

CANANDAIGUA ART & MUSIC FESTIVAL

July 14-16, 2017

FOOD VENDOR TERMS & CONDITIONS

MENU AND PRICE Food Vendor shall sell the food described at the prices listed on the attached, approved Food and Beverage Application.

Canandaigua Art & Music Festival (CAMF) reserves the right to limit the types of food and drink offered for sale to ensure variety and eliminate repetition. Any changes to the submitted menu must be made in writing and approved by CAMF. Violation of this procedure will result in booth closure.

“OFFICIALS” Canandaigua Art & Music Festival may have a series of “Official” food, drink, and other product sponsors. To support and protect these sponsors, Food Vendor will be required to sell the “Officials” and cannot sell a similar product. In addition, Food Vendor will be required to purchase these “Officials” from the Festival suppliers. Details of “Officials” will be provided to Food Vendors at a later date.

SALES Food Vendor must provide CAMF with a summary of daily sales at the end of the Event. Failure to provide sales summary will result in forfeiture of the Damage Deposit.

TAXES Food Vendor shall be solely responsible for the payment of New York sales tax. A copy of your “New York State Certificate of Authority” must be displayed in your booth. Food Vendors will not be allowed to participate without this certificate.

FOOD VENDOR OPERATIONS Food Vendors are required to have personnel present to operate the booths on a continuous basis. Must be in fully operational during the official operating hours of the event. No vendor may open later or close earlier without prior approval of Festival Manager. In case of inclement weather or other problems, CAMF will determine if official operating hours should be shortened.

CAMF requires all Food Vendors to operate their businesses in a professional manner. All Food Vendors’ on-site personnel must wear business attire. At the discretion of the Festival Manager, a Food Vendor who does not conduct themselves, their agents and/or employees in a professional manner will not be refunded the damage and sanitation deposit and/or may be expelled from the Event.

Food Vendors may not hawk, peddle, sell, or advertise outside of their assigned areas. **THIS WILL BE STRICTLY ENFORCED!**

INSURANCE

Food Vendor agrees to file with CAMF no later than 15 days prior to the start of the Festival a Certificate of Insurance with proof of the following coverages:

1. General Liability in minimum limits of \$1,000,000
2. Products Liability in minimum limits of \$1,000,000
3. Workers' Compensation in accordance with the laws of New York State

Insurance Certificate listing Break The Ice Media and DCBMA as additional insured (BOTH listed separately)

Downtown Canandaigua Business Management (DCBMA)
Canandaigua Art & Music Festival
115 South Main Street
Canandaigua, NY 14424

Break The Ice Media
Canandaigua Art & Music Festival
56 N. Main Street
Pittsford, NY 14534

Break The Ice Media and DCBMA shall be listed as additional insured for the duration of each Event.

The foregoing coverages and limits are to be considered as minimum requirements. This insurance shall be issued in a company or companies licensed to do business in New York State and shall provide for written notification to Break The Ice Media and DCBMA 30 days prior to termination or restrictive amendment.

LICENSES

Food Vendor shall obtain all permits necessary to serve food @ The Canandaigua Art & Music Festival.

PERMITS & LAW

A PERMIT IS REQUIRED FROM THE ONTARIO COUNTY HEALTH DEPARTMENT TO SERVE FOOD AT THE FESTIVAL. This is required even if Food Vendor is a local business. It is Food Vendor's responsibility to contact the health department (315-789-3030) for vending food from a location other than the normal place of business. Out-of-town Food Vendors must also call the department to obtain the proper forms. A copy of the Ontario County Health Department permit shall be given to Break The Ice Media and DCBMA no later than 15 days prior to the start of the Event, and shall be prominently displayed in Food Vendor's booth during the Event.

Food Vendor agrees to adhere to all City, County, State, and/or Federal health, labor, safety, and all other applicable laws and regulations.

FOOD VENDOR INFORMATION

1. Food Vendors are restricted from selling products that compete with Festival sponsors. The names of these Festival-sponsored food, beverages, and other products will be provided at a later date.
2. Concerning Health Permits: if your food booth has health violations, this may result in a fine and/or booth closure.
3. Along with your site fee and damage deposit, please submit copies of the following:
 - a. Your 2017 County Health Permit
 - b. New York State Tax Certificate
 - c. Workers' Compensation in accordance with the laws of New York State

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FOOD VENDOR IMPORTANT INFORMATION and REQUIREMENTS

- EVENT HOURS** Hours of Operation for the 2017 Festival are: 12-7 Friday, 10am-5pm Saturday & Sunday
- PARKING** Food Vendor agrees to comply with Canandaigua Art & Music Festival parking regulations.
- POWER SOURCES** Electric may be available, on a limited basis. If electric is available, Food Vendor must supply ALL 12-gauge outdoor electrical extension cord that is needed for each booth. Food Vendor may provide propane, butane, or other heat source provided it meets fire marshal approvals. The use of generators must be approved in advance, in writing, by CAMF.
- SIGNS** All Food Vendors must supply signage in the Food Vendors name. No hand-printed signs are allowed. Food Vendor shall prominently post a sign or signs listing the prices of all items being sold by Food Vendor.
- CHECK-IN** Food Vendor may set up after 4PM on Thursday, July 13 and must be set up by 11AM Friday July 14. Food Vendor is required to sign in with Festival Manager prior to setting up and occupying his/her site. At this time, Food Vendor and Festival Manager will complete a checklist and sign it, indicating that the site is clean.
- CHECK-OUT** Food Vendor must be vacated by 8PM Sunday, July 16. Prior to vacating his/her site, Food Vendor must request an inspection by Festival Manager, at which time Food Vendor and Festival Manager will complete a checklist and sign it, indicating the condition of the site.
- DAMAGE DEPOSIT** Food Vendor is required to pay a \$200.00 refundable damage and sanitation deposit for each booth. This fee will be refunded to Food Vendor at the end of the Event if there are no damages, if the booth has been cleaned to the satisfaction of authorized event personnel and if the final sales summary report has been completed and turned into CAMF.
- Food Vendor is required to provide a covering of wood, canvas or plastic for the floor surface to protect the grass or sidewalk from damage. Food Vendor is responsible for maintaining a neat and clean area at least 10 feet surrounding the Food Vendor's site and assures that the area will be returned to its Pre-Event condition.
- FEE** The fee for each 10' X 20' booth is a base fee of \$400.00 versus 22.5% of sales, whichever is greater.
- SALES** Food Vendor must provide CAMF with a summary of daily sales at the end of the Event. Failure to provide sales summary will result in forfeiture of the Damage Deposit.
- HEALTH PERMIT** The City of Canandaigua is in Ontario County. A PERMIT IS REQUIRED FROM THE ONTARIOS COUNTY HEALTH DEPARTMENT TO SERVE FOOD AT THE FESTIVAL. It is Food Vendor's responsibility to contract the health department (315-789-3030) for vending food. For more information see Terms & Conditions.