



Food Truck Agreement

2019 World Rhythm Fest

Saturday, July 6, 2019

11:00 a.m. to 9:00 p.m.

The Wellington Amphitheater 12100 Forest Hill Blvd, Wellington, FL 33414

FOOD VENDOR AGREEMENT

This agreement is by and between Food Truck Vendor and GulliMusic, LLC. For World Rhythm Fest

FOOD TRUCK VENDORS:

WHEN: The World Rhythm Fest, applications must be received by May 1, 2019.

Vendor/Applicant Name: _____

Business Name: _____

Mailing Address: _____

Phone: _____

E-mail Address: _____

HOW: Submit the completed application form with items listed below. Applications are available at www.worldrhythmfest.com
(Click on vendor to download) **Incomplete applications will not be considered.**

- Menu with Prices limited to 10 items that you will serve at the Festival
- Space requirements/ Truck measurements (include all equipment both inside and outside of your truck)
- Description of product
- Truck Photo completely set up with all equipment in place
- Business website or social media page
- **Mail all payments and application information to:**

*Attn: World Rhythm Fest
415 Glenwood Dr Drive Suite 415
West Palm Beach, FL 33415*

Note: you may email all application information and fee to info@gullimusic.com. Applications will not be processed until the fee has been received.

ACCEPTANCE:

- Vendors will be notified via email or phone of confirmation
- All fees are due *after* you've received acceptance notification

PAYMENTS & FEES

Food Truck Vendor will:

- Pay a fee of \$250.00 for the right to be one of only four exclusive food truck vendors at the World Rhythm Fest on July 6 2019.
- Provide a quality food product and a food truck that is staffed by clean, professional and courteous personnel.

- ALL food vendors must provide Product Liability Insurance for sale or distribution of any products (i.e. food, beverages, etc.) at the event. Each vendor (an entity in the business of making a profit) must provide a certificate of insurance which provides for \$1,000,000 Products Liability Insurance and must name the WRF as an Additional Insured.

RULES AND REGULATIONS FOR ALL FOOD & SNACK VENDORS ON-SITE

- All Food/Snack Vendors **MUST** accept at least 1 major credit card in addition to cash from customers at EVENT. This includes Master Card, Visa or American Express.
- All vendors with flames must have CURRENT 2A1OBC minimum rating fire extinguishers with current service tags
- All vendors deep fat frying must have CURRENT K-Type fire extinguishers with current service tags. All other food vendors must have current 2A1OBC minimum-rating fire extinguishers
- All vendors with propane tanks are required to bring all necessary equipment to properly secure them. Parking meters, street signs and trees are not usually available to secure propane tanks

WASTE:

- No grease or gray water disposal is available.
- No water provided by EVENT
- Each Food/Snack Vendors are required to have a trash receptacle and are responsible for removing debris and ensuring the general cleanliness of their area.

HEALTH PERMIT:

- All Food/Snack Vendors must apply and be approved for a Temporary Event License. Vendors must follow all rules set forth in the 'Guidelines for Temporary Events' produced by the DBPR Division of Hotels and Restaurants and are solely responsible for meeting all requirements. Inspectors will be on site to license and inspect vendors.
- Food Service Establishment Vendors who do not have an annual license through DBPR must apply for and purchase a temporary event license. *For a copy of their requirements & guidelines, contact the DBPR at 850.487.1395.*
- Vendors possessing a DBPR issued license to sell food in the state of Florida must bring their license to the event as proof for the DBPR inspector.
- *Non-profit organizations are exempt from the DBPR temporary license requirement, but must be a registered non-profit organization 501(c)(3) and have proof of their non-profit status on file with FAFO and on site for inspection by the State at the event.*
- Temporary Food Service Establishment Permit must be obtained by Vendor prior to set-up at EVENT.

**If you have any questions or concerns contract Elaine Ashley at 561-299-0028.*

CERTIFICATE OF INSURANCE:

- Provide a certificate of liability insurance for \$1,000,000 naming City of Wellington as Additional Insured: (in the Description box it should read) City of Wellington (include date of festival). **ADD TO THE DESCRIPTION BOX THE DATES OF EVENT.**

CHECK-IN/SET-UP:

- Food/Snack Vendors are required to check-in with City Event Staff prior to setting up. Check-in information will be provided no later than the Monday, April 14 prior to the festival.
- Photo ID is required at time of check-in
- Booths must be set-up by **10:00** a.m., open by 11:00 a.m. and remain open until 9:00 p.m.
- Food/Snack Vendors must claim their assigned parking space no later than 9:00 a.m. on Saturday morning or it will be forfeited
- Food/Snack Vendors must be present and open for business during ALL festival hours. (unless alternative arrangements have been agreed upon) No allowed past the close of the festival.

ELECTRICITY:

- EVENT will NOT provide electricity.

MENU:

- Food/Snack Vendors are allowed to sell only menu items that were submitted in this EVENT application.
- Prices of menu items are approved during the selection process. Changes to menu pricing are not allowed.

SPACE:

- Food/Snack Vendors will abide by EVENT staff requirements regarding location(s). EVENT reserves the right to change a vendor location at any time.
- Food/Snack Vendors will provide all required equipment for operations and sales

ON- SITE SAFETY & SECURITY

- Applicants shall sell and serve food at their own risk.
- Applicants must obey all pertinent safety codes and laws, including, but not limited to, fire, safety and parking regulations
- EVENT reserves the right to shut down any vendors not meeting cleanliness and food storage safety codes and laws
- All canopies, tents and other temporary structures must be weighted before you are permitted to open. Booths may not open until properly weighted.

WEATHER:

World Rhythm Fest will take place rain or shine. Only severe or inclement weather will result in event cancellation or closure.

PHOTOGRAPHY & PROMOTION:

Event participants agree to allow use of video and photography taken by Festival organizers at the event for promotional purposes.

Any photos taken by the event are the property of the Festival.

BEVERAGE RULES

Alcohol may NOT be sold at this EVENT

FOOD AND SNACK VENDORS ARE INDEPENDENT CONTRACTORS

Vendors execute this Agreement as independent contractors and shall at all times have complete supervision, direction, and control over the services to fulfill requirements. Vendors execute this agreement as independent contractors, not as an employee of EVENT. Vendors will assume responsibility for appropriate payment of payroll taxes and charges under applicable federal, state and local law. Vendors agree to take complete responsibility for paying the appropriate federal and state taxes as independent contractors.

MUNICIPAL CODES, LICENSING & TAXES

- Applicants will *obey all pertinent codes*, laws, ordinances and regulations.
- Installation and operation of *any exhibits not meeting event approval* are prohibited.

LIABILITY DISCLAIMER

- Applicants *must comply with all Festival, municipal and state rules*, regulations and policies listed in this application, or policies included in the applicant acceptance notification. Any noncompliance will cause elimination and applicant may be immediately removed from the Festival with no refund of fees or compensation for expenditures.
- World Rhythm Fest, in their sole discretion, may *reserve the right to refuse participation* by any applicant, entertainer, food vendor or any other such participant for any reason.
- World Rhythm Fest, is *not liable for refunds* or any other liabilities whatsoever for applicant's failure to obey the rules and regulations or due to the unstable condition of the area in which the Festival is produced, caused by, but not limited to, weather, fire or other calamity, any act of nature, public enemy, strikes, statutes, ordinances of any legal authority or any other cause beyond the City of Wellington's control.
- By fulfilling application and engaging in participation, all applicants *release and hold harmless* the World Rhythm Fest, from any and all liability, as outlined in the rules and regulations.
- *Applications and/or acceptance notifications are not contracts.*
- Payment of \$250.00 is due upon signing of this agreement. Make check payable to Gullimusic, LLC.
All fees are non-refundable. (*alternative payment schedule may be requested by food vendor*)
- No rain/weather refunds will be granted.
- **Agreement with payment must received by June 1 2019**

CANCELLATIONS

For cancellations received on or before May 1st, 2019 fee is refundable, less a \$50.00 processing fee will be returned to the vendor. **No refunds will be given after May 1st, 2019 under any circumstances**

ADDITIONAL GUIDELINES

- Vendors may not sell items bearing the event name or likeness.
- Professional behavior and dress is required and will be determined at the sole discretion of FAFO.
- Small radios are allowed. Amplification equipment is NOT permitted.
- Vendors are **PROHIBITED FROM SMOKING WITHIN THE EVENT SITE.**
- Vendors are prohibited from having animals within the confines of the event, except for legitimate service animals as authorized by State Statute and ADA standards.
- "Pushing" sales to passing customers is prohibited.

THE VENDOR CERTIFIES THAT THE INFORMATION ON THE VENDOR CONTRACT IS A CORRECT DEPICTION OF THE SERVICES AND PRODUCTS TO BE PROVIDED BY THE VENDOR AT THE EVENT. THE VENDOR UNDERSTANDS THAT FAILURE TO FOLLOW VENDOR PERMIT TERMS AS DESCRIBED AND STIPULATED HEREIN WILL RESULT IN INELIGIBILITY FOR THIS AND FUTURE EVENTS. THE VENDOR FURTHER AGREES TO ABIDE BY ALL TERMS OF THE VENDOR PERMIT FOR THIS EVENT AND TO HOLD HARMLESS AND INDEMNIFY THE CITY OF OCALA AGAINST ANY CLAIMS ARISING BY VIRTUE OF THEIR OCCUPANCY OF VENDOR SPACE AND PARTICIPATION IN THIS EVENT.

Vendor Signature

Date Signed

Printed Vendor Name

Vendor Business Name (please print)

Do you possess a license to sell food in the state of Florida?

Yes No

Total fee enclosed or amount to be charged: \$ _____

(please contact us if you request alternate payment schedule)

GENERAL RELEASE

The undersigned, individually and/or on behalf of the Company/Organization does hereby discharge, release, indemnify and hold harmless Fine World Rhythm Fest and the City of Wellington, its employees, agents and officers, and all other sponsoring organizations from any and all manner of actions, suit, damages or claims whatsoever arising from any loss or damage to the person or property of the undersigned and the undersigned's employees, volunteers, representatives or agents while in possession of Vendor space or participating in the World Rhythm Fest.

I understand that my vendor fee shall not be refunded if all or part of the event is cancelled, including but not limited to inclement weather or acts of nature.

I HAVE READ ALL THE RULES PERTAINING TO THIS CONTRACT AND AGREE TO ABIDE BY

THEM. Signature of Vendor _____

Please indicate your payment type and complete the necessary fields:

www.paypal.com – payable to gullimusicllc1@gmail.com

A. Check # _____

B. Money Order or Cashier's Check # _____

C. Credit Card (Indicate one): Visa MasterCard Discover American Express

Credit Card # _____

EXP DATE: _____ / _____

CVC Code: _____

Billing Address (Including City, State, Zip):

Printed Name on Credit Card: _____

Billing Phone #: _____

I agree to these terms and authorize this charge to my credit card listed above. I understand that a receipt will be mailed to the address listed above upon approval of charge.

Card Holder

Signature: _____

FOOD VENDORS: PROVIDE A DETAILED LIST OF ITEMS PROPOSED FOR SALE.

*Food vendors are limited to 10 items; you can utilize the remaining 4 spaces to enumerate additional food options in case one or more of your food items are denied. You must include the serving size (oz. per piece/serving) and price per serving for **ALL** items.

Item	Description	Serving Size	Price Per Item
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

