

VENDOR NAME \_\_\_\_\_

I NEED 220V POWER YES\_\_\_\_ NO \_\_\_\_  
QUANTITY OF 220V PLUGS:\_\_\_\_\_

SATURDAY IN THE PARK  
FOOD & BEVERAGE VENDOR APPLICATION & AGREEMENT  
July 7, 2012

This food and beverage vendor agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 between the undersigned food and beverage vendor ("Vendor") \_\_\_\_\_ and provides the following:

1. Name and Address of Place of Engagement:

Saturday in the Park  
Grandview Park  
24<sup>th</sup> Street & Grandview Boulevard  
Sioux City, Iowa

2. Date and Time of Engagement:

Saturday, July 7, 2012, from approximately 12:00 Noon to 10:30 p.m. Times will be assigned by Saturday in the Park, Inc. to each Vendor for arrival and set up. Vendor must be open for business by 12:00 Noon. Limited security will be provided on Friday night before the event, and Vendor may leave any materials in the park at their own risk. Vendor will be allowed to continue food and beverage sales up to one-half hour after the end of the last music artist's performance. Saturday in the Park, Inc estimates the last artist will finish playing at approximately 10:30 p.m., but may play longer or shorter due to weather conditions.

3. Basic Concessions Agreement:

In exchange for the payments under concessions options listed below in paragraph 4, the Vendor shall be entitled to sell food and beverages at the place of engagement on the date and at the times specified above. Unless otherwise stated, Vendor is only allowed to sell food and beverages from a stand, booth, or truck located in the designated food and beverage area.

4. Concessions Rates (PLEASE READ CAREFULLY)

\_\_\_\_A. Saturday, July 7, 2012: \$545.00 base payment plus rent based 10% of Gross Sales at the engagement. (Includes 110V power. If 220V is required, there is an additional \$75.00 charge.) **Please make payment to "Saturday in the Park, Inc." Please mail both to Saturday in the Park, P.O. Box 5104, Sioux City, Iowa 51102.**

\_\_\_\_B. Saturday, July 7, 2012: Additional \$150.00 base fee plus rent based on 10% of Gross Sales for the right to operate a second location within the Beer Garden or Kid's Park. Power and water are not provided in these areas and is the responsibility of the Vendor.

**PLEASE NOTE: The rent due to Saturday in the Park, Inc. is based on Gross (not Net) sales. Do not round this amount up or down.**

There will be no refund of the base fee paid by the Vendor if said Vendor withdraws his/her application after June 22, 2012.

Vendor is to supply a heavy-duty extension cord, adapters for hook up to power source, and any electrician's expense to accommodate this. Saturday in the Park, Inc. will supply configuration for and distance to power source. An electrician will be on site for a specified amount of time during the day. This time period will be given closer to the event date. Any changes for electrical work at Vendor's unit are at Vendor's expense.

5. Saturday in the Park, Inc. reserves the right to select and limit the number of Vendors at the festival.
6. Vendor Sites:

**A picture or drawing of your booth showing dimensions is required with this agreement.** (Please see #20.) If you are going to use any type of trailer, you must remove the tongue or include the tongue length on your drawing. Vendors will be fully responsible for booth structure, furnishings, and lighting.
7. Parking:

No vehicle parking is allowed by your booth or in the Food Vending area. Each vendor will be provided with a pass into the area to shuttle supplies only. Vendor parking is available on the hillside to the south of the main food vending area. Vendor parking passes will be mailed out one week in advance of the date of engagement. Each vendor will be allowed three (3) parking passes. No exceptions.
8. Water:

Limited water will be available at the festival site. Vendor is responsible for hoses, connectors, and shut off valves if you require running water at your site. Water hook up sites will be provided to you by Saturday in the Park, Inc.
9. Timing of Payments:

**Base payment plus Certificate of Insurance due on or before June 1, 2012. Ten percent (10%) of gross sales due on or before Monday, July 16, 2012. Please mail both to Saturday in the Park, P.O. Box 5104, Sioux City, Iowa 51102.**

**LATE PAYMENT WILL BE SUBJECT TO CLOSE SCRUTINY AND BE A FACTOR IN YOUR APPLICATION FOR THE 2013 FESTIVAL.**
10. Iowa Sales Tax:

Each Vendor must comply with Iowa Sales Tax Requirements. Vendor must disclose its Iowa sales tax number to Saturday in the Park, Inc. where indicated in this Application and Agreement, and is responsible for the collection of sales tax and payment and reporting of such tax to the Iowa Department of Revenue and Finance.
11. Insurance:

Vendor must maintain general liability insurance coverage with limits in the amount of One Million Dollars (\$1,000,000). This coverage shall be primary to any other insurance coverage and Saturday in the Park, Inc. **shall be named as an additional insured.** Vendor shall furnish a Certificate of Insurance as proof of insurance with the payment of the base charge due on or before June 1, 2012. **Saturday in the Park, Inc. must be named as Loss Payee.**
12. Soft Drink Products:

Pursuant to Saturday in the Park, Inc.'s agreement with Chesterman Company, only soft drinks, bottled water, juices, syrups, cups, etc bottled and/or furnished by Chesterman Company can be served at this event. Vendors are asked to contact Chesterman Company directly (712-255-8814) to place your order. **No free refills.**
13. Ice:

Ice will be available for purchase by Vendor on July 7, 2012. Information regarding supplier and cost will be provided at Vendor's Meeting to be held 5:30PM, Wed. June 13, 2012 at the Sioux City Convention Center.
14. Inclement Weather:

The Festival will go on as scheduled RAIN or SHINE. There will be NO alternative location or refund arrangements in case of inclement weather. If appropriate, bring your rain covers.

15. Department of Health Permit:

The Health Department will do an on-site inspection after your booth is set up on Saturday. When your booth has been approved, there is a fee charged by the Health Department. Please contact Siouxland District Health at 712-279-6119 if you have any questions about their requirements.

16. Garbage:

Saturday in the Park, Inc. will provide each Vendor with garbage containers. The Vendor will be responsible for emptying trash container(s) throughout the day into the dumpster located near the Vendor area.

17. The undersigned Vendor hereby releases and agrees to hold harmless Saturday in the Park, Inc. from any damage to undersigned's property or any personal injury in which he/she or helpers may sustain or cause while participating in the Saturday in the Park Festival. The undersigned Vendor agrees to indemnify Saturday in the Park, Inc. for any claim against or payment made by Saturday in the Park, Inc as a result of the fault of the undersigned.

18. **Please note any comments, location preference or special needs you have:**

19. Food and Beverage Items You Will Serve: **(DO NOT LEAVE THIS SECTION BLANK--Please Be Specific)**. Vendor agrees to limit sales to these items unless approval for additional items is requested in writing and agreed to by Saturday in the Park, Inc. prior to June 13, 2012. This policy will be enforced on the day of the event. All food and beverage prices must be posted on your booth and clearly visible to the public.

20. Please draw a diagram of the booth you will be using at this event showing dimensions as requested in #6. Please show the location of any trailer tongues, tables, grills, signs, etc. Also, please attach a photo of your unit. **(DO NOT LEAVE THIS SECTION BLANK.)**

Name of your organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Saturday in the Park, Inc.**

\_\_\_\_\_  
Name of Food & Beverage Vendor

By: \_\_\_\_\_

By: \_\_\_\_\_

Contact Person: Paul Martin Jr.  
712.223.0722

Authorized Representative

**PLEASE COMPLETE: Vendor's Sales Tax Permit (Please check one):**

\_\_\_\_ Vendor has Iowa Sales Tax Permit (Sales Tax Number is: \_\_\_\_\_) Please show all 9 digits.

\_\_\_\_ Vendor is exempt as proceeds will be used for charitable, religious, or educational purposes.

\_\_\_\_ Vendor will apply for a temporary sales tax permit. Please provide this number to Producer as soon as received.

**PLEASE RETURN ALL 4 PAGES TO SATURDAY IN THE PARK, P.O. BOX 5104, Sioux City, Iowa 51102 BY April 16, 2012.**

**VENDOR CHECKLIST**

- COMPLETED AND SIGNED APPLICATION
- CHECK INCLUDED
- CERTIFICATE OF INSURANCE INCLUDED
- MARK IF NEED 220V POWER