

## CARIFEST'423; VENDOR CONTRACT Brown Square Park

Dear Prospective Vendor,

The Rochester West Indian festival Organization, Inc. is celebrating 37 years in the City of Rochester and will be hosting our 37<sup>th</sup> Anniversary of CARIFEST. This event, which attracts thousands of festivalgoers each year, will be held at Brown Square Park on Saturday, August 12, 201;

The Rochester West Indian Festival Organization, Inc. has an agreement to operate a festival known as CARIFEST 201; granted by the City of Rochester Office of Special Events, and the right to sublet space to various vendors for them to conduct business during CARIFEST 201;. To become a vendor, please complete and return the enclosed application with payment and security deposit by Monday, July:, 201;.

The fee to occupy a vending space at **CARIFEST** is based on the kind of concession, e.g. food, crafts or non-profit. All fees for each vending space are outlined below. The fee covers space for one (1) day, **Saturday**, **August 12**, **201**; If for any reason the festival is cancelled, vendors will be entitled to a refund based on the time of the cancellation.

Attached, you will find pertinent information regarding your participation and the enclosed official vendor application. Vendor space is leased on a first come, first serve basis to approved vendors.

Please visit our website for any additional information on the organization at <u>www.rwifo.com</u>, emails can be sent to <u>vendor@rwifo.com</u> or call 585-234-0909.

Thank you and we welcome your participation in CARIFEST 201; .

We look forward to hearing from you soon.

Sincerely,

Arianne Walker-Samuels

· Arianne Walker Samuels

President, RWIFO, Inc.



# Carifest 423; 'Vendor Application

Mail Completed document & payment to: RWIFO Inc., P.O. Box 64551, Rochester, NY 14624 Attn: Carifest Vendor Committee

Please print the following info Organization Name:	ormation:
	Email address:
Address:	
* *	with payment for all vendors. This deposit is refundable within 30 days after the extensive area damage and/or cleanup.
Please select your vending typ	e and cost: A limited number of passes will be provided to each type vendor.
☐ Food: \$620.00 + deposit	
☐ Other Food (Hotdogs, Hamburg	ers, Ice Cream etc.): \$420 + deposit
☐ Smoothies/Lemonades/Slush	ies (drinks <b>NOT</b> sold by the bar): \$125.00 + deposit
☐ Arts & Crafts, Jewelry, Cloth	ning, Music etc.: \$150 + deposit
□ 501c (3) Nonprofit: \$100 + de	posit
<u> </u>	Vendors requiring more than a 10'x10' space will be charged for cf f kkqpcnspaces. (including buses, trailers, trucks or vans)
•	<b>promotion</b> (must be completed for processing and approval):
in the form of a cashiers/certi	essed without full payment for designated vending space(s). Payments must be fied check, credit card or money order made payable to RWIFO, Inc. and online only at www.rwifo.com
I have read, understood, and ag	ree to adhere to the guidelines as stipulated on this application.
Signature	Date



#### **Guidelines for ALL FOOD vendors**

- 1. Vendors are required to have a State of New York Department of Health temporary food service permit.

  Inspectors will be on the premises during the event to inspect operations and issue permits.
- 2. There shall be no smoking by persons preparing, cooking or serving foods.
- 3. Vendors who cook with grease type products as a part of product preparation are required to
  - a. place heavy asphalt roof sheathing with corrugated boxing paper on top on the pavement, parking lot, street, or grass area as flooring for their booth. ABSOLUTELY NO EXCEPTIONS!
  - b. use a grease trap.
  - c. properly remove and dispose of all grease from the festival area. No grease or oil may be poured onto festival premises THE VENDOR WILL BE ACCOUNTABLE FOR ANY COSTS ASSOCIATED WITH THE CLEAN UP OF GREASE.
- 4. Cooking equipment, such as BBQ grills, deep fryers, etc., which requires outdoor use, should stay out of the reach of children and away from pedestrian traffic areas.
- 5. If running water is not available in the booth, vendor must provide enough water for cleaning and handwashing purposes.
- 6. Refrigerators and freezers must have accurate thermometers. All perishable foods must be refrigerated.
- 7. Hair restraints must be worn and hands must be kept clean by persons preparing, cooking or serving foods. Disposable gloves and hand sanitizers are also recommended. It is strongly recommended that at least one person (who is not serving or preparing food) be designated to handle all monies.
- 8. Vendors must provide covered containers with plastic garbage bags for trash. Cardboard boxes are not allowed.
- 9. All Food Vendors must have at least one fire extinguisher per cooking unit.
- 10. All items must be stored off the floor and someone must be present at all times with food.
- 11. All food must be covered when not being accessed. Serving utensils (forks, spoons, etc.) shall be covered or properly stored when not in use.
- 12. The use pesticides, insecticides or pest strips is not allowed. If necessary, flypaper is satisfactory. Vendors should guard against habits that seek to attract insects or other pests.
- 13. Electricity will be provided for those vendors requiring electricity.
- 14. Absolutely no glass (products, beverages, cups, etc.) may be brought or sold on the festival site.



#### **Guidelines for ALL vendors**

- 1. The Rochester West Indian Festival Organization (RWIFO) reserves the right to remove any vendor from the festival site who does not comply with the established guidelines. The vendors will not be compensated for the occurrence of any such action.
- 2. RWIFO has the sole rights for the sale of all alcoholic beverages. VENDOR SALES OF ALCHOHOLIC BEVERAGE SALES ARE NOT ALLOWED.
- 3. Vendors are responsible for collection, reporting and payment of the New York State Sales tax for the sale of any items on the day of the event. Payments must be made to the New York State Department of Revenue.
- 4. ONLY APPROVED ITEMS listed on the application form will be sold. RWIFO has the rights to instruct Vendor to remove un-approved items.
- 5. Vendors must provide their own materials (tents, chairs, tables, decorations, etc.)
- 6. All vendors will receive passes, parking permits, etc. for entrance to the festival site.
- 7. All vendors must have a fire extinguisher designed for electrical fires and if the booth is preparing or heating food it must also have a fire extinguisher designed for grease fires.
- 8. Amplifiers or Speakers will **NOT** be permitted during the Carifest Festival. Music must not disturb performances or music from the main stage.
- 9. Setup on Festival Day will begin at 8:50am until 11:30am. The festival gates will open at 1:00pm. Vendors must be in place by 9:00am to avoid unnecessary delays and/or confusion. NO VENDOR WILL BE ALLOWED IN THE PARK AREA AFTER 12:00 noon. The Vending area must be cleared in the evening by 10:30pm on Festival Day. All Vendors must clear their respective areas and must provide their own plastic bags for garbage in their immediate surroundings. Vendors must not discard unwanted food on festival premises.
- 10. Vendors will be allowed to sell on the day of Carifest Festival from 1:00pm to 10:00pm. Space will be allocated based on the vendor application form submitted. No changes will be made on the day of the event.
- 11. Foul language and aggressive or abusive behavior will not be tolerated.
- 12. No illegal substance, smoking, or use of any type of drug is allowed on the Festival site will not be tolerated.



- 13. Vendors agree to provide their own liability coverage for anything related to the food or operation of their concession booth. Should damage or loss occur, vendor agrees not to hold **The Rochester West Indian Festival Organization Inc.**, responsible under any circumstances.
- 14. No refunds will be made a week prior to the event date.

### **AGREEMENT AND TERMINATION:**

Signature

The Rochester West Indian Festival Organization Inc. and participating food vendor mutually agree that the operation of business at the festival site during CARIFEST 201; shall be governed by the terms of this agreement, and that such agreement including any attachment or amendment to such agreement, constitute the entire agreement between the parties hereto, with respect to the subject matter hereof, and may not be changed or modified except by agreement in writing and signed by both parties.

The Rochester West Indian Festival Organization, Inc. may, at its election, terminate the agreement between the participating vendor and The Rochester West Indian Festival Organization, Inc. at any time upon a breach by vendor of any of the terms and conditions set forth in said agreement and upon and after such termination, cause vendor to forfeit all rights resulting in The Rochester West Indian Festival Organization, Inc. having no obligation to vendor under such agreement.

It is understood and agreed by anyone submitting an application that neither the Vending Committee nor anyone associated with the Rochester West Indian Festival Organization, Inc. (RWIFO) nor their sponsors, event venue owners, shall be held liable for any physical and/or property damage or loss for the duration of this agreement.

Date

Business/Organization name:	
For O	ffice Use Only) OFFICIAL RECEIPT
VENDOR BOOTH #	To:
Date received:	
Money Order number:	Certified/Cashier's Check number:
RWIFO Representative:	Date: