



TO: Potential Riverfest 2010 Food Vendors

FROM: Julie Shindler
Special Event/Vendor Coordinator
Riverfest 2010 Food Committee
Sharon Smith, Karl Freeman, Susan Curtis, Denise White, Angela Colclasure
& Brenda Majors

DATE: October 1, 2009

RE: 2010 Riverfest Food Vendor Application

Plans for Riverfest 2010, our 33rd anniversary year, are well underway! The dates for the 2010 festival are May 28, 29 and 30 (Memorial Day Weekend). We would like to offer you the opportunity to apply for food concession space at the festival.

After reviewing all applications, the Riverfest Food Committee will select the vendors to serve at the festival. Please keep in mind that the Riverfest Food Committee may change each year and that the selection criteria will be based on factors that are listed on page 3 of this application. **Do not assume that this year's committee is aware of your operation or any particular needs you may have.** Remember that you will be charged for space, including outside space for cookers, trailers, and any other equipment used to run your operation. All uses of space must be approved in advance by Riverfest.

Enclosed is an application along with Riverfest Regulations and Requirements, Health Department Guidelines, and electrical information. **Please read each item carefully**, then complete and sign the application and return it with a \$25.00 non-refundable application fee to the Riverfest office **by December 15, 2009**. This deadline will be strictly enforced. Please be sure to include a photograph of your operation with your completed application. If providing your own electrical panel board (see attached specifications), a descriptive photograph of your panel board must be included with completed application.

Acceptance notices and contracts will be mailed on February 1, 2010, and must be returned by March 1, 2010.

We appreciate your interest and look forward to another exciting and successful Riverfest. If you have any questions, please do not hesitate to contact us at the Riverfest office, (501) 255-3378.

Riverfest 2010 (May 28 - 30)
Food Vendor Dates, Deadlines and Costs
Summary Sheet

RIVERFEST 2010 DATES:	May 28, 29 & 30, 2010
TENTED SPACE SIZES:	10' x 10' (\$400)
➤ Riverfest Provides Tent	10' x 20' (\$775)
	10' x 30' (\$1150)
TRAILER SPACE RENTAL:	Length of concession trailer including tongue & awning x \$40.00 per linear foot
CART SPACE RENTAL:	\$275.00 per cart
SERVING SPACE RENTAL:	\$ 40.00 per linear foot
➤ Un-tented Space or Trailers	
➤ Prep Areas	
➤ Extra Storage Space	
SECURITY/CLEAN-UP DEPOSIT	\$ 100.00 per space (refundable by mail after the festival if area is left clean)
ELECTRICAL PANEL RENTAL	\$ 100.00 for weekend per location (non-refundable)
COMMISSION:	
For-Profit Vendors	30 percent of gross sales
Non-Profit Vendors	28 percent of gross sales
	(proof of non-profit status is required with application)
APPLICATION DEADLINE:	***December 15, 2009
ACCEPTANCE NOTICES AND CONTRACTS MAILED:	February 1, 2010
SIGNED CONTRACTS DUE TO OFFICE:	March 1, 2010
FOOD VENDOR ORIENTATION:	To be announced
MOTORIZED VEHICLE AUTHORIZATION FORM:	March 1, 2010
PROOF OF INSURANCE:	May 1, 2010

*****BECAUSE OF THE OVERWHELMING NUMBER OF APPLICANTS TO OUR FESTIVAL EACH YEAR, APPLICATIONS RECEIVED AFTER THE DECEMBER 15TH DEADLINE WILL NOT BE ACCEPTED. THANK YOU FOR YOUR UNDERSTANDING.**

RIVERFEST 2010 (MAY 28 - 30)

SELECTION CRITERIA

Potential Riverfest 2010 Food Vendors will be selected based upon the following:

- Suitability of menus. Choices are balanced to offer new and popular selections throughout the site. Variety is critical to our 2010 selection process.
- Ability to serve a quality product in a timely manner.
- Cooperation with Riverfest staff and committee.
- Cooperation with Health Department staff.
- Ability to absorb loss of sales due to inclement weather, which may force the closing of the festival.
- Past or potential performance at the festival in the following areas:
 1. Ability to meet Health Department requirements.
 2. Completion of ServSafe Course.
 3. Past or potential sales performance.
 4. Presentation at point-of-sale.

ANY POTENTIAL FOOD VENDOR MUST UNDERSTAND THAT:

- **Riverfest offers no guarantee for food sales.**
- **Riverfest is an investment and an outdoor event is always a gamble, particularly for a small vendor.** The cost to participate in the festival includes space rental, electrical panel board rental, insurance binders, product, equipment and sales commission to Riverfest.
- Vendor location on site is totally at the discretion of the Riverfest Food Committee. Please do not make site location requests. **No vendor will be leased more than two locations on site unless vendor has been deemed “exclusive”.**
- Vendors must vacate the site on Sunday night after final settlement unless prior written approval is given to vacate on Monday.
- Vendors must follow Act 370, which requires, “promoters or organizers of special events to obtain daily reports of taxable sales from vendor to provide for the administration of the act and for other purposes.”

FOOD VENDOR REGULATIONS AND REQUIREMENTS

HOURS of OPERATION

The food concession shall be open for business and operated by vendor during the entire time that Riverfest is open to the public. Festival hours are:

Friday, May 28	6:00 p.m. to 11:00 p.m.
Saturday, May 29	10:00 a.m. to 11:00 p.m.
Sunday, May 30	12:00 p.m. to 11:00 p.m.

Vendors must vacate the site on Sunday night after final settlement unless prior written approval is given to vacate on Monday.

DISTRIBUTION OF LITERATURE, CAUSE MARKETING, DONATIONS

Vendor may not distribute literature, coupons, or other materials without prior written approval from Riverfest, Inc. Vendor may not publicly represent or be affiliated with a cause (cancer, arthritis, etc.) or solicit donations of any kind.

COMMISSIONS AND PAYMENT

Rental fees are payable in advance and should be attached to and returned with the executed contract upon notification of acceptance. In exchange for the right to sell food during Riverfest, the vendor agrees to pay Riverfest:

1. **SERVING SPACE RENTAL:**

Tented space sizes:	10'x10' (\$400)
➤ <i>Riverfest provides the tent;</i>	10'x20' (\$775)
<i>Vendors may not use their own.</i>	10'x30' (\$1150)

TRAILER SPACE RENTAL: Length of concession trailer including the tongue x \$40.00 per linear foot

CART SPACE RENTAL: \$275.00 per cart

Rental fee is the same for all vendors at \$40.00 per linear foot. In addition to your tented or trailer serving space, you may rent additional space including outside space, **if available**, for a cooker, smoker, product storage or other approved use.

SERVING SPACE RENTAL: \$ 40.00 per linear foot

- ***Un-tented Space or Trailers***
- ***Prep Areas***
- ***Extra Storage Space***

2. **ELECTRICAL / PANEL BOARD** \$100.00 (non-refundable) per location

Vendors may either rent a panel board from Riverfest, Inc. or provide their own. If renting from Riverfest, vendor must provide an electrical plug that will fit the Riverfest-provided panel board (see Electrical Needs attachment for these specifications). If vendor chooses to provide their own panel board, it must meet specifications outlined in the Electrical Needs attachment of these regulations. Your application must include a descriptive photograph of your panel board. **COME PREPARED.** Riverfest electricians will not be responsible for getting your panel board to specification, or for providing the hardware/plug for you to use the Riverfest-provided board. There will be additional fees for any last minute electrical hook-ups that were not described on your application. Be very specific.

3. **SECURITY/CLEAN-UP DEPOSIT** \$100.00 (refundable)

To insure that vendor location is clean and all equipment is accounted for, **each** vendor location must pay a \$100.00 clean-up/security deposit. If your area is clean upon inspection at the end of the festival, your deposit will be refunded to you by mail.

4. **COMMISSION**

For-profit vendors will pay a commission of 30% of gross sales to Riverfest, Inc. Non-profit vendors (and those vendors paired with non-profit organizations) will pay a commission to Riverfest, Inc. of 28% of gross sales. A current letter of non-profit status is required to be considered a non-profit vendor.

5. **ONLY RIVER MONEY MAY BE ACCEPTED AS PAYMENT BY FOOD VENDORS**

If you feel you cannot comply with this rule, do not apply. There will be no exceptions!!

6. **COMPLIANCE WITH ACT 370**

The vendor shall be responsible for the collection and payment of any tax upon the gross receipts as required by state, county or city law. Act 370 requires "promoters or organizers of special events to obtain daily reports of taxable sales from vendor to provide for the administration of the act; and for other purposes."

7. **PRICING OF MENU ITEMS**

All menu prices will include sales tax.

8. **PARTICIPATING WITH NON-PROFIT ORGANIZATIONS**

All vendors participating with a non-profit organization will be responsible for distributing to that organization its share of gross sales. Riverfest will not be responsible to any non-profit organization for the payment of its share. Vendor will be responsible for supervising all non-profit organizations to insure that its volunteers comply with all rules and regulations.

9. **FINAL SETTLEMENT**

Final settlement with Riverfest Treasury will be on Sunday night, May 30, 2010, after the festival closes to the public. **In case of rain or any other incident, Rivermoney will not be weighed wet.**

FOOD PREPARATION

HEALTH DEPARTMENT REQUIREMENTS WILL BE STRICTLY ENFORCED! Please read the enclosed “Guidelines for Temporary Food Service Operations” carefully. Riverfest is not responsible for any food vendor negligence or non-compliance with guidelines.

1. All vendors must have a valid Food Service Operation Permit from the State Health Department prior to opening for business. Restaurants must have an on-site permit if not operating out of a Health Department approved facility.
2. The state health department has adopted the Federal Food Code which now requires that every food vendor either take a ServSafe Course or show knowledge of the new food code. It is preferred that each food vendor take the ServSafe Course and supply a copy of the certificate. See attached letter for more information.
3. All food must be prepared on-site in a Health Department approved facility, unless catering in from an approved kitchen, at which time it must maintain a safe temperature in route. A representative of the State Health Department will issue a temporary Food Service Operation Permit to approved vendors on Friday, May 28.
4. All menu items sold must be individually wrapped or packaged.
5. Food vendor must have at their location a hand wash facility consisting of an insulated container (5 gallon) with warm water and a spigot that can be turned or flipped on. The spigot should remain on until turned or flipped off leaving hands free to be washed. The hand wash facility must be equipped with a waste holding container and a large funnel, large enough to cover the area of splash from hand washing. The purpose of the funnel is to drain into the waste holding container.
6. Health Department Guidelines require all vendors preparing potentially hazardous foods (see attached “Guidelines for Temporary Food Service Operations” for definition) to have access to a three (3) compartment sink equipped with hot and cold running water under pressure or gravity flow. *Riverfest, Inc. will provide a wash area at each tent group on-site for vendors renting tent space. Vendor must bring at least three sets of utensils to avoid frequent trips to the wash area. Vendors serving food from a trailer must have a three (3) compartment sink (separate from their hand wash facility) equipped with hot and cold running water under pressure or gravity flow. The sink must be large enough to submerge their largest utensil.*
7. All vendors preparing non-potential hazardous foods (see attached “Guidelines for Temporary Food Service Operations” for definition) must have a two (2) compartment sink with hot and cold running water.
8. All persons working in the food vendor area must wear hats or visors at all times.
9. Ice will be sold by Riverfest, Inc. on-site. *Ice must be a minimum of six (6) inches off the ground.*

PREMISES

- All decisions regarding location are at the discretion of the Riverfest Food Committee. No site requests are honored.
- **Vendor** must supply their own tables and chairs.

- **Vendor** shall provide adequate trash receptacles with trash bags outside its premises. All garbage containers shall have tight-fitting lids, lined with plastic garbage bags.
- **Vendor** must supply white water hose.

PREMISES CONTINUED

- **Vendor** must take steps to adequately store or refrigerate foods. Riverfest will not be responsible for food spoilage due to weather conditions.
- Vendor must supply an electrical/grease fire extinguisher that has a current certification.
- Premises should be left in as good condition as the vendor found them; this includes picking up trash at and around vendor area.
- Riverfest will provide wooden pallets so that all equipment, supplies, etc. can be positioned/stored off the ground so that the site can be cleaned each evening with a fire hose.

MENU SELECTIONS

1. To avoid duplication and insure variety, all menus and menu changes or substitutions must be approved by the Riverfest Food Committee.
2. Proposed menu and prices should be submitted with application.
3. **Final** menu and prices to be submitted with contract upon acceptance.
4. Only food pre-approved by Riverfest may be sold.
5. **NO BEVERAGES may be sold by food vendors. If vendors is found in violation of this policy, vendor food location will be immediately shut down and you will be asked to leave the premises at the close of the festival and will not be allowed to reapply for future events.**
6. **NO** price changes after the contract has been signed.
7. Please list all food items that you have the ability and willingness to prepare. Riverfest, Inc. will make choices from your menu list.
8. Menu pricing must be in \$1.00 increments.

SIGNS

Riverfest will provide vendor with a sign identifying its establishment and describing the menu and prices. Any additional signs must be provided by vendor and hung **inside** at the **back** of the tent. Vendors wishing to display other signs or banners **outside** of your tent must submit an accurate photograph with this application.

All signs must be pre-approved by Riverfest. Riverfest reserves the right to remove any sign that is not pre-approved.

PRICING SIGNS APPROVED & PROVIDED BY RIVERFEST MUST BE POSTED AT ALL TIMES. DO NOT REMOVE.

ABSOLUTELY NO TIP JARS ARE ALLOWED. *If vendor is found in violation of this policy, vendor food location will be immediately shut down and you will be asked to leave the premises at the close of the festival and will not be allowed to reapply for future events.*

ELECTRICAL NEEDS

Riverfront Park in Little Rock is undergoing drastic renovations that may effect our electrical distribution. Please be very specific on this application regarding all of your electrical needs. Please do not put "SAME AS LAST YEAR" on this application. We need to know everything that you want to bring that will require an electrical hook-up.

1. Vendor must detail specifically in the attached Application every item that will require electricity and the maximum amperage of each item. Riverfest will not be responsible for providing more amps than requested in the Application and on the Contract, if selected. If more amps are required, Riverfest will charge an additional fee.
2. **Vendor must supply own extension cords.**
3. Riverfest will supply power for vendors at a central distribution point. This power hookup will consist of one (1) 230-volt/50-amp range receptacle. Vendor is responsible for getting power to their location by means of a sixty (60) foot power cable equipped with one (1) 230-volt/50-amp male range plug on one end for plugging into furnished power source. The other end should be equipped with a surface mounted disconnect as illustrated on attached Electrical Needs. 220-volt and 115-volt plug-ins may be reduced in number as required for your operations. COME PREPARED.
4. Riverfest electricians will not be responsible for getting your panel board to specification or for providing the hardware/plug for you to use the Riverfest-provided board. NO EXCEPTIONS!
If your set-up requires more than 50 amps, you will be required to provide the adequate cord. PLEASE COME PREPARED.
5. If selected to serve at Riverfest and vendor agrees to provide own panel board as described above, Riverfest, Inc. must approve panel board **prior to the festival.** Send a descriptive photograph of your panel board with your application to avoid miscommunication.
6. Riverfest, Inc. will have a limited number of panel boards, as described in the COMMISSIONS AND PAYMENT section of these regulations, for rent at a cost of \$100.00 each for the weekend.
7. **Vendors are responsible for complying with Riverfest electrical requirements**, including hardware necessary to use Riverfest electrical panel boards (see attached), and for maintaining the working order of your equipment throughout the festival. In the event of a power failure, vendors are responsible for securing dry ice to keep foods cooled and for compliance with all Health Department and Riverfest guidelines.

SET-UP

1. **TRAILERS:** All Vendors that have been approved to serve out of a trailer will be required to place their trailer on Wednesday, May 26, 2010. Vendors will be notified by the Riverfest Food Committee prior to the event for more details and provided with a scheduled arrival time.
2. **TENTS:** Vendors that will be serving out of a **Riverfest provided tent** may set-up on Thursday, May 27, 2010. Vendors will be notified by the Riverfest Food Committee prior to the event for more details and will be provided with a scheduled arrival time.

3. Vendors must be **fully operational and ready for Health and Fire Department inspections** (you must be present during inspections) by 10:00 a.m. Friday, May 28.
4. All vendor vehicles must be off site by 12:00 p.m. on Friday, unless you have paid for a pre-approved refrigerated/storage vehicle. **THERE WILL BE NO VEHICLE PARKING ON SITE.**
5. Riverfest will open for business on Friday, May 28 at 6:00 p.m.
6. Vendor shall maintain the concession until Sunday, May 30 at 11:00 p.m. and depart the premises in an orderly fashion according to a schedule established by Riverfest.

RESTOCKING

Riverfest will provide on-site storage, both refrigerated and dry, for your use during the festival. The storage areas will be provided in close proximity to their food location. These storage areas will be restocked each morning prior to festival hours, if needed, and then no vehicles will be allowed back on-site once the festival opens.

No vendor vehicles may be parked on-site or have access to the site once the festival gates have opened each day. **THERE WILL BE NO EXCEPTION TO THIS POLICY.**

Vendors may restock during the designated time period (see below). Drivers will be responsible for driving **very slowly and following the designated route assigned by Riverfest.** If possible, restocking should be done without an automobile entering the site.

Restocking will be permitted during the following hours:

- Friday 12:00 midnight - Saturday 8:00 a.m.
- Saturday 12:00 midnight - Sunday 10:00 a.m.
- Automobiles will be allowed back on-site after 12:00 p.m. Sunday, May 30 through a designated route and entry point provided to you by Riverfest, Inc.

Vendor automobiles will NOT be allowed on-site at any other time than specified above. This policy will be strictly enforced.

NEW FOR 2010

- No Vendors will be allowed to bring a mule, four-wheeler, golf cart or similar vehicle for restocking on-site at anytime during festival operating hours. These vehicles are to be used for restocking purposes only, during the designated times listed above. **Vendor must have written approval by Riverfest before bringing this type vehicle on the Riverfest site and vehicle must be registered & permitted by Riverfest.** Riverfest reserves the right to authorize use of any vehicle on the Riverfest site at any time.

INDEMNIFICATION

Riverfest, Inc. agrees to obtain liability insurance to protect Riverfest against claims for losses, injury or property damage during the festival.

Vendor agrees to obtain commercial general liability insurance, from a company acceptable to Riverfest, in an amount no less than \$1,000,000 for bodily injury and property damage, including products. Vendor agrees to obtain liability insurance to protect vendor against all claims for losses, injury or property damages during the festival and to provide Riverfest with a certificate of insurance. **PROOF OF THIS INSURANCE WILL BE**

REQUIRED NO LATER THAN May 1, 2010. Proof of insurance may be included with this application if it will still be in effect through June 1, 2010.

The vendor agrees to indemnify and hold harmless Riverfest, Inc., the City of Little Rock, the City of North Little Rock and any of Riverfest sponsors, directors, agents or other vendors against loss resulting from any activity of the vendor during the festival.



THE FOLLOWING IS YOUR APPLICATION

PLEASE RETURN ALL OF THE FOLLOWING PAPERWORK TO INCLUDE:

_____ COMPLETED APPLICATION WITH SIGNATURE

_____ \$25 NON-REFUNDABLE APPLICATION FEE

_____ COMPLETED ELECTRICAL NEEDS FORM

_____ **DESCRIPTIVE PHOTOGRAPH* OF ENTIRE OPERATION TO INCLUDE:**

*If you have participated in Riverfest in prior years, do not assume that the same committee will be making the selections. Please make sure to include photographs of your tent, trailer or carts. Thank you.

a. _____ **DESCRIPTIVE PHOTO OF TENTED SPACE**

b. _____ **DESCRIPTIVE PHOTO OF *TRAILER**
**If bringing a trailer, please complete the "Trailer Measurement Diagram"*

c. _____ **DESCRIPTIVE PHOTO OF CART**

d. _____ **DESCRIPTIVE PHOTO OF REFRIGERATED TRUCK OR PRODUCT STORAGE VEHICLE (if applicable).**

e. _____ **DESCRIPTIVE PHOTOGRAPH OF ELECTRICAL PANEL BOARD (if providing own)**

RIVERFEST 2010
May 28 - 30
FOOD VENDOR APPLICATION

Please review the "Food Vendor Regulations and Requirements" and the "Guidelines for Temporary Food Service Operations" before completing application.

ORGANIZATION/VENDOR NAME _____

Contact Person (Mr. / Ms) _____

MAILING ADDRESS _____

City / State / Zip _____

Email Address _____

Home () _____ Business () _____ Cell () _____

Fax () _____

NONPROFIT __YES* __NO Tax ID # _____

*Non-profit vendors must submit proof of non-profit status.

FEES: See page two regarding space fees.

Please check below what type of space you are requesting, a tent and the size needed, a trailer and its size, including the tongue, a cart with size, and whether you are requesting outside space for prep or extra storage. You will be required to pay for the extra "outside space". If you have an interest in more than one food location on-site and have the ability to staff more than one, please check the "2nd location option" below. No vendor will be given more than two food locations unless they are an "exclusive" vendor. Riverfest has exclusivity agreements in the funnel cake and lemonade categories.

***TENT RENTAL:** (select one) 10' x 10' tent _____
(Riverfest Provided Tent) 10' x 20' tent _____
10' x 30' tent _____

2nd TENT LOCATION, IF SELECTED, AND GIVEN THE OPPORTUNITY:
(select one) 10' x 10' tent _____
10' x 20' tent _____
10' x 30' tent _____

**Please choose the proper size as you will be required to stay entirely within your space.*

OUTSIDE SPACE: Number of feet required: _____

Describe how outside space will be used:

TRAILER SPACE: Length of concession trailer*, including tongue _____

2nd TRAILER LOCATION, IF SELECTED, AND GIVEN THE OPPORTUNITY:

Length of concession trailer*, including tongue _____

*Please complete the attached diagram (page 11A) and attach a photo of your trailer.

OUTSIDE SPACE: Number of feet required: _____

Describe how outside space will be used:

CART SPACE: Number of carts _____

Size of cart _____

ELECTRICAL PANEL BOARD RENTAL

***If you have multiple location requests, please indicate which location request needs an electrical panel board.**

_____ Yes, I DO need to rent an electrical panel board.
Once a panel board is rented and reserved, the fee is non-refundable.

_____ No, I DO NOT need to rent an electrical panel board.
(Application must include **descriptive photograph** of your panel board)

TOTAL NUMBER OF AMPS NEEDED (PER LOCATION): _____

Detail specifically every item that will require electricity and the maximum amperage of each item:

___ Freezer	___ Refrigerator	___ Fans	___ Other
___ Hot Plates	___ Freezer	___ Fryers	___ Other
___ Warming Lamps	___ Food Warmer	___ Hot Dog Cookers	___ Other

**Once vendor sets up on-site, Riverfest will charge for any additional electrical requirements that are beyond what is described above.*

OTHER:

Water required (Trailers only): Yes _____ No _____

Water Barrel for waste required (Trailer only): Yes _____ No _____

Grease Barrel required:

Yes _____ No _____

MENUS AND PRICES:

Please include a list of your proposed menu and prices in \$1.00 increments.

Riverfest, Inc. is always seeking a variety in the food choices offered to our festival-goers. Please list all of the food items that you have the ability to prepare. This will be a factor in your selection.

Prices must be in increments of \$1.00. Riverfest will provide vendor with one sign per 10-foot rental space identifying its establishment and describing the menu and prices. Any additional signs must be provided by vendor and hung **inside** at the **back** of the tent. Vendors wishing to display other signs or banners outside of your tent must submit an accurate photograph with this application. All signs must be pre-approved by Riverfest. Riverfest reserves the right to remove any sign that is not pre-approved.

NO BEVERAGES may be sold by food vendors. If vendors is found in violation of this policy, vendor food location will be immediately shut down and you will be asked to leave the premises at the close of the festival and will not be allowed to reapply for future events.

<u>Menu Item(s)</u>	<u>Price(s)</u>
1. _____	\$ _____ .00
2. _____	\$ _____ .00
3. _____	\$ _____ .00
4. _____	\$ _____ .00
5. _____	\$ _____ .00
6. _____	\$ _____ .00
7. _____	\$ _____ .00
8. _____	\$ _____ .00
9. _____	\$ _____ .00
10. _____	\$ _____ .00
11. _____	\$ _____ .00