

REDWOOD COAST MUSIC FESTIVALS

14th Annual Blues by the Bay Food Vendor Application

P.O. Box 314, Eureka CA 95502
Tel: (707) 445-3378; Fax: (707) 445-1240
www.bluesbythebay.org

APPLICATION DUE BY June 1, 2010

PLEASE READ THIS APPLICATION CAREFULLY. YOUR COMPLETED, SIGNED APPLICATION CONFIRMS YOU ACCEPT RESPONSIBILITY FOR COMPLYING WITH ALL REDWOOD COAST MUSIC FESTIVALS (hereafter "RCMF") CITY FIRE DEPARTMENT AND COUNTY HEALTH DEPARTMENT POLICIES AND TIMELINES.

INFORMATION All applicants must complete this section. Please print or type.

Name of Concession:			
Name of Contact Person:			
Address:	City:	State:	Zip:
Phone: () -	Fax: () -	Email:	

1. FOOD BOOTH FEE (PER 10 FT. X 10 FT BOOTH SPACE) \$400.00

Please note: Booth fees due by June 1, 2010 with this Application
Cooking must be done outside of booth
RCMF does not provide equipment for booth set-up (tables, tents, etc.) or water

If paying by credit card (Visa, MasterCard or Discover ONLY):

Credit Card #: - - -	Expiration Date: /
Signature: _____	

RCMF USE ONLY:

Date Rec'd _____ Total fee _____ Amt paid _____ Check# _____ Bal Due _____
Prior RCMF _____ App _____ Rej _____ Booth # _____

14th Annual Blues by the Bay (RCMF)
 FOOD VENDOR

Vendor Helpers List

Please submit this form no later than August 1, 2010.

Name of Concession:	
Name of Contact Person:	
Phone: () -	<i>Please provide a contact phone number we can use to reach you the day of the festival.</i>

Vendor Helpers

Please list the names of up to 4 people that will be helping with your booth for each day of the festival. Passes will be issued only to people listed on the vendor helpers list. Once submitted, only the Vendor of Record can make changes to the list.

Vendor of Record:

SATURDAY September 4th		SUNDAY September 5th	
1.		1.	
2.		2.	
3.		3.	
4.		4.	

HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

***** SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION*****

***** PLEASE RETAIN A COPY FOR YOUR RECORDS *****

ACTIVITY: FOOD VENDOR FOR THE 14TH ANNUAL BLUES BY THE BAY FESTIVAL TO BE HELD AT HALVORSEN PARK IN EUREKA, CA SEPTEMBER 4TH AND 5TH, 2010, INCLUDING ALL PRE- AND POST-FESTIVAL ACTIVITIES AT SAID LOCATION.

In consideration for being permitted by the City of Eureka and Redwood Coast Music Festivals (RCMF) to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge, in advance, the City of Eureka (its officers, employees, and agents) and RCMF (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the City of Eureka (its officers, employees or agents) or RCMF (its officers, employees, and agents).

I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release and hold harmless the City of Eureka (its officers, employees, and agents) and RCMF (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

I further agree to indemnify and to hold the City of Eureka (its officers, employees and agents) and RCMF (its officers, employees, and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF EUREKA AND RCMF, AND I SIGN IT OF MY OWN FREE WILL. (Each participant must personally sign).

Signature

Date

Address: Street, City, Zip

() -

Telephone Number

REDWOOD COAST MUSIC FESTIVALS

14th Annual Blues by the Bay

FOOD VENDOR STATEMENT OF POLICY

PLEASE READ THIS STATEMENT OF POLICY CAREFULLY. YOUR SIGNATURE CONFIRMS YOU AGREE TO COMPLY WITH ALL REDWOOD COAST MUSIC FESTIVAL POLICIES AND TIMELINES.

*** PLEASE RETAIN A COPY FOR YOUR RECORDS ***

1. **APPLICATION/CONTRACT DEADLINE:** Total fee and completed application must be received by Sunday July 1, 2009. Applications received after July 1, 2010, may be considered on a space available basis only. Notification of your acceptance or rejection will be mailed to all applicants.
2. **APPLICATION REJECTION POLICY:** RCMF reserves the right to reject any application. A full refund of all fees will be sent with the rejection letter.
3. **APPLICATION CANCELLATION:** A fee of 25% of the total fees may be charged after July 15th. Cancellation after August 8th may result in loss of all fees paid.
4. **FINAL SELECTION:** RCMF reserves the right to make final selection of all concessions. Vendors who participated in prior Blues by the Bay Festivals will be given first consideration BUT ARE NOT GUARANTEED ACCEPTANCE OR LOCATION.
5. **FEES:** Vendor fees are as stated on the application and due at the time of application. There are no commissions or percentage of sales arrangements.
6. **SPACE LOCATION/SIZE/USE:** 10' X 10' Vendor booth spaces are assigned by RCMF for approved use. ALL COOKING EQUIPMENT MUST BE SET UP IN A 10' X 10' AREA BEHIND YOUR BOOTH. COOKING EQUIPMENT MAY NOT BE SET UP BETWEEN BOOTH SPACES. ANY EXCEPTION MUST BE PRE-APPROVED BY RCMF.
7. **HOURS OF OPERATION:** Blues by the Bay is open to the public on **Saturday, September 5th, from 9:30 AM until 7:00 PM** and on **Sunday, September 6th from 8:45 AM to 7 PM.** Vendors are required to be open for business on **Saturday by 9:30 AM** and on **Sunday at 8:45 AM** and remain open through show hours to 7 PM.

8. **MOVE-IN:** Vendors may set up equipment or display on Friday, September 3rd, starting at 12 Noon; Saturday, September 4th starting at 6:00 AM to 8:30AM. All vehicles must be moved off of festival grounds by 8:30AM Saturday and Sunday. Overnight security will be provided by RCMF Friday, Saturday, and Sunday nights.
9. **MOVE-OUT:** Vendors may dismantle equipment and displays and move-out starting Sunday, September 5th at 7PM.
10. **FIRE DEPARTMENT INSPECTIONS:** *All vendors must have a Fire Extinguisher and proper extension electrical cords and cord protective devices to vend this festival. (See Fire Department Special Event Booth Safety Sheet attached)* Vendor is responsible for compliance with all state and local health and safety regulations and fire codes, and for passing inspection by the regulatory agencies and departments, including the Eureka Fire Department. **Vendor agrees that it will have completed all set-up by 8:30 a.m. Saturday, September 5th for inspection by the Fire Marshall.**
11. **COOKING AREA PROTECTION:** All areas where cooking occurs must have tarps placed on the grounds to protect the grass. Any violations may result in a charge for damage repair to the grounds by the City of Eureka and RCMF.
12. **FIRE PROTECTION:** Food vendors **must** have a fire extinguisher with current tag available for use in their booth space at all times. Sides of vendor booths must be flame resistant and should not be near heating elements.
13. **SANITATION:** RCMF will provide trash dumpsters and recycling bins. Vendor will keep its area clean and sanitary, and will collect and deposit its trash and recycling into receptacles provided. At the conclusion of the festival, vendor will leave its booth space free of trash or any other items. All Grey Water must be dump into Grey Water Cans which will be at the end of the row of vendors in the back of the park.
14. **VENDOR EXIT AND RE-ENTRY:** Vendors must use GATE 4 on Friday, Saturday and Sunday to unload equipment and replenish supplies.
15. **VENDOR PARKING:** Each vendor is issued two vehicle passes. Vendor parking will be on the East (bridge) side of Halvorsen Park. To unload and set up, enter at GATE 4. Vehicle passes must be prominently displayed on dashboards. Once food and equipment are unloaded, vehicles must be moved to the Parking Lot designated for vendors. All vehicles must be removed to vendor parking by 8:30 AM Saturday and Sunday. Absolutely no parking in the fire lanes at any time.
16. **VENDOR PASSES:** Vendor passes will be issued upon check-in at GATE 4.
 - A. Food vendors qualify for one vendor of record and up to four (4) helper passes per day per booth space.
 - B. The Vendor of Record must submit a Vendor Helpers list to RCMF by August 1, 2009 (page 3).
 - C. Passes will be issued at the vendor check-in booth and must be signed for by the person using the pass.
 - D. Passes will be issued only to people listed on the vendor helpers list. Once submitted to RCMF, only the Vendor of Record can make changes to the list.
 - E. A limited number of "extra passes" may be purchased at \$15 per day, if approved by RCMF (based on need).
 - F. Passes will allow entry through the authorized vendor entrance gate only.
 - G. Every Vendor of Record and vendor helper **MUST** have a pass to enter Halvorsen Park. Everyone in a vendor's vehicle **MUST** have a vendor pass. Vendors or vendor helpers found violating the policy may be removed from Halvorsen Park immediately and excluded from subsequent Festivals.
17. **ASSIGNABILITY:** Vendor shall not assign or transfer any interest in this agreement, the vendor space contracted for, nor the performance of any obligations hereunder without the prior written consent of RCMF. Any attempt by Vendor to assign or transfer any rights, duties or obligations arising under this agreement shall be void and of no effect.

18. **EXCLUSIVITY:** RCMF does not guarantee to any vendor the exclusive right to sell any product. RCMF does retain the exclusive right to sell certain products.
19. **BEVERAGES:** Vendor will not sell any beverages during this event.
20. **PORTIONS AND PRICES:** Portions served and prices charged must be approved in writing by RCMF. The Menu Form (Page 2) listing prices of the food items you intend to sell must be completed and submitted with this application.
21. **CHANGES:** No changes of approved prices will be allowed. RCMF reserves the right to close down any vendor who does not adhere to these rules.
22. **ADVERTISING:**
 - A. All advertising in any form during the festival must be approved in writing by RCMF in advance of the event.
 - B. Advertising shall include but is not limited to: newspaper ads; flyers; buttons; handbills; posters; banners; signs; and any other printed matter in any form.
23. **PERMITS AND CERTIFICATES REQUIRED:** The permits and documents listed below are required to do business at Halvorsen Park in Eureka, CA by local and state government agencies. Copies proving you have obtained them must be submitted to RCMF by **July 15, 2010**.
 - A. **HEALTH DEPARTMENT:** Food vendors must complete a form from the Humboldt County Division of Environmental Health upon acceptance. A fee will be collected by the Health Department for issuing a temporary food facility permit. For details, contact the **Humboldt County Department of Health and Human Services, Division of Environmental Health, 100 H Street Suite 100, Eureka CA** or telephone (707) 445-6215. Vendors must show proof of obtaining said health certificate by providing a copy of the receipt of payment for the certificate to RCMF by July 15, 2010. .
 - B. **SALES TAX:** All vendors are required to collect and pay sales tax. If you are selected as a vendor, you will be required to obtain a State of California sellers permit. This information will be sent to the State Board of Equalization, for verification and fulfillment. If you do not have a seller's permit you will not be allowed to sell products at Blues by the Bay. **Vendor must show proof of obtaining said permit by providing a copy of the permit to RCMF by July 15, 2010.** .
 - C. **INSURANCE:** See Supplement "A" to this Statement of Policy. All vendors must provide proof of commercial liability insurance with minimum limits of \$2 million to RCMF by July 15, 2010. . Proof of commercial liability insurance must be in the form of a Certificate of Insurance from your insurance carrier. In addition, the Certificate of Insurance must list RCMF and the City of Eureka as additional insured's to your liability insurance policy, as instructed in item #4 of Supplement "A."
 - D. **A signed Hold Harmless Agreement** releasing the City of Eureka and RCMF from any and all liability.
24. **LOST, STOLEN OR DAMAGED PROPERTY:** Vendor agrees that Redwood Coast Music Festivals, its Board of Directors and Staff will not be responsible for any lost, stolen or damaged materials and/or property.
25. **RAIN, COLD, ETC:** The Vendor agrees that RCMF, its Board of Directors and staff will not be responsible for any loss caused by fire, flood, theft, rain, cold, fog or any other elements of nature or man.

26. **HOLD HARMLESS AND INDEMNIFICATION:** Vendor shall defend, indemnify, and hold harmless RCMF, its officers, employees, agents and related parties from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees arising out of or in connection with the performance of this Agreement hereunder or its failure to comply with any of its obligations contained in the contract documents, except such loss or damage which was caused by the sole negligence or willful misconduct of RCMF.

I HAVE READ AND AGREE TO COMPLY WITH ALL TERMS IN THIS STATEMENT OF POLICY IF I AM ACCEPTED AS A VENDOR.

Vendor Company Name: _____

Signature: _____

Date: _____

Printed Name: _____

SUPPLEMENT "A"

INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE: Vendor must provide RCMF with an original Certificate of Insurance verifying that it has a policy of commercial general liability insurance in effect for the performance of its operations as a Vendor at the Blues by the Bay festival. The Certificate of Insurance must show compliance with the following requirements:

REQUIREMENTS:

1. Amount of Insurance: Commercial general liability insurance, including products liability, in the **minimum amount of two million dollars (\$2,000,000)**.
2. Inception date of Insurance: September 3rd, 2010 or earlier
Expiration date of Insurance: September 6th, 2010 or later
3. A statement by the insurance company that it will not cancel said policy or policies without giving fifteen (15) days prior written notice to the named insured and a copy of same must be received in the RCMF office no later than five (5) days after receipt by the Vendor.
4. The Certificate of Insurance must name the following as **additional insured's** to the commercial general liability insurance policy, insofar as the operations under this agreement are concerned:

City of Eureka	and	Redwood Coast Music Festivals
531 K St		P.O. Box 314
Eureka, CA 95501		Eureka, CA 95502
5. Deadline: The Certificate of Insurance must be received by RCMF no later than **July 15, 2010**. **No insurance certificates or applications will be accepted the weekend of Blues by the Bay. All insurance issues must be settled a minimum of 30 days prior to the festival.**