



# Summer of the Arts

## 2019 Food Vendor Rules and Regulations page 1

- 1. APPLICATIONS AND ELIGIBILITY** - Application for vendor space must be made through this application process. Summer of the Arts reserves the right to determine the eligibility of any vendor for inclusion in the Festivals, as well as approve menus and assign locations. Summer of the Arts reserves the right to require the modification or removal of any vendor display or merchandise that, in its opinion, is not in character with the event or does not comply with health, safety and fire codes. The decisions of Summer of the Arts are final.
- 2. APPLICATION DEADLINE** - Applications must be received by Summer of the Arts no later than **Friday, February 22, 2019**. Notification of acceptance will be sent by email to invited applicants. Those not accepted will have their application payment returned. ***Form of payment must be received within one week of submission of application!***
- 3. AGREEMENT TO CONDITION** - Each vendor and its employees, agrees to abide by these terms and conditions and agrees that the sole control of the event rests with Summer of the Arts.
- 4. SELECTION PROCESS FOR VENDORS** - The Festival Committee will select vendors based upon the following criteria:  
- Seniority                      - Local Vendors versus Out-of-town Vendors                      - Menu Items                      - Space Availability
- 5. HOURS** - All vendors are expected to operate for the duration of the Festival. ***Failure to set up on time will result in not being allowed to vend at the festival with no refund.*** Specific start and end times will be provided to accepted vendors at a later date. In the event of adverse weather, you are expected to arrive or remain on site until contacted by event staff.
- 6. FOOD WARE** – All food ware items served to the public during the festivals ***must be biodegradable and/or compostable.*** All vendors ***MUST participate in the product order coordinated through EcoCare -- other products will not be accepted or allowed.*** Accepted vendors will receive additional information.
- 7. FOOD VARIETY** - We want to make sure that we have a wide variety of food offered, however, there ***will not*** be protected items. Instead, we will evaluate each vendor's proposed menu to ensure variety and advise vendors of items that are approved giving priority to seniority and variety.
- 8. BEVERAGE SALES** – All vendors may apply to sell non-alcoholic beverages. Summer of the Arts has the sole right to water sales. Accepted vendors may purchase bottled water from Summer of the Arts to sell in their booth. Details will be provided to accepted vendors.
- 9. UTILITIES** - A ***limited*** amount of electricity is available at the Festival site. Each vendor space should have its own dedicated 20-amp circuit. Vendors should consider this when planning their menus. Vendors must provide their own propane for cooking and heating menu items (propane tanks must be securely mounted in an upright position and any extra tanks must be stored off site until needed). ***Vendors should state their exact electrical needs on the application.*** No additional usage will be allowed beyond that granted on the application without written consent from Summer of the Arts. ***All electrical cords must be labeled with vendor's name.*** An electrician will be on site to inspect each booth prior to festival start to ensure compliance with these procedures.
- 10. ICE SALES/REFRIGERATION** - Ice will be available for purchase from Summer of the Arts at the Festival site. Limited refrigerated/freezer truck space is available to store food items during festival and overnight during festivals. Vendors must request in advance, space is not guaranteed.
- 11. MEAL TICKETS** – ***We ask that our food vendors provide some meals for our staff and some key volunteers. We don't want to place a burden on any vendor and are actively looking for businesses to provide catered meals for our staff and key volunteers as much as possible.*** If you are willing to accept a limited number (20 maximum for a weekend), or can cater one meal during the weekend, please let us know. We sincerely appreciate your support.
- 12. VENDOR SPACE** - Each vendor will be granted a set number of square feet in the festival grounds. No additional tent space, canopies or ground space will be allowed without prior written consent from Summer of the Arts - everything must fit entirely in the food vendor space; limited storage is allowed behind the booth but not on sidewalks or public walkways. The Festival will supply each vendor with two tables and two chairs. Tables and chairs must be checked back in or Vendor will be responsible for the replacement fee to rental company. Vendors are responsible for their own setup, including a ***tent not to exceed 10'x10' for a single space or 10'x20' for a double space. Tent weights are mandatory for all tents.*** If you do not have tent weights, Summer of the Arts can arrange rental through our rental company (see Food Vendor application for pricing).

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13. **ASSIGNMENT OF VENDOR SPACE** – Space assignment will be made by Summer of the Arts with seniority and sponsorship taken into consideration. Space assignments will be emailed to you prior to set up. Vending location will be marked on the ground with Vendor's name. Summer of the Arts reserves the right to rearrange the vendor plan and relocate the assigned spaces. **There will be no negotiation of location placement.**
14. **CARE OF VENDOR SPACE** - The vendor will keep its space in good order. **The entire Festival area is non-smoking; smoking is NOT allowed in any vendor space at any time or within festival grounds.**
15. **SUBLETTING OF VENDOR SPACE** - The vendor may not assign or sublet any space allotted to it and may not advertise or display goods other than those sold by them in the regular course of its business. The space assigned to the vendor is for its own exclusive use and may be used only for the display and sale of its goods and services.
16. **SIGNS** - All signs must be contained within the vendor's allotted space in the Vendor tents and all signage must be neatly displayed and maintained. **Large banner flags are not permitted.**
17. **NOISE AND SOUND SYSTEMS** - Vendors are not allowed to operate music or public address systems on the Festival site. Electrical generators must be preapproved due to possible interference with the Festival sound system.
18. **VEHICLE ACCESS** - Vendors will be allowed to utilize vehicles to move equipment and goods to the site only at times designated by the Festival; generally in the morning hours preceding the Festival start and in the evening following the Festival close. **Vehicles MUST be off the street one (1) hour before the start of the Festival.** Vehicles will not be allowed into the festival area for re-supply of goods during the Festival hours. Vehicles will not be allowed next to the Festival tents for preparation or vending. Check with event staff if assistance is needed.
19. **VENDOR PARKING** - Food Vendors will be issued **one (1) parking permit per booth space** to park their vehicle in designated parking near the festival grounds. This is usually on a nearby street at reserved meters. There is no cost to the vendor, the festival provides this space as a courtesy. **Trailers are considered an additional vehicle.**
20. **TRASH AND REFUSE** - Vendors must dispose of all trash in the dumpsters provided by the Festival. Recyclable materials must be placed in the appropriate dumpsters designated by the Festival. Vendors are expected to clean up their area regularly during the event and thoroughly at the closing of the Festival - each booth area must be left clean. Failure to thoroughly clean the assigned vendor space will result in a cleaning fee of \$100. **No dumping of any product, liquid or solid, is allowed anywhere on festival grounds.** Illegal dumping is subject to fines – vendors are responsible for all costs resulting from the improper disposal of materials. **If you have oil/grease to dispose of please make arrangements with one of the downtown disposal sites prior to set up. Do NOT pour it down the city drains!**
21. **CODE COMPLIANCE** - All cooking, holding, preparation, refrigeration and associated vendor equipment must comply with all codes, including, but not limited to Iowa City Fire, Electrical and Temporary Structure Codes as well as Johnson County Public Health Department Codes. **INSPECTORS WILL BE ON SITE.**
22. **FIRE EXTINGUISHER** – All food vendors must have at least one working fire extinguisher in their booths at all times each day of the festival. If you will be using oil you must have a Class K extinguisher, all others having ordinary combustibles need a type 2A10BC extinguisher.
23. **TEMPORARY FOOD PERMIT** – All vendors are responsible for obtaining a Mobile Food Unit License or a Temporary Food Service Establishment License ([http://www.johnson-county.com/dept\\_health.aspx?id=6277](http://www.johnson-county.com/dept_health.aspx?id=6277)) from the Johnson County Health Department **at least one week prior to the start of each festival.** **Failure to do so will result in not being able to vend at the Festival. Not passing inspection could result in not being able to vend at the Festival. No refunds will be issued in either case.**
24. **SALES TAX ID** - Each vendor whose sales will be subject to sales tax must submit their Sales Tax ID # to the Festival on their vendor application. Vendors whose sales will not be subject to sales tax must submit a copy of their non-profit exemption letter and a statement that their sales are not subject to sales tax and the reason for the exemption at least 30 days prior to the Festival.

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25. **LIABILITY, INSURANCE AND INDEMNIFICATION** - Please arrange with your insurance carrier for a \$1,000,000 Comprehensive Liability Certificate of Insurance and an Additional Insured Endorsement\*\* Summer of the Arts, Inc. and the City of Iowa City, IA, must be named as Additional Insured Parties. The dates of the coverage should be May 30, 2019, through August 5, 2019. Please have the certificate sent directly by your agent to Summer of the Arts via email to [logistics@summerofthearts.org](mailto:logistics@summerofthearts.org) by May 1, 2019. A food concession booth may not be operated at the Festival without this insurance.

Each vendor accepts full responsibility for all liability for damages to persons or property arising out of its use and occupancy of the Festival site and further understands that the site is the property of the City of Iowa City and that neither the City, the Iowa City Parks and Recreation Commission nor the Summer of the Arts, Inc. assumes any responsibility for damages or losses that may occur to the vendor, its employees, agents or property by reason of such occupancy.

\*\*Each vendor shall submit to Summer of the Arts, Inc., a certified copy of a policy of public liability insurance from a company acceptable to the Summer of the Arts Board naming: the Summer of the Arts, the City of Iowa City, Iowa, and their officers, directors, officials, agents or employees of such corporations, subdivisions or agencies with respect to their acts in the course of their employment, but only as respects to their involvement in the Summer of the Arts, Inc.; and any other party or entity who might have an interest in the premises about to be used as additional insured for any damages which may be sustained as a consequence of the vendors' exercise of rights under this Agreement, with minimum liability limits of not less than \$1,000,000.00 combined single limit for bodily injury and property damage. Said policy and certificate naming additional insured shall contain a ten-day cancellation clause and shall include product liability coverage and personal liability (A, B, C) with the same limits as aforesaid. The vendor further agrees to indemnify and hold harmless the Summer of the Arts, Inc. and the City of Iowa City, and any other party required to be named as an additional insured above, from any and all damages in excess or not covered by the insurance coverage provided under the terms of this Agreement which are occasioned directly or indirectly by the operation of the vendor of the premises, including without limitation by reason of enumeration injuries or damages to persons or property sustained by the public, vendors' employees or agents other exhibitors or concessionaires.

26. **CANCELLATIONS/REFUNDS** – If cancellations are received by **April 30, 2019** for Iowa Arts Festival or **June 4, 2019** for Iowa City Jazz Festival, you will receive a refund, minus a \$100 cancellation fee. Cancellations received after these deadlines will not receive any refund. All cancellations must be made in writing to Summer of the Arts. **The vendor agrees that if they must clear the area due to inclement weather/acts of nature there will be no refund of costs or fees.**
27. **MEDIA RIGHTS** – Food Vendor agrees to allow Summer of the Arts to photograph and record vendor's areas and permits use of such photographs and recordings for promotional and fundraising purposes. All media access and relations will be coordinated through Summer of the Arts prior to and during the festivals.
28. **SPONSORS** – Summer of the Arts reserves the right to choose event sponsors. This may include exclusive sponsorships of products and services. We will notify you via email of any exclusive agreements entered into by Summer of the Arts that may affect your vending at the Festival.
29. **TERMINIATION** – Summer of the Arts may terminate this Contract at any time if food vendor fails to perform any obligation described in this Contract and its attachments.
30. **MANDATORY VENDOR MEETING** – All accepted food vendors **MUST** attend a vendor meeting with Festival organizers and the Johnson County Health Inspector. Important information will be shared regarding inspection requirements, festival news and updates, and order placement for the compostable food ware products. **This mandatory meeting will be held on April 3, 2019 and all accepted food vendors will be provided additional information with their acceptance notification.**

**All decisions of Summer of the Arts with regard to the vendor applications are final. Summer of the Arts makes no guarantee or representation of the profitability or success of vending operations.**

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