



**DOWNTOWN PARTNERSHIP
STREET FESTIVAL
July 23 & 24, 2010
FOOD VENDOR AGREEMENT**

This agreement is between the Downtown Partnership (a division of the Iowa Quad City Chamber) and the signed Food Concession Vendor.

HOURS OF THE FESTIVAL:

Friday, July 23 10 AM – Midnight
Saturday, July 24 9 AM – Midnight

- Exhibitor must be present for the entire two-day event.
- Tear down will occur after Midnight, Saturday, July 24.

TERMS OF THIS AGREEMENT:

The following items must be submitted to the Downtown Partnership by May 14, 2010.

Scott County Health Department Temporary Food Application

All food vendors must provide the Downtown Partnership a copy of a current permit from the Scott County Health Department. The Temporary Food Application is available online at www.scottcountyiowa.com/health/food.php or by contacting the Scott County Health Department at 428 Western Avenue, Davenport, IA 52801. Telephone #: 563.326.8618.

Certificate of Insurance

A certificate of insurance must be included with the Food Vendor application. The minimum coverage of \$1,000,000.00 liability insurance, naming the Downtown Partnership – Iowa Quad Cities Chamber of Commerce, the City of Davenport, any sponsors, and any private property used by the Downtown Partnership Street Festival as additional insured. The Downtown Partnership – Iowa Quad City Chamber of Commerce, the City of Davenport, and any sponsors shall be held harmless for injury to person(s) or property incurred by the vendor as a result of their participation in the Street Festival.

Tax Identification

All vendors must provide a Tax Identification # or Social Security # as requested on the application. Contact the Iowa Department of Revenue at 563.386.6484.

Booth Photos

Submit photographs of your booth displaying a minimum of two sides and diagram of booth showing total square footage and serving side(s). Photographs will be returned upon acceptance. **Because we are monitoring the use of unauthorized products this year, please send photos even if you are a returning vendor.**

APPLICATION:

- All entries must be postmarked or received no later than **May 14, 2010**.
- A \$25 late fee will be assessed to all entries received after May 14. No applications will be accepted after **June 1, 2010**.
- All complete applications are dated upon receipt, which will be the order of selection and booth request priority.
- The booth fee and security deposit must be submitted upon application into the festival. No contracts will be accepted until completed application and all fees are received at the Downtown Partnership offices.

SELECTION:

- The selection process will take place as entries are received.
- The Street Fest Committee will be reviewing each application and determining acceptability. The available spaces will be filled by qualifying vendors.
- Upon acceptance, the vendor booth fee will be deposited and will **NOT BE REFUNDED**.
- Any vendor not selected will receive their undeposited check back.
- The Street Fest Committee reserves the right to limit the same types of food that can participate in the event.

CONFIRMATION:

- Confirmation will be made as applications are accepted. Space assignments will be sent by July 1, 2010.

BOOTHS:

- The Street Fest Committee will determine all vendor locations.
- **Vendors will not be allowed to move to a new location at any time.** Any vendor who disregards this rule will be immediately removed from the Street Fest and will automatically forfeit their deposit.
- Vendor/owner will be allowed to have more than one booth; however, they cannot sell the same items from both booths.
- **All menu items and prices must be posted throughout the entire event.**
- Each vendor must provide all equipment and materials for their booth. All materials must be stored within the confines of the area you are assigned on street level. Refrigerated trucks will not be allowed in your booth area.
- Vendor booths **will not be allowed to extend beyond the fifteen-foot (15')** deep mark (from the curb out), **nor the width** as specified on the enclosed contract. All items for your booth must fit within this vending area. Items cannot be stationed or stored on pedestrian sidewalks.
- **No grilling on sidewalks is allowed.** If you are using a fryer, you must provide a catch beneath the fryer, i.e., a mat or cardboard box to alleviate grease on the street. All vendors will be responsible for any property damage incurred in the area of their booth. Grills and equipment must fit within your booth space at street level. Do not station or store items on pedestrian sidewalks.
- **No** beer or alcoholic beverages may be sold at your concession booth. The Downtown Partnership will be selling bottled water, cans of pop, beer and wine coolers from three (3) locations within the festival as a major fundraiser.
- Vendors may only sell pop and bottled water at their concession booth **if purchased from the Downtown Partnership beverage tent**. These items must be sold at the festival price as listed at the beverage tents. Participating vendors will be posted. Failure to follow this agreement will result in loss of refund.
- All sales will be conducted by cash and will be the responsibility of the vendor. The Downtown Partnership will charge a non-refundable booth fee to each vendor. No commissions will be charged.

VENDORS SHALL PROVIDE THE FOLLOWING DURING EVENT:

- 1) Trash container. Minimum 30 gallon for customer use.
- 2) Tent coverage, refrigeration unit, fire extinguisher, and be in compliance with all Health Department standards.
- 3) 100 feet of electrical cord and equipment. (All cords & equipment must have grounds and must meet approval of onsite electrician.)
- 4) 200 feet of non-leaking white hose for water supply to your unit. All connections must be attached with a back flow protection device.
- 5) Hand cart to get ice.
- 6) Mat and/or cardboard to cover and protect the street surface from grease and food spills.

FEES:

- 1) Space rental, up to 15' deep (from curb out) x 20' wide (width along curb) without additional charge.
 - 2) Trash service/grease pit and service
 - 3) Electrical hook-up
 - 4) Water hook-up
 - 5) Advertising of the event
 - 6) Security (will be provided, but any damages or loss will be the responsibility of the vendor and not the Festival Committee).
- Your fee includes a \$1,500 non-refundable booth charge and a refundable \$100 security/clean-up deposit.
 - Vendors that do not follow the rules of this agreement will forfeit their \$100 deposit.
 - Vendors exceeding 20 ft. in width will be assessed additional fees at \$50/linear foot, (i.e. if your unit requires 22 ft. of space, an additional \$100 must be added to your total costs.) Please include trailer tongues, canopies, decking, generators, tables & chairs, etc. when figuring space requirements.
 - The booth fee and security deposit must be submitted upon application into the Festival. No vendor booth locations will be held until completed application and all fees are received at the Downtown Partnership offices.
 - Payment shall be made by money order, certified check, or cashier's check. **No personal or business checks will be accepted. No exceptions!**
 - The Street Fest Committee has the authority to reject the application of any exhibit or undesirable item and reserves the right to modify any component(s) of this event as needed. All decisions made by the Festival Director and/or Committee are final.
 - There are no cancellations or refunds due to inclement weather.

SET-UP:

- Food vendors may begin set-up at **5:00 P.M.** on Thursday, July 22 and must be completed by 10 a.m. Friday, July 23. **FOR YOUR SAFETY, NO ONE WILL BE ALLOWED TO SET UP BEFORE 5:00 P.M. ON JULY 22!**
- Power (if requested) and water will be available Thursday during set up.
- Because of a major foot race in Downtown Davenport, held on Saturday, July 24, at 8:00 a.m., it is recommended that vendors be at their booths by 6:00 a.m. on Saturday. All exhibitors **must** be set-up by 9:00 a.m.
- No vehicles will be allowed on the streets after 10:00 a.m. on Friday, July 23 and 9:00 a.m. on Saturday, July 24.
- All Food Vendors must remain open during festival hours.
- No vehicles will be allowed back in the festival area until after closing at Midnight and pedestrians have cleared. The Davenport Police have mandated that no vendors will be allowed to drive in the area before Midnight. This is done for crowd control and safety.

TRAILER PARKING

- A designated area will be available for free vendor parking, however vendors may purchase a "Vendor Parking" permit which allows off-street parking that is closer to the event..
- "Vendor Parking" permits will be available for vendors to purchase for their storage trailer(s) and storage vehicle(s) in/or near the Harrison Street Parking Garage on the ground level which is next to the Art & Craft Area. **Space is limited** and permits will be distributed on a "first come/first served" basis.
- "Vendor Parking" permits are \$30 each and are valid for one trailer or vehicle for 3 days (Thursday – Saturday).
- Parking is only permitted for storage trailers or vehicles. There will not be any "in/out" service available during the event. Vendors will have access to their trailers during the event and will be able to remove their trailers as they are released from the Festival.
- A permit is valid for one trailer or vehicle. Additional passes must be purchased for additional trailers or vehicles.
- Maximum trailer height is 11'.
- No electric hook-ups are available in this area.

SECURITY:

- Food Vendors may leave booth overnight Friday at their own risk.
- General grounds security will be provided but any damage or loss will be the responsibility of the exhibitor and not the Fest Committee.
- The Street Fest Committee will visit all booths and have the authority to request the removal of any exhibit or undesirable item.

ICE:

- Vendors may purchase ice from any Downtown Partnership beverage tent located on Main Street.

CLEAN-UP:

- Vendors are responsible for maintenance and clean-up within a ten foot radius of their assigned space during and following the close of business each day.
- It is the responsibility of each vendor to clean their area at the end of the Festival. All trash and food spills must be cleaned from your designated area to receive your deposit refund.
- Grease is to be dumped in designated containers. **DO NOT DUMP GREASE ON THE GROUND OR INTO THE SEWER! IF YOU DO SO, YOU WILL BE FINED \$1,000.00.** (The City can pinpoint exactly where the grease was dumped into the sewer.) Understand that toxic dumping in our city streets lead directly to our rivers and streams.

PLEASE ABIDE BY THE RULES - IT MAKES THE EVENT SAFER FOR EVERYONE!

QUESTIONS

Contact Marcy Hyder

Phone (563) 823-2667

Fax (563) 322-7804

E-mail mhyder@lowaQCchamber.com

Keep this information for your records.

Complete the following contract and return to the Downtown Partnership

OFFICE USE ONLY

1 of 2

Date Received: _____ **Amount:** _____ **Vendor Placement #** _____

All complete applications are dated upon receipt, which will be the order of selection and booth request priority. Applications will not be accepted until completed contracts and all fees are received at the Downtown Partnership offices.

**DOWNTOWN PARTNERSHIP – IOWA QC CHAMBER
STREET FEST
July 23 & 24, 2010
FOOD VENDOR CONTRACT**

Please type or print the following:

CONTACT NAME: _____

CONCESSION OR GROUP NAME: _____

NAME THAT DEPOSIT REFUND SHOULD BE PAYABLE TO: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE #: _____ **CELL #:** _____ **EMAIL ADDRESS:** _____

TAX I.D. OR S.S.N.: _____ **IOWA SALES TAX I.D.:** _____

Space assignments will not be made unless the vendor provides a Tax Identification or Social Security number.

MENU ITEM

PRICE

<u>MENU ITEM</u>	<u>PRICE</u>

Only those items listed above will be allowed to be sold – based on Committee approval. **All Prices must be posted throughout the Festival.** The Street Fest Committee reserves the right to limit the same types of food that can participate in the event. All non-alcoholic beverages that are not restricted must be listed above for approval to sell.

POWER REQUIREMENTS: Volts _____ Amps _____

TOTAL SQUARE FOOTAGE: _____ feet wide x _____ feet deep

Vendor space **cannot exceed 15 feet deep** (meaning from the curb out). Vendors exceeding 20 ft. in width will be assessed additional fees at \$50/linear foot, (i.e. if your unit requires 22 ft. of space, an additional \$100 must be added to your total costs.) Please include trailer tongues, canopies, decking, generators, tables & chairs, etc. when figuring space requirements.

FEES: Your fee includes a \$1,500 non-refundable booth charge and a refundable \$100 security deposit.

BOOTH FEE:	\$	1,500.00	
NUMBER OF BOOTHS	x	_____	
DEPOSIT:	\$	_____ 100.00	(Per Booth Space)
SUBTOTAL	\$	_____	

ADDITIONAL FOOTAGE:	\$	_____	(\$50/linear foot)
TRAILER PARKING PERMIT	\$	_____	(\$30 EACH)
Trailer Size:			
Length _____	x	_____	Width
Height _____			

TOTAL	\$	_____	
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Please carefully and thoroughly read the following statement before signing!

I understand, accept, and will abide by the rules and policies set forth in the Downtown Partnership Street Fest Food Vendor Agreement. I agree to release the Downtown Partnership – Iowa Quad Cities Chamber of Commerce, the City of Davenport, and any private property owners from responsibility and/or claim for loss, damage, or injury to my person or those representing my concession, during the period of concession at the Downtown Partnership Street Fest, July 23 & 24, 2010. I agree that Downtown Partnership – Iowa Quad Cities Chamber of Commerce, the City of Davenport, and all others responsible for the Street Fest are not responsible for damage caused by acts of God or human nature. I agree to follow all of the rules and regulations of the Street Fest Food Vendor Agreement.

Food Vendor's Signature	Date

In order to properly process your application, please enclose the following:

- Completed copy of this contract per vendor booth
- Copy of insurance coverage
- Photograph of your booth displaying a minimum of two sides
- Diagram of booth showing total sq. footage and serving side(s)
- Money order or cashier's check for total amount due

Applications will not be accepted until completed contracts and all fees are received at the Downtown Partnership offices.

- Send Temporary Food License to: Scott County Health Department
427 Western Avenue
Davenport, IA 52801

SEND COMPLETED APPLICATION AND FEES TO:

Downtown Partnership – Iowa QC Chamber
Attn: Street Fest
130 W. Second Street
Davenport, IA 52801