Fire Marshall at 360-487-7236 or download the form at: <http://www.cityofvancouver.us/upload/images/Fire/FMO/TemporaryUsePermitApplication.doc>

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

6. Vendor Tickets for Staff: Restaurants will be issued 6 Festival Vendor Wrist Bands per day, for Restaurant staff working at the Festival. Additional Wrist Bands may be purchased prior to the Festival. Restaurant and/or Restaurant assistant will be issued a Vendor Wrist Band or pass for identification and security purposes. 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: All food products must meet the standards of the Restaurant Manager & Southwest Washington Health District. Food should be brought in fresh each day for the Festival. Enough should be on hand during each day to be used during that day. A refrigeration unit will be on site throughout the weekend for food storage.

7. 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 26th at 4:00 PM through the official close of Festival, August 29th 2010. 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 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 professional 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.

8. 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 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 or Superior Court in Vancouver, Washington, and 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 undersigned representatives of the parties affix their signatures: (Restaurant, please sign below).

Michael Kissinger, Festival Director Date

Restaurant Representative (YOUR SIGNATURE) Date

**Return the following: \$1500 Booth Fee, Agreement and Menu to:
Vancouver Wine & Jazz Festival
PO Box 118 Vancouver, WA 98666-0118**

Festival Use Only: Accepted Follow Up Sent Put on Wait List