



## 2010 FESTIVAL IN THE PARK

Charlotte's "Granddaddy" Arts and Crafts Show

THURSDAY	SEPTEMBER 23	6 pm – 9 pm
FRIDAY	SEPTEMBER 24	1 pm – 9:30 pm
SATURDAY	SEPTEMBER 25	10 am – 9:30 pm
SUNDAY	SEPTEMBER 26	11 am – 6 pm

**Festival in the Park** ushers in the fall season with its 46<sup>th</sup> Anniversary edition opening Thursday evening, September 23, 2010 through Sunday, September 26, 2010. This family oriented outdoor festival will welcome over 100,000 festivalgoers. Held in picturesque Freedom Park, the Granddaddy festival of Charlotte is partnering with strategic area businesses, media outlets and local entertainment to guarantee an outstanding venue. 150 artists local, regional and national will exhibit.

We hope you will consider becoming one of our cornerstone concessionaires for this 2010 event. Our aim is to offer a vast menu of food at a fair value. During the selection process, we will look for concessionaires who provide one or more of the following: the traditional festival fare, a more health conscious menu, and unique specialty items. Concessionaire fees range from \$1,000 to \$4,000 per location. Several of our concessionaires will opt for multiple locations.

Once you've completed the application portion and signed the contract, return it to the Concessionaire Director's attention at the Festival's address. Once you've been accepted, 50% of your reservation fee will be due within 14 days of notification. The final 50% will be due by July 15, 2010.

Visit our web site - [www.FESTIVALinthePARK.org](http://www.FESTIVALinthePARK.org)  
E-mail address: [festival@FESTIVALinthePARK.org](mailto:festival@FESTIVALinthePARK.org)

Festival in the Park \* 1409 East Boulevard \* Charlotte, NC 28203  
704-338-1060

**TO BE CONSIDERED FOR FESTIVAL IN THE PARK YOU MUST:**

- Meet Mecklenburg County's Department of Environmental Health Guidelines and obtain permit.
- Provide certificates of insurance to the Festival not less than 60 days prior to the setup of area/apparatus, naming **Festival in the Park and Mecklenburg County Parks & Recreation as Additional Insureds.** (see: Section II, B - Indemnity and Insurance for amounts needed).
- Obtain permit from Mecklenburg County's Parks & Recreation Department as a qualified food vendor.
- Adhere to North Carolina's Fire Prevention Code.
- **PROVIDE OWN SILENT POWER SOURCE.**
- Submit a statement that you are sole proprietor and have no employees or submit certificate of workers' compensation insurance certificate (see Section II, B, c - Indemnity and Insurance).
- Concessionaire agrees to arrive by 10:00am to position area / apparatus on Wednesday, September 22, 2010.
- Pay to *Mecklenburg County Prepared Food and Beverage* a **tax deposit of \$50 by September 1, 2010.**
- Pay to *Mecklenburg County Health Department* a **\$75.00 application fee for each permit** to be reviewed.
- Proper handling / dispensing of waste in accordance with applicable laws and the provisions set forth below. Concessionaire shall be responsible for disposal of all waste.
- Concessionaire shall support and adhere to the Festival's Recycle Program.

46<sup>th</sup> Festival in the Park, Charlotte, NC  
CONCESSIONAIRE APPLICATION  
September 23 – 26, 2010

Important: Fill out this form completely, accurately, & legibly. Incomplete applications will not be considered.

**PLEASE NOTE DEADLINE FOR APPLICATIONS: JANUARY 5, 2010**

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP: \_\_\_\_\_

FEDERAL IDENTIFICATION #: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-MAIL : \_\_\_\_\_ FAX: \_\_\_\_\_

**TYPE OF VENDING UNIT:** (Note: A pushcart is an unenclosed cart that can be pushed by one person without the aid of a vehicle. If your unit has sides and must be towed and positioned by a vehicle, your unit is a trailer, NOT a pushcart).

**Check One:** Tent\_\_\_\_ Trailer\_\_\_\_ Truck\_\_\_\_ Push Cart\_\_\_\_ Other\_\_\_\_

**NO. OF LOCATIONS:** One\_\_\_\_ Two\_\_\_\_ Three\_\_\_\_

**UNIT MEASUREMENTS:** Length:\_\_\_\_\_ Width:\_\_\_\_\_ Height:\_\_\_\_\_

**TOTAL SQUARE FOOTAGE REQUESTED:** \_\_\_\_\_ (Sq. Ft. = Length x Width)

(Important: Measurements must include ALL space needed. Length is side from which selling is done, width is the depth of unit, and height is how high the unit is, including decorations).

**TYPE OF POWER SOURCE USED (Vendor MUST provide silent generators):** \_\_\_\_\_

**MENU:** (If more space is needed, attach a separate sheet to application form.)

**ITEM / PORTION SIZE / PRICE (Note that these prices must be posted at the Festival)**

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The Festival can reserve a grey water storage container for your concession space for an additional fee of \$150.00 Please check box to denote your request for this item. If not, the Festival will reserve 3 storage containers that will be centrally located at the Festival for Concessionaire's use.

# Festival in the Park, Charlotte, NC

## CONCESSIONAIRE CONTRACT

### September 23 – 26, 2010

PLEASE NOTE DEADLINE FOR APPLICATIONS: **JANUARY 5, 2010**

This 2010 Festival in the Park Concessionaires Contract is made and entered into by and between Festival in the Park (Festival) and \_\_\_\_\_ (Concessionaire). This agreement shall become effective upon signing and shall remain in effect until the specified termination date. In consideration of the mutual promises and conditions herein and recognition of Concessionaire's role as an independent contractor and not an employee of Festival, Festival and Concessionaire agree as follows:

#### I. DUTIES OF THE CONCESSIONAIRE:

- A) The Concessionaire shall provide all equipment, electricity (silent generator), water, items and articles necessary for the conduct of business.
- a) The Festival must approve all electrical sources at least one week before the Festival's start date. **(SILENT GENERATORS AND SELF-SUFFICIENT SYSTEMS ARE REQUIRED).**
- b) Ice will be available at the Festival for a fee. Payment will be required at the exchange point.
- c) The Festival has an exclusive soft drink agreement. Concessionaire will be contractually obligated to sell exclusive product during Festival hours. Any logo other than exclusive sponsor must be removed or covered during Festival hours. Concessionaire **must purchase** exclusive soft drink and bottled water on site. (Please do not purchase product elsewhere.)
- d) All drinks will sell at the Festival's assigned price.
- B) The Concessionaire shall provide and maintain the necessary inventory required to satisfy public demand. All food products sold or kept for sale by the Concessionaire shall be first class in quality and conform to applicable Federal, State and County laws, ordinances, and regulations in all respects. **Solid flooring is required under all serving areas.**
- C) The Concessionaire is responsible for maintaining a first class appearance of his/her area/apparatus. Less than such first class will not be acceptable. Front/rear/sides must be equally presentable.
- D) The Concessionaire shall not offer for sale any adulterated, misbranded, or impure articles. No items shall be sold in glass containers. All food items shall be stored and handled with due regard to sanitation.
- E) The Concessionaire shall submit a listing of food offered for sale during the term of the contract. **This price must match what is displayed at the Festival.** Include portion size and the price of each product. **The Festival strongly condemns above market prices.**
- F) The Concessionaire shall not sell or distribute tobacco products or alcoholic beverages, including beer, wine, and spirituous liquors.
- G) The Concessionaire shall not sell or distribute any nonfood items. Any concessionaire who does not meet this requirement will be removed from the park grounds immediately.
- H) The Concessionaire is responsible for transporting and eliminating his waste/refuse/unused propane. **Under no circumstances should it be released at Freedom Park.**
- I) The Concessionaire shall hire, employ and pay the full compensation of all its employees engaged in the provision of aforementioned sales and shall provide Festival, in advance, a complete listing of those employees.
- J) The Concessionaire shall ensure that all employees maintain appropriate attire, including shirts, hats, etc., identifying each worker as an employee of the Concessionaire.
- K) The Concessionaire shall abide by all applicable Mecklenburg County and Mecklenburg County Parks and Recreation Department rules, regulations, instructions, and ordinances. The Concessionaire shall abide by all other applicable laws and regulations.
- L) The Concessionaire shall hold a valid permit from the Mecklenburg County Health Department if food and/or beverages requiring such a permit are to be sold. Concessionaire to provide scaled drawing of unit with application.
- M) If Concessionaire utilizes a tent, it must meet International Fire Code Chapter 24. (Fire Prevention Bureau of the Charlotte Fire Department, contact: Inspector Tanya Crocker at 704-336-3202 office)
- N) All temporary Concessionaires must pay to *Mecklenburg County Prepared Food and Beverage* a **tax deposit of \$50 by September 1, 2010.** (Contact: Betty Turner, 700 N. Tryon Street, Charlotte, NC 28202; Phone: 704-432-1647 or 704-336-6315; Fax: 704-319-9455)
- O) All temporary Concessionaires must pay to *Mecklenburg County Health Department* a **\$75.00 application fee for your permit** to be reviewed. This fee is for each location. The Concessionaire shall display the official Health Department Certificate and Festival Vending Permit in full view of the public at all times during the operation.
- P) The Concessionaire shall display a price list of goods sold in full view of the public at all times during the operation.

- Q) The Concessionaire agrees to pay the Festival 50% of the Concessionaire fee within 14 days after notification of acceptance and final 50% due by July 15, 2010. No extensions under any circumstances will be accepted. Failure to submit required funds will result in termination of participation. **NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A \$35 fee will be charged for all returned checks.**
- R) The Concessionaire shall not sublease or transfer this contract or vending permit to any other party without prior written permission of the Festival.
- S) The Concessionaire shall notify the Festival's Concessionaire Director of the need to cancel scheduled services at least 30 days prior to the event's dates. 50% of the total concessions fee may be returned if a qualified replacement can be found. In the event that Concessionaire cancels this Agreement and no replacement is found, no refund will be due Concessionaire.
- T) **The Concessionaire agrees to arrive by 10:00am to position area / apparatus on Wednesday, September 22, 2010.** Registration with the Festival at Freedom Park located on Cumberland Avenue must precede any setup. At 1:00 p.m., specific instructions will be explained during a questions and answer session. Due to the magnitude of the event, earlier or later setup will not be granted without prior written request and consent.
- U) The Concessionaire will not be permitted to operate a motorized vehicle on Freedom Park grounds during Festival hours. *No overnight parking will be allowed in Freedom Park and all vehicles will need to be removed from within the park as soon as unloaded.*
- V) The Concessionaire agrees to conform to all of the Duties of the Concessionaire.
- W) The Concessionaire understands that selection for participation in future Festivals will depend on a merit system based on:
- a) Contract with the County of Mecklenburg Parks and Recreation
  - b) Amount of revenue generated
  - c) Quality of items sold
  - d) Level of cooperation with Festival staff and other concessionaires
  - e) Number of consecutive years at Festival
  - f) Number of years at Festival
  - g) Proximity to Mecklenburg County
  - h) Special Sponsorship Packages
  - i) Attractiveness of area/apparatus
  - j) Level of self-sufficiency
  - k) Proper handling/dispensing of waste
- X) No Concessionaire will sell nor promote their products beyond their assigned area.
- Y) All Concessionaires shall dispose of sewage, wash water, detergents, oil, cooking grease, or other pollutants in the proper way. (per N.C. General Statute 143-215.1(a). Maximum penalty under this law is \$25,000. per day, per violation)
- Z) All Concessionaires shall support and adhere to the **Festival's Recycle Program.**

## II. INDEMNITY AND INSURANCE

- A) The Concessionaire shall indemnify and save harmless the Festival and Mecklenburg County and their respective agents, directors, members, agents, and employees and their successors and assigns from and against all losses, costs, damages, expense, and liability arising directly or indirectly from operations, products, or services rendered by Concessionaire or any acts or omissions of Concessionaire, its employees and agents, directly or indirectly under this contract, including, without limitation, any accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, any violations of law and any taxes owed..
- B) The Concessionaire agrees to purchase and maintain during the term of this contract with an insurance company acceptable to the Festival, and authorized to do business in the state of North Carolina, the following insurance:
- a) Automobile Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$100,000 each person, \$300,000 each occurrence bodily injury liability and \$50,000 each occurrence property damage liability.
  - b) Comprehensive General Liability Bodily injury and property damage liability insurance from claims, which arise from operations related to this contract. The amounts of each insurance shall not be less than \$2,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for products/operations and contractual liability assumed under the indemnity provisions of this contract.
  - c) The Concessionaire shall submit a statement that he/she is a sole proprietor, has no employees and is not required by the State of North Carolina to carry Worker's Compensation Coverage. If the Concessionaire does have employees, the concessionaire shall provide proof of Statutory Workers' Compensation coverage in the form of a certificate of insurance as required in paragraph "d" below.
  - d) The Concessionaire shall provide certificates of such insurance to the Festival not less than 60 days prior to the setup of its area/apparatus, naming ***Festival in the Park*** and ***Mecklenburg County Parks & Recreation*** as **Additional Insureds and providing that Festival shall be notified 30 days prior to any cancellation of coverage. Failure to provide such insurance may be grounds for termination of this contract. No refunds shall be granted upon such termination.**

**III. RIGHTS RESERVED BY THE FESTIVAL**

- A) The Festival reserves the right to grant, deny or revoke concession contracts and permits before and during the Festival week at Freedom Park.
- B) The Festival reserves the right to select the location(s) at Freedom Park that the Concessionaire will be permitted to sell his/her product.
- C) The Festival reserves the right to conduct random unscheduled inspections of Concessionaire’s vending spaces/apparatus.
- D) The Festival reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the Festival that is judged to be less than first class in quality by the Festival.

**IV. AMOUNT OF CONCESSIONAIRE FEE & METHOD OF PAYMENT**

- T) The Concessionaire shall pay the Festival in the Park a Concessionaire fee to be determined at the time of acceptance to the Festival. The Concessionaire shall pay the Festival 50% of the Concessionaire fee 14 days after notification of acceptance and the remaining 50% by July 15, 2010. All payments will be by either cash or certified check only. **NO REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A \$35 fee will be charged for all returned checks.** The Concessionaire shall notify the Festival’s Concessionaire Director of the need to cancel scheduled services at least 30 days prior to the event’s dates.

**V. THE TERM OF THE CONTRACT**

- A) The term of this contract shall begin upon its signing by the Festival and continue through October 10, 2010; provided, however that the provisions of Section II above regarding indemnification shall survive termination of this Agreement.
- B) Neither party to this agreement shall be deemed to be in default under this agreement to the extent that such party’s performance is hindered or made impossible by an act of God, war, revolution, or insurrection, or other event beyond the control of the party affected (other than the inability to finance its operations under this contract). A party affected by and event of force majeure shall notify the other party of such event and use its best efforts to remedy the situation or reduce the effect of the event of force majeure with all reasonable speed.
- C) The validity, construction and performance of this agreement shall be governed by and interpreted in accordance with the laws of the County of Mecklenburg and the State of North Carolina, without regard to the provisions of conflicts of laws thereof.
- D) This agreement represents the entire understanding of the parties with respect to the subject matter thereof and supersedes all prior oral and written expressions relating hereto. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the other provisions shall not be affected or impaired.
- E) This agreement shall not be effective until signed on behalf of the Festival by the Concessionaire Director and Concessionaire shall have no rights hereunder of any kind until so signed.

**In Witness Whereof, the parties have duly executed this Contract as of the date next below setforth.**

\_\_\_\_\_  
**Signature of Concessionaire/Proprietor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Concessionaire/Proprietor**

\_\_\_\_\_  
**Signature of Concessionaire Director for Festival in the Park**

\_\_\_\_\_  
**Date**