

2017 BERGEN COUNTY MUSIC FESTIVAL FOOD & BEVERAGE VENDOR APPLICATION

Note: This application does *not* guarantee spaces at the Bergen County Music Festival. All information must be completed or the application will not be accepted. Include a **photo** of your booth and a **complete menu** of everything you wish to sell. Attach a **dimensioned diagram** showing the front, back, serving sides, door, tongues on trailers, storage areas, the location of power and water connections, location of cooking/heated surfaces, sinks, prep areas.

EXCLUSIVITY IS NOT GUARANTEED: FEE \$175

CONTACT INFORMATION:

Business Name: _____

Primary Business #: _____

Secondary Phone #: _____

Cell Phone #: _____

Contact Name: _____

Address: _____

City/ State/ Zip: _____

Email Address: _____

Write all the menu items you wish to sell and provide:

How much time do you need for set up? _____

Do you use BBQ grill? _____ If propane is used, please list tank size _____. Number of tanks used: _____

Vend from: __ Tent, __ Trailer, __ Van, __ Truck, __ Cart, __ Car, __ Cycle, __ Other

Do you need access to fresh water? _____

PLEASE PROVIDE THIS IMPORTANT PARKING AND ELECTRICAL INFORMATION

I would like the option to use my ____ built-in or ____ freestanding generator. ____ I will comply with all Bergen County Park fire regulations.

Other than a mobile concession unit that must fit with your booth space, will an extra space be needed for parking a supply trailer or some other large vehicle that won't/can't fit in a parking stall? ____ No ____ Yes(Please explain).

(Don't forget to attach a detailed diagram of your booth layout including storage, grills, and support equipment.)

ALL VENDORS RECEIVE ONE PARKING SPACE. INDICATE ADDITIONAL SPACE NEEDED _____

ALL FOOD VENDORS MUST PROVIDE A COPY OF THEIR BERGEN COUNTY VENDOR CERTIFICATE.

Return this application + full booth fee by August 4, 2017

Read and sign the below of this application and return it with a check in the full amount due.

BOOTH FEE DUE: _____

Payable to: **BERGEN COUNTY MUSIC FESTIVAL**

Your payment will be returned if you are not accepted.

2017 Bergen County Music Festival Food & Beverage Vendor Agreement

For Information Contact Deborah Keeling-Geddis Email: dakeelinggeddis@gmail.com

Return to: Tri-Arc Community Development Corp. 218 Passaic Street Hackensack, NJ 07601

Attn: 2017 BCMF

This agreement is entered into this day, by and between the Tri-Arc Community Development Corporation, a non-profit corporation, hereinafter referred to as the "Tri-Arc CDC" and the vendor listed on the opposite page, hereinafter referred to as the "VENDOR".

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

1. INDEPENDENT CONTRACTOR status: The VENDOR is considered to be an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the Bergen County Music Festival, Tri-Arc CDC, Bergen County, or the Bergen County Parks and Recreation, nor shall they be eligible for any employee benefits from those listed above.

The VENDOR represents and warrants that any and all federal, state, and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the VENDOR. If the Tri-Arc CDC is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the Tri-Arc CDC and the other parties named above from those costs including attorney fees.

2. SCOPE OF WORK: VENDOR agrees to perform services under this Agreement primarily by serving as a food and/or beverage vendor at the Bergen County Music Festival in the park between the hours of 2:00PM and 9:00PM on August 19, 2017. VENDOR will fully comply with the Special Event Requirements of the Bergen County Fire Dept. The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electrical Code. The VENDOR further agrees to use only heavy gauge grounded three-wire extension cords and not use any non-grounded equipment. The VENDOR understands the serving food and beverage products requires obtaining a Temporary Food Services Establishment Permit, <http://www.co.bergen.nj.us/index.aspx?NID=1182> or www.co.bergen.nj.us/Home>Services>Health Service>Consumer Health>Temporary Food Vendors and paying all health permit and inspection fees at least three weeks prior to the event date. The Bergen County Dept. will only accept cash, money order, or cashier checks. (NO PERSONAL CHECKS) For food handlers permits call (201) 634-2600. VENDOR agrees to obtain necessary health permits and provide proof of insurance before August 4, 2017 or risk loss of vending rights. Contact Mary Ann Ligos at (201) 336-2730 if you have any questions.

3. PAYMENTS: The VENDOR must provide this completed agreement and pay the appropriate booth fee to the TRI-ARC CDC before the due date of August 4, 2017. Payments are refunded if application is not accepted. Once a check clears the bank a notice of acceptance will be mailed. Canceled check and acceptance letters serve as a receipt. Applications received after August 4, 2017 will be considered on a case by case basis. VENDOR agrees to properly dispose of all trash & leaves their space undamaged, and free of trash, grease, and cooking waste. Special requests for spaces are prioritized according to the date the applications are received with a payment and a written request. The Vendor understands that cancellation refunds will not be granted after July 29th.

4. INDEMNIFICATION: VENDOR indemnifies and holds harmless the Tri-Arc CDC, its sponsors, Bergen County, Bergen County Parks and Recreation, their officials, representatives, officers, agents, and employees, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or omissions by the VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, VENDOR shall pay any judgment or lien arising there from, including any and all costs as part thereof. By August 4, 2017 the VENDOR must be able to supply proof of insurance with a minimum of \$1,000,000 of liability coverage naming the Bergen County Music Festival, Tri-Arc Community Development Corporation, Randy G Music LLC & Bergen County Parks and Recreation as an additional insured, to the Tri-Arc CDC 218 Passaic Street Hackensack, NJ 07601

5. ENFORCEMENT: If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement it becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.

6. ENTIRE AGREEMENT: VENDOR agrees to abide by the rules and the directions of the event staff. Space assignments are subject to change. Exclusivity was not implied or granted. This constitutes the complete and final agreement of the parties, it replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only in writing and signed by both parties, both acknowledge receipt of an executed copy of the agreement. Complete both sides. Sign and return this agreement with your booth fee, a photo of your booth, list merchandise or your menu and prices.

My signature below certifies I have read, understand, and agree to comply with the terms of this Agreement. (Keep a copy.)

(Required) Signature of vendor/owner (Clearly print) – The name of the Vendor/Owner & the Business Name

Date _____