

VENDOR NAME _____ (this name must match name on Certificate of Insurance)

SATURDAY IN THE PARK
FOOD & BEVERAGE VENDOR APPLICATION & AGREEMENT
July 1, 2023

This food and beverage vendor agreement is made on this _____ day of _____, 2023 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
24th Street & Grandview Boulevard
Sioux City, Iowa

2. Date and Time of Engagement:

Saturday, July 1, 2023 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 1, 2023: \$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.**

Electric Needs: YES _____ NO _____

I NEED 220V POWER (\$75.00 additional charge)

QUANTITY OF 220V PLUGS REQUESTED: _____ (MAX OF 2 PLUGS)

YES _____ NO _____

I NEED 110V POWER (No Charge)

QUANTITY OF 110V PLUGS: _____

____ **I DO NOT REQUIRE POWER**

____B. Saturday, July 1, 2023: 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 are 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 1, 2023.

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 charges for electrical work at Vendor's unit are at Vendor's expense.

5. Saturday in the Park, Inc. reserves the right to select the Vendors at the festival.

6. Vendor Sites:

A picture or drawing of your booth showing dimensions is required with this agreement regardless if you were a past participant! (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 issued the day of your assigned arrival. 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 electrical fee (if needed) must be submitted with application no later than April 14, 2023. Your check/payment will not be deposited until you have been accepted into the festival. Ten percent (10%) of gross sales due on or before Monday, July 12, 2023. 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 2024 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 Vendor is responsible for the collection of sales tax, payment and reporting of such tax to the Iowa Department of Revenue and Finance.

The Iowa Dept of Revenue no longer issues Temporary Sales Tax Numbers. You must apply for a regular Iowa Sales Tax Permit and do it at least 6 weeks prior to the festival! If you are applying for a sales tax number, please forward that number to Saturday in the Park at least two weeks prior to the festival. To apply for a sales tax permit go to: <https://tax.iowa.gov/businesses/business-permit-registration>

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 due on or before June 1, 2023.

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 that are 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 are to be offered.**

13. Ice:
Ice will be available for purchase by Vendor on day of event.
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:
You will need to complete an application for a Temporary Food Stand License Application from the Siouxland District Health Dept. This **MUST BE COMPLETED AT LEAST 2 WEEKS PRIOR TO THE FESTIVAL!** Link to the website is http://www.siouxlanddistricthealth.org/forms/cat_view/27-food-stand-a-food-safety-information.html
Applications received less than three business days before an event may not be reviewed and a license not issued. The Health Department will do an on-site inspection after your booth is set up on Saturday. 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. There are recycling containers and trash containers. Make sure you know which is which.
17. The undersigned Vendor hereby releases and agrees to hold harmless Saturday in the Park, Inc. from any damage to undersigned's property or for any personal injury which the Vendor, its employees, assistants, volunteer helpers, or any other person associated with the Vendor 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, its employees, assistants, volunteer helpers, or any other person associated with the Vendor.
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 1, 2023. 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.)**

PLEASE PRINT CLEARLY!

Name of your organization: _____

Contact Person: _____

Address: _____ City, ST, ZIP _____

Business Phone: _____ Home Phone: _____

E-mail: _____ Cell: _____

Contact at Event: _____

Cell Phone for above: _____

Dated this _____ day of _____, 2023.

Saturday in the Park, Inc.

Name of Food & Beverage Vendor

By: _____
Contact Person: Jeni Plathe 712-301-3617
or Rick Plathe 712-212-8390

By: _____
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. **If you will be applying for an Iowa Sales Tax Number, you must provide us with your Iowa Sales Tax Number two weeks prior to festival!**

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

PLEASE RETURN ALL 4 PAGES TO SATURDAY IN THE PARK, P.O. BOX 5104, Sioux City, Iowa 51102 BY April 14, 2023.

It is advised to make a copy of this document for your records.

VENDOR CHECKLIST

____ COMPLETED AND SIGNED APPLICATION

____ CHECK INCLUDED

____ CERTIFICATE OF INSURANCE INCLUDED

____ MARK IF NEED 220V POWER