



2012 Food Vendor Application and Agreement

General: The **2012 International Festival of Burnsville** ("Festival") will take place on Saturday, June 16, 2012 in Nicollet Commons Park in Burnsville, MN. There will be a designated section ("Area") within or immediately adjacent to the Park for food vendors ("Vendor") to sell their products during the Festival. **All Food Vendors must be a licensed Food Establishment with the State of MN.**

Participation: Vendor can rent a location ("Space") to exhibit and sell their products within the Area on a first come, first served basis by completing Page 2 of this form and submitting **both pages** via US mail, e-mail or fax by **May 13, 2011**. Vendor will receive written confirmation of their accepted application and food items that will be allowable for sale. Vendors are encouraged to prepare unique international festival fare, as *no duplication of food items* will be allowed. **Vendor's fare will be selected on a first come, first served basis by May 18, 2012.** The location of Vendor's Space will be at the sole discretion of the Festival committee.

Hours of Operation: The Festival will operate from **3:00 to 9:00 PM** with musicians and entertainers performing continuously throughout the afternoon and evening. All Vendors are required to be ready to conduct business by 3:00 PM and continue until at least 9:00 PM.

Acceptable Payment for Products Sold & Vendor Participation Fee: Vendor hereby agrees to only accept Festival Tickets ("Tickets") as payment for the purchase of its product(s). Tickets will be sold throughout the day of the Festival by International Festival of Burnsville ("Promoter") **at a cost of \$1.00 per ticket**. Vendor will at its sole discretion, determine how many Tickets it will collect for each food item that it sells. At the conclusion of the Festival, Vendor shall submit all collected Tickets to Promoter. Within two weeks, Promoter will send a check for an amount equal to the full face value of all Tickets presented for redemption, less Twenty Percent (20%). Said 20% shall be retained by Promoter as a charge ("Event Fee") for Vendor to have conducted business at the Festival. Payment of any applicable sales or other taxes is the responsibility of the Vendor.

Vendor warrants that it will not accept cash or any other form of payment for the purchase of its products during the Festival. In the event Promoter determines that a Vendor is accepting cash or any other form of payment during the Festival, Promoter will direct that Vendor to immediately cease conducting business and leave the Festival Area. In addition and as a penalty for non-compliance with this agreement, that Vendor expressly agrees to forfeit any and all redemption rights for any previously collected Tickets and waives all right of claim whatsoever against Promoter, its officers, directors, principals or committee members.

Vendor Equipment: Fee to participate as a food vendor is **\$125.00. (This fee is non-refundable)**. The "Festival" will provide one 10x10 ft tent, plus two 8-ft tables and two chairs. Or vendors may furnish their own display tables, tents, or booths and receive a **\$50 discount** off of the registration fee. Tents and booths are to be no larger than 10' x 10' and cannot exceed 9' in height. Vendors requiring additional space must obtain permission from Promoter at time of registration. Promoter reserves the right to charge a fee for said additional space. Tents cannot be staked into the ground. Sandbags are recommended for securing the tents. A limited number of self-contained vending vehicles or trailers will be allowed. Vendors will be required to provide all equipment to be used in the preparation and serving of food and drink items, including refrigeration if necessary. All vendors and their equipment must comply with applicable local and state health, fire and public safety codes. **Vendor must have a workable fire extinguisher on site if heating devices of any kind are to be used in the preparation of food items.**

Banners & Signage: Signs and/or banners pertaining to Vendor's concessions must be attached to the tent, display table, booth, vehicle or trailer and cannot project beyond its height.

Setup/Teardown: Vendors will be allowed to set up beginning at 11 AM the day of the Festival and must be finished with setup no later than 2:45 PM, all vendors are required to continue operating until at least 9:00 PM. Teardown will be permitted after 9 PM. Vendor will be responsible for properly disposing of all trash and debris from their Space during teardown. Under no circumstances will any teardown be allowed while musicians are performing on the stage. Promoter reserves the right to charge a \$50 clean-up fee for all trash not properly disposed of. Trash receptacles will be available throughout the vending area.

**International Festival of Burnsville
Food and Beverage Application and Agreement Page 2**

Electrical Power: Each Space will have available one (1) 110 volt, 20 amp electrical circuit at no additional cost. Vendors requiring more power should be prepared to provide their own "Whisper-quiet" or other similar technology generator.

Permits: Promoter has purchased a blanket vending permit from the City of Burnsville. Vendor will not need any additional vending permits from the City to conduct business during the Festival. Vendor will be solely responsible for obtaining any necessary state health permits. **Vendor must provide proof of insurance.**
For information on how to obtain the necessary MN Health department permit, go to: <http://www.health.state.mn.us>
Most vendors will require a **Special Event Food Stand.**

Public Health & Sanitation: No food items that have been prepared at home will be allowed for sale. Wastewater must be discharged into an approved sanitary sewer or holding tank. Ground surface discharge is not permitted. All meat and food products must be stored in accordance with accepted health regulations and local ordinances.

Disclaimer and Indemnity: The Festival will be held rain or shine to the best abilities of the Promoter. Promoter makes no representation as to the number of potential Festival attendees and assumes no liability for any financial loss due to Vendor's operation at the Festival. Vendor assumes all responsibility for a) loss, personal injury and/or liability for any damage to its property or merchandise; and b) any sickness or illness caused from the food and/or drink served from its concession. Vendor expressly agrees to indemnify, protect and hold harmless the Promoter; it's officers, directors, principals, executive committee members, Festival sponsors and the City of Burnsville, Minnesota from any liability whatsoever in connection with this event.

This section completed by Vendor:

Business/Organization Name: _____ Contact Person: _____

Will you provide your own tent/booth or IFB provide? _____

Address: _____ **List food items to be sold (no beverages)** **Ticket Price**

City, State: _____ Zip: _____ _____

Telephone: (____) _____ Day/Night _____

Alternate Phone _____

E-Mail: _____

I agree to the conditions of the Festival and the terms and conditions set forth in this document. I understand that the Promoter herein has the sole authority to designate which of the items listed above as "to be sold", I will actually be allowed to sell during the Festival and that until I receive a copy of this application signed by the Promoter or it's representative that no agreement exists. I further understand that the Promoter is not responsible for applications that are lost or not received.

Signed: _____ **Date:** _____

Please return with \$125 **non-refundable** payment to the International Festival of Burnsville.
By mail: 100 Civic Center Pkwy., Burnsville, MN 55337; Fax: 952-895-4462

For questions about Food Vending process, policies or procedures please contact:
David Fong at 651-750-8804 or davidjr@dfongs.com or Julie Dorshak: 952-895-4509,
Julie.dorshak@ci.burnsville.mn.us

Office Use: Date Received: ____/____/____ Space #: _____ \$125.00 Fee pd: _____
Approved: ____/____/____ Approved by: _____ **3-12-2012**