North Liberty Blues & BBQ Food Vendor Application

Key Dates for 2019

March 28 by 5 p.m. application and application fee due

April 26 accepted vendors notified

May 10 proof of insurance, food license application submitted, vendor fee due

May 21 compostable order and payment due

May 21 at 5:30 p.m. mandatory pre-event meeting

July 13 event at Centennial Park, 1565 St. Andrews Dr., North Liberty

Items of Interest

Application Fee This year to ensure commitment, we are requiring a \$100 application fee, which will be applied towards the total vendor fee. For applicants added to the waitlist, this fee will be refunded.

Volunteer Vouchers To accommodate our community volunteers who do not drink, we will require vendors to accept the volunteers' \$5 voucher towards the purchase of food (it will still also be good for a beer in the beverage garden). Vendors can bill us for any voucher redeemed beyond 20 by July 28 for reimbursement, though we appreciate any consideration vendors extend to us.

Site Overflow We cannot anticipate and accommodate vendors who set up outside of their assigned space. We will ask vendors who set up in the space between sites to remove items from that area.

Additional Expectations & Information

Compostables The Blues & BBQ team is committed to eco-friendly practices and reducing our landfill volume. Food vendors will again be required to use compostable and recyclable products ordered through the committee's selected vendor for the event. We will provide order and cost information for food containers and utensils after acceptance. Please plan to order enough materials for the entire event. Thank you for your cooperation as we work to reduce the waste produced by food vendor alley and other areas of our festival. Orders and payment will be due May 21.

Selection Process North Liberty Blues & BBQ reserves all rights to select vendors and approve menus. Selection criteria includes, but is not limited to, menu Items, local vendors versus out-of-town vendors, space availability, and utility needs.

Setup We will encourage set up on Friday, July 12. Day-of-event set up for food vendors will be evaluated on a case-by-case basis. No day-of-event set up is permitted without prior arrangements and approval.

Hours of Operation All vendors are expected and required to remain open from 11 a.m. until 9 p.m. Vendors may vend until 10:45 p.m. Vendors must have their cars out of the vendor area by 9:00 a.m. but may continue to set up their stand until 10:30 a.m. The Johnson County Health Department will be on-site for inspections the morning of July 13. Failure to meet these expectations will result in being asked to leave the festival with no refund and not being accepted as a vendor at future North Liberty Blues & BBQs.

Tents and Structures Shelters and canopies with weights, stakes and tie downs, tables, table coverings, chairs, equipment and signage are the sole responsibility of the vendor.

Signage All displays and items presented must be suitable for a family audience.

Compost, Trash and Clean-up Vendors are to use compostable food service containers, paper product, and utensils for all food sales. These items will be available to order at the vendor meeting and must be purchased through the committee's selected vendor. We realize some trash is inevitable with food preparation. Vendors are further responsible for their own waste and must use receptacles provided by the festival for all waste disposal. Clearly marked compost, recycle, and waste containers will be on hand during the event. Compost includes all food scraps, paper, compostable containers and utensils. Recyclable items include clean glass or plastic with the recycle triangle number 1 to 7. Volunteers will be also available to help vendors determine which products to trash and what can be recycled or composted. Overflow of waste is not acceptable. Once a bag is full vendors are responsible for carrying bags to the dumpster. Failure to comply will result in removal from the festival. At the end of the day, vendors MUST clean up their vending area and have a festival committee member inspect prior to leaving the event premises. Failure to use compostable service products, and failure to check-out or leave a clean vending area will affect consideration of vendor being accepted for future Blues & BBQ events.

Weather Vendors are expected to open and remain open rain or shine for the duration of operating hours 11:00 a.m. to 9 p.m. If weather conditions become hazardous, a festival coordinator will notify vendors to shut down. North Liberty Blues & BBQ is not responsible for the damage of any tents, equipment or persons due to weather conditions.

Cancellation In the event of the cancellation of North Liberty Blues & BBQ, fees will be handled in the following manner: if the event is cancelled prior to July 13, vendors will be refunded their full fee. If the event is cancelled before 4 p.m. on July 13, vendors will receive a 50% refund of the vending fee. If the event is cancelled after 4 p.m. on July 13, there will be no refunds.

Food Variety We ask that all prospective vendors list their menu items on the application so we can ensure a variety of offerings.

Beverage Sales and Consumption Vendors may not sell alcoholic beverages. Consuming alcoholic beverages outside the Beverage Garden is strictly prohibited.

Space Each vendor is allotted only an 18-foot wide by 15-foot deep space. One additional half site (approximately 9 feet wide by 15 feet deep) may be purchased for \$100, and must be requested on application. No additional space will be allowed for tents, set up, etc. without a prior written agreement from the festival. All signs and equipment must remain within the allotted space.

Location Vendor arrangement and location will be solely determined by the festival committee and is non-negotiable. Assignment will be given upon arrival to the festival.

Vehicle Access and Parking Vendors are expected to be set-up and have all vehicles off the street by 9:00 a.m. and will NOT be able to bring vehicles back on for re-supply of goods. Each vendor will be provided a space onsite for a single support vehicle during the event.

Utilities No vendor may exceed (2) 20 amp 110 volt outlets unless given permission from the festival and should consider this when planning their menu items. Vendors should plan on providing their own gas for cooking and other means for chilling items. Extension cords will not be provided. Potable water is available on site. All utilities are provided as is.

Change, Ice and Supplies Vendor is responsible for making change and providing ice. North Liberty Blues & BBQ will not have cash or ice to accommodate vendors.

Code Compliance All vendors must obtain a temporary vending license prior to the start of the festival. Failure to do so will result in not being able to vend at the festival; your vendor fee will not be refunded. A temporary vending license may be purchased from the Johnson County Public Health Department. All cooking, holding, preparation, refrigeration and associated vendor equipment must comply with all codes, including, but not limited to lowa City Fire, Electrical and Temporary Structure Codes as well as Johnson County Public Health Department Codes. INSPECTORS WILL BE ON SITE.

Liability and Insurance By participating as a vendor in North Liberty Blues & BBQ, the vendor expressly agrees to save, defend and hold the City of North Liberty, the North Liberty Community Betterment Group, North Liberty Blues & BBQ, its agents and sponsors harmless from any and all claims or damages caused directly or indirectly from the Vendor's operation at North Liberty Blues & BBQ. Vendor is responsible for obtaining adequate insurance to protect itself and meet its obligations under this Agreement.

Application Due Date All applications must be submitted online no later than 5 p.m. March 28. Your application will not be processed if it is not complete. Vendors will be notified of acceptance status no later than April 26. Applications and fees can be submitted electronically online at northlibertyblues.org.

Completing the Application Process After notification of acceptance, vending fee, deposit, proof of insurance, and mobile food kitchen permit/temporary food license application will be due no later than Monday, May 14. If this material is not received by this date, vendor will be

removed from the event. Vendors are responsible for obtaining a Temporary Food Establishment License for this event from the Johnson County Health Department. Upon notification of acceptance, you will need to apply for the Temporary Food Establishment License; proof of application [ES2] is due by May 10 to North Liberty Blues and BBQ.

Please contact Kevin Crall (319) 356-5968 or email food@northlibertyblues.org if you have questions.

Mandatory Meeting There is a mandatory vendor meeting on Tuesday, May 21 at 5:30 p.m. at the North Liberty Community Center, 520 Cherry Street.

Fees \$100 application fee, plus a \$300 vendor fee and additional \$100 site fee (if requested) can be paid by credit card online at northlibertyblues.org/food.

Future Consideration North Liberty Blues & BBQ reserves all rights and discretion to determine which vendors will be allowed to participate in future events. Consideration may be given to, but is not limited to, vehicles left on vendor alley after 11 a.m. on July 14, trash left on site, abandoned equipment after event, unhonored registration, late application or payment, lack of funds, missing the mandatory vendor meeting, occupying space beyond designated allotment and failing to check out with a Blues & BBQ representative before leaving the site.

BY EXECUTING THIS APPLICATION, VENDOR EXPRESSLY AGREES THAT IN THE EVENT THAT VENDOR IS NOT APPROVED BY THE JOHNSON COUNTY DEPARTMENT OF PUBLIC HEALTH OR DOES NOT FOLLOW THE ATTACHED RULES AND EXPECTATIONS OF THE EVENT, THAT VENDOR WILL NOT BE ALLOWED ACCESS TO BLUES & BBQ OR WILL BE REMOVED FROM BLUES & BBQ, AND THAT VENDOR SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT WILL HAVE NO RECOURSE AGAINST THE CITY OF NORTH LIBERTY, THE NORTH LIBERTY COMMUNITY BETTERMENT GROUP, NORTH LIBERTY BLUES & BBQ OR ITS SPONSORS FOR ANY DAMAGES CAUSED BY VENDOR'S FAILURE TO COMPLY.

North Liberty Blues & BBQ reserves the right to select, reject, limit, or restrict vendors. By submitting this application you agree to the terms contained herein and you agree to abide by the attached North Liberty Blues & BBQ Vendor Rules and Regulations, which are attached hereto.

The undersigned party, intending to be legally bound, waives or releases any and all rights and claims for damages the food vendor, the food vendor's heirs executors administrator and/or assigns, waive or release any and all rights and claims for damages I may have against North Liberty Blues & BBQ, the North Liberty Community Betterment Group, the City of North Liberty, and any other sponsors, directors, employees or volunteers of the same (hereinafter the Sponsors), for any and all injuries suffered to me in the event, or during any transit to or from this event. Furthermore, the food vendor agrees to hold harmless the Sponsors from any claims of third parties arising out of my participation in this even or during my transit to or from this event.

Any dispute regarding this application or Vendor's participation in North Liberty Blues & BBQ shall be governed by the laws of the State of Iowa and any court action shall be brought in the Iowa District Court in and for Johnson County.