

# Food Vendor Application

Don't miss this unique business promotion opportunity November 12<sup>th</sup> and 13<sup>th</sup> from 10am – 4pm! Join the fun and promote your business directly to your audience in the beautiful city of Rancho Mirage at the Rancho Mirage Community Park!



### **Vendor Benefits:**

- Promote your Italian business or Italian-themed products to our estimated 3-5000 festival goers who appreciate and celebrate the Italian culture
- Support Desert Arc and our mission to enhance the quality of life and create opportunities for people with disabilities

### **Food Vendor Provides:**

Cost to participate for both days: \$650 for booth rental (Early bird discount for applications received by September 23, 2016 cost is \$600)

- Appropriate business permit from City of Rancho Mirage
- Banner for your booth that follows Health Department guidelines.
- All items necessary to operate your booth including napkins, utensils, plates, cups, etc.

#### **Italian Festival Provides:**

- 2 10' x 10' Booths One fully enclosed (to meet Health Department requirements) One open Canopy
- 1 Table, 2 chairs
- Fire Extinguisher
- Health permit costs
- Volunteer assistance in the booth (upon advance request and approval)
- Trophy for Best Italian-Themed Decorated Booth
- Floor tarps will be provided for food vendors (Health Department requirement)
- Listing on Italian Festival Guide & on Desert Arc Website & Social Media mentions (for timely applications)
- Listing on Italian Festival Mobile App



Business Name	Phone	Fax	Fax	
Mailing Address	City	State	Zip	
Telephone	Email	Website		
PRODUCT INFORMATION	1			
List the products that you wis	sh to sell (in order of preference) and Pr	rices Below:		
Product:			Price:	
1				
2				
3				
4 5.				
	volunteers to assist in my booth.			
COST WORKSHEET:	·			
	PRIME BOOTH SPACE (Entrance to V	endor Circle) -\$700 (4)		
	BOOTH SPACE RENTAL- \$650 (\$		000 for two	
	BOOTH SPACE (Packaged or Non-			
\$ \$	ELECTRICITY FEE - \$75 Overnight	it Use Fee - \$150	canopy provided.	
	NUMBER OF 6' TABLES			
	NUMBER OF CHAIRS(\$			
	Pre-sale Tickets – Special Vendor Pr			
	ion ticket:packs at \$80 for 10		ck).	
	packs at \$200 for 10 pack (Save \$100)		,	
	Program Ad – Special Vendor Price	(On page 5)		
\$	TOTAL AMOUNT DUE			
	Sees and Certificate of Insurance with re th permit for this event. Vendor must co			
Contact Name:	Cell Number:	Email:	·	
Billing Address:				
City:	ZIP:			
Enclosed is payment of \$_	Credit Card Type:	CCV Co	ode:	
Card number:	Exp. Date:			
Mail payment & application	to: Desert Arc Attention: Cheryl Curley 73-255 Country Club Driv Palm Desert, CA 92260			

All proceeds from the Italian Festival benefit Desert Arc's mission to enhance the quality of life and create opportunities for people with disabilities.

or email: ccurley@desertarc.org



# Terms of Agreement

The following are the contract terms of the agreement to rent vendor space at the 6<sup>th</sup> Annual Coachella Valley Italian Festival presented by Desert Arc. As a Participant, your acceptance of these terms shall constitute a binding agreement. It is agreed that each Participant/Vendor will abide by all terms listed in this agreement.

### Eligible Vendors and Products

Desert Arc reserves the right to determine whether any company or product is eligible under the standards for inclusion in the festival. All products and services to be sold, offered or referred to during the Italian Festival must be included on the Vendor Application.

- a) Food Vendors must sell Italian food items only unless express approval has been received from festival management.
- b) Vendors can sell only items which were approved by festival management, in writing prior to the Festival. This cannot be altered during the festival.
- c) Only vendors approved by Desert Arc and the Department of Alcoholic Beverage Control may sell alcoholic beverages. The only alcoholic beverage that approved beverage vendors may sell is wine.
- d) Any beverages (water, soda or alcohol) sold must be at the same cost or higher than beverages sold by Desert Arc. Vendors will be given a list of these prices.
- e) Participants must have sufficient quantities of supplies available to meet customer demand throughout the event from Saturday and Sunday 9:30am 4:00pm.

### Booth Information

All vendors must prepare their own tent/booth according to applicable regulations. **Be prepared for wind.** All exhibitor materials must be kept inside their tent space, and the outside areas must be kept free of materials. Also, voice and/or music amplification must be kept to a sufficiently low volume so as not to disturb other Participants or attendees. Participants agree to conduct themselves in a respectful, cooperative manner in consideration of the attendees, fellow Participants and the Italian Festival management staff. Most booths will be on grass. Special set up arrangements must be approved in advance. Carts are necessary for unloading. **Vehicles are not allowed on the grass.** Vehicles must be moved to the designated Vendor parking area after unloading and during Festival hours. Participants may not sublet their spaces, or any part thereof.

a)	Electricity is available but is limited and will be first come, first serve. Use of electricity must be approved by Festival Management. Participant is responsible for all extension cords, power				
	strips, bulbs, lamps, or other lighting fixtures needed for their booth.				
	Please indicate electricity requested (attach separate sheet if needed): There is a \$75 fee for				
	electricity - \$150 fee for overnight use.				
	Item: Voltage: Amps:				
b)	Necessary permits will be obtained by Festival management.				
c)	Participant must follow all applicable City and State rules, regulations and take any and all safety precautions in order to comply with all laws.				
d)	Italian Festival staff will assign booth location to Participants. Consideration will be given to special needs. However, we will assign according to the best interest of the Festival.				

# Location & Schedule

Rancho Mirage Community Park 71560 San Jacinto Drive Rancho Mirage, CA 92270

**SET-UP HOURS:** Friday 5:00 pm – 10:00pm Saturday 6:00AM to 10:00AM

### FESTIVAL HOURS: Saturday 10:00AM to 4:00PM and Sunday 10:00AM to 4:00PM

All vendors must be set up and ready by 9:00am Saturday and Sunday. All vendors must provide supervision for their booths at all times during the Italian Festival or Participant may forfeit exhibit space.

Participants must provide sufficient personnel to comply with the following:

- a) When the Festival is Open: Participants should deposit their trash into the trash containers provided behind booths. No trash should be allowed to pile up within or around the booth.
- b) At Closing: Vendors should set bagged trash and broken-down boxes behind their booth for pick-up.
- c) Vendors will be billed for any additional cleaning and/or ice charges, etc.

### Food Vendor Rules & Regulations

- a) Food vendors must supply all food service equipment required to operate their food booth.
- b) Participants that require cold holding temperatures for food products within their vending space must follow the regulations as put forth by the Health Department.
- c) Participants must provide any and all eating utensils, plates, bowls, condiments and napkins required for consumption of their products.
- d) As much food preparation as possible should take place at the Participant's normal licensed place of business. Menu items should be "finished off" at the festival. This will minimize equipment needs in each booth.
- e) Participants may not extend beyond the boundaries of their designated booth space. Outside grilling areas must be contained in the designated booth space to insure public safety.
- f) Neither the Italian Festival nor Desert Arc will be responsible for vendor equipment or supplies.
- g) The Italian Festival will make ice available. Participants must pay for ice on a cash basis.
- h) Food vendors must follow all sanitizing regulations as set forth by the Health Department. Participants are responsible for maintaining a high standard of sanitation within their booth, including keeping all services, cooking and flooring surfaces clean and litter-free.
- i) Participants assume full responsibility for any damages to its equipment caused by any festival contractor, including electrical, propane, refrigeration, equipment rental companies, or any type of services contracted by the Italian Festival.
- j) Participants using grease in their operation, or that produce grease as a by-product of food preparation, must use grease containers. Grease liquids or solids may not be dumped in any sewer, sink, tree pit, or anywhere else on the festival site.
- k) Final Clean-Up, which includes removal of all restaurant equipment, supplies: trash, charcoal and ash, and grease by-products from the booth space, must be completed by 7:00PM on Sunday. Vendors should set bagged trash and broken-down boxes behind their booth for pick-up. If Participant fails to provide timely clean-up, the Festival will charge the Participant all cleaning costs incurred.
- l) Each Food Vendor will provide an insurance policy in the amount of \$1,000,000.00 combined single limit covering bodily injury, including products liability, and property damage resulting from the Vendor's participation in the  $6^{th}$  Annual Italian Festival, including set-up and tear-down. This policy shall name the following as additional insured parties: **Desert Arc and the City of Rancho Mirage.**

# Fire & Safety Laws

All federal, state and city regulations pertaining to fire and safety must be adhered to. **No open flames or lit candles will be allowed inside of tent.** All Participants must comply with fire department regulations including having at least one (1) Class K (kitchen) rated fire extinguisher in each food booth throughout the duration of the festival.

# Limitation of Liability

Participant/Vendor shall hold harmless Desert Arc, The Italian Festival and the City of Rancho Mirage for any and all claims arising out of or in connection with Participant/Vendor's operations, booth and or materials/goods and agrees to defend and indemnify Desert Arc; The Italian Festival and The City of Rancho Mirage against any claims of any nature whatsoever with the sole exception of such claims caused by the sole negligence of Desert Arc, The Italian Festival or The City of Rancho Mirage.

### Compliance with Laws/Standards

Participants are responsible for meeting all city/state resale-licensing agreements and for following required permit regulations. Participant is responsible for collecting California Sales tax and paying such sales tax to the State of California. The Italian Festival assumes no responsibility for any tax liability incurred by Participant from the sale of any Goods at the Festival. Participant further agrees to indemnify and hold harmless the Italian Festival from any tax liability Participant may incur from the sale of any Goods at the Festival. Participants must comply with the regulations of the Riverside County Health Department's Food Sanitation Division to insure safe food preparation.

# General and Product Liability

The Italian Festival is not responsible for replacement of lost or stolen goods. Participants will indemnify the Italian Festival, Desert Arc and the City of Rancho Mirage for claims/suits arising between Participants and attendees.

#### SURRENDER OF PREMISES

At the conclusion of the festival, Participants must surrender the premises to the Italian Festival in the same condition as when originally occupied. If Participant fails to remove all of its property and effects (including refuse) from the premises within three (3) hours after the termination of the festival, the Italian Festival may treat such property as abandoned, in which event it will become property of the Italian Festival and Desert Arc.

#### THE ITALIAN FESTIVAL AUTHORITY

Desert Arc has complete authority and control over all aspects of the Italian Festival. It reserves the right in its sole discretion to oversee and make whatever arrangements it deems appropriate for security, crowd control, clean-up, publicity and any other matters affecting the overall festival operation, the Italian Festival makes no guarantees as to any specific level of festival attendance and no guarantee that Participants/Vendors will achieve any specific dollar amounts in sales.

#### **CANCELLATION POLICY**

In the event of a Participant/Vendor cancellation, the fee is not refundable.

Italian Festival relies on its volunteers to keep it running smoothly. Ple providing a food item that would be free to volunteers or a food donation.  I will provide a discount to volunteers				
I will provide a food item free to volunteers I will provide for the Volunteer Tent				
I would like to purchase a Festival Guide Ad for \$300: Yes No				
Business or Ad Name:  (Name, as it should appear in advertising and positions)	romotional materials			
O I will email my ad Please submit ad via email. <a href="mailto:ccurley@desertarc.org">ccurley@desertarc.org</a> Subject: Fest Ad	Tomotional materials.)			
OPlease design my ad using the following verbiage: Please submit logo via email. <a href="mailto:ccurley@desertarc.org">ccurley@desertarc.org</a> Subject: Fest Ad				
Eastive Mewhotale and 200/ of sale good to the Eastive Venden has				
Festival Marketplace: 20% of sale goes to the Festival. Vendor kee	ps 80%.			
I will provide the following items:	<del></del>			
(Limit 4)	<del></del>			
We must receive a photo of the item and selling price by Oct. 14 <sup>th</sup> . I Subject: Fest Market	Email to: ccurley@desertarc.org			
Also, email information for Italian Festival Mobile App: logo, pu and business description to <a href="mailto:ccurley@desertarc.org">ccurley@desertarc.org</a> .	iblic email, phone number, contact			
All ad material and orders must be submitted by 5pm October	er 7, 2016.			
THESE TERMS ARE HEREBY AGREED TO:				
X				
Participant/Vendor Signature Print Name	Date			
Additional questions? Contact: Cheryl Curley 760-346-1611 x 405 ccu	ırley@desertarc.org			