

FOOD VENDOR RESERVATION



EVENT NAME: Red, White & BOOM

Monday, July 4, 2022

Return all paperwork and applicable fees:

Allison Vives-Vietri | [avives@capecoral.net](mailto:avives@capecoral.net) | 239-573-3122

City of Cape Coral PO Box 150027, Cape Coral, FL 33915

Location: Cape Coral Parkway at the foot of the Cape Coral Bridge

Event hours: 5:00 pm – 10:00 pm

Vendor Check-in: 9:00 am – 11:00 am

Vendor Check-in Address: 1798 SE 47<sup>th</sup> Terr., Cape Coral, FL 33904

Set-up hours: 9:00 am – 2:00 pm

Tear down hours: 10:00 pm -11:30 pm

Estimated attendance: 30,000

FOOD VENDOR INFORMATION

Contact Name: \_\_\_\_\_

FOOD VENDOR name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Description: \_\_\_\_\_

Footage Amount: \_\_\_\_\_ Total Due: \_\_\_\_\_

Fee Structure:

20-30 ft Food Truck - \$300

10-15 ft Snack Vendor - \$200

Large Food Tents – \$35 per ft.

# FOOD VENDOR RESERVATION

The FOOD VENDOR agrees to all the following terms, conditions and rules.

1. **RIGHT TO SELL:** FOOD VENDOR shall have the right to sell the items set forth on the original application. Said sales are to occur only within the area designated by the EVENT for the FOOD VENDOR.
2. **BEVERAGES:** FOOD VENDOR shall not sell, distribute, or in any way disseminate alcoholic beverages. Non-alcoholic beverages (Pepsi products), INCLUDING WATER, are permitted.
3. **SPACE RENTAL FEE:** FOOD VENDOR agrees to rent a booth space during the 2021 – 2022 EVENT SEASON to be held 10/01/21 - 9/30/22. All fees are due and payable with the submittal of this agreement NO LATER THAN ONE WEEK PRIOR TO EACH EVENT. No subletting of booth space is permitted.
4. **MENU REVIEW:** FOOD VENDOR must submit a full menu 2 weeks before the event to be reviewed by EVENT STAFF. The EVENT reserves the right to deny any Food Vendor that is not in the best interest of the EVENT. The EVENT STAFF will review applications; specific foods must be listed on the application to ensure a balanced selection of menu items per vendor. Food vendor selection will be subject to a thorough menu review. If multiple vendors apply to sell the same products the most appropriate vendor will be accepted. Remember, we are always looking for unique vendors who offer multiple options to create a great experience for attendees.
5. **LIABILITY INSURANCE:** Your 2022 liability insurance requirement is \$1,000,000/\$1,000,000. Please inform your liability insurance carriers to issue a certificate of insurance showing liability insurance coverage for 2022 Cape Coral Red, White and BOOM with The City of Cape Coral 1015 Cultural Park Blvd. Cape Coral, FL 33990 named additionally insured.
6. **LICENSES:** All food vendors must obtain a license from the Department of Business & Professional Regulation before operating a temporary retail food establishment. Participating food vendors must comply with the rules and regulations of the State of Florida Health Department and any other governmental body with jurisdiction over any City of Cape Coral special event.
7. **HOURS OF OPERATION:** FOOD VENDOR booths must remain fully staffed and open between the event operation hours on the specific event day, regardless of weather conditions. Closing early or opening late for any reason, may preclude FOOD VENDOR from participating in future events. FOOD VENDOR understands that the EVENT will be held rain or shine, and no refunds shall be given.
8. **BOOTH SIZE:** Booth size will be designated by blue markings for all FOOD VENDORS. Any VENDOR whose set up extends beyond their allocated amount of footage will be charged an additional \$50.00 per foot. No sales or service shall be made from the sides or rear of the allotted space or spaces, unless vendor has paid for an additional space. FOOD VENDOR understands that the EVENT STAFF, at its sole discretion, will assign space.
9. **INCLEMENT WEATHER:** FOOD VENDORS that supply their own tents, canopies, etc., shall be responsible to adequately anchor all equipment to withstand the elements of weather. **Vendors are responsible to bring their own anchoring devices (weights and/or water barrels).** VENDORS WILL NOT be allowed to use stakes for securing tents, canopies, etc. on roadways, per the regulations of The City of Cape Coral Parks and Recreation. Many events are scheduled to be open as a rain or shine event, unless lightning is spotted in which outdoor activities will be suspended for 30 minutes from the time of the last strike. No refunds will be issued for inclement weather.
10. **LOAD-IN/SET-UP:** Load-in times vary based on booth location and begin on the day the event is being held. All booth set up must be completed one hour prior to the start of the EVENT. Late arrivals will be placed at the discretion of the Event coordinators, there will be no vendors placed after 12:00 pm. VENDOR VEHICLES ARE STRICTLY PROHIBITED OUTSIDE OF THE ALLOTTED HOURS OF 9:00 AM – 2:00 PM.

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11. **LOAD OUT:** All FOOD VENDOR materials and GARBAGE must be removed from event site by 11:30 p.m. on the event date. Once the Cape Coral Police Officers working the event advise the EVENT STAFF that it is safe for vendors to re-enter the venue with their vehicles in order to tear down and depart for the night, we will advise you via loudspeaker and by word of mouth. The estimated timeframe for this should be between 10:30 p.m. - 10:45 p.m.
12. **SIGNAGE:** All FOOD VENDOR signs and banners must be contained within the assigned booth space. Each FOOD VENDOR is responsible for supplying their own signage for their booth.
13. **CONDUCT:** FOOD VENDORS may not consume alcoholic beverages within any assigned booth EVENT space. VENDORS must always be suitably attired. Behavior unsuitable for the EVENT, or which constitutes a public nuisance, will not be permitted. The EVENT STAFF, at its sole discretion, shall make the final determination of whether an act is unsuitable for the EVENT.
14. **STORAGE:** All FOOD VENDOR'S property shall be kept within the assigned booth space. Storage of supplies, equipment or inventory outside the booth space will not be allowed. Failure to comply may result in a fine of \$25.00.
15. **ELECTRICAL SERVICE:** FOOD VENDOR agrees to request electrical service, if necessary, from the EVENT. Generators, trailers, vans or other such mechanical devices are allowed if approved by the EVENT STAFF and designated in writing as part of this Agreement. It is the FOOD VENDOR'S responsibility to supply all cables and 100' extension cords.
16. **FIRE INSPECTION:** Fire Department Permits are required for the use of any temporary power sources (propane, charcoal, generators, etc.) or any large tents, canopies. Failure to comply will result in IMMEDIATE CLOSURE & REMOVAL FROM THE EVENT WITH LOSS OF ALL SUBMITTED MONIES.
  - i. Current tags must be within 6 months for hood systems
  - ii. Fire extinguisher tag must be within a year of the event date
17. **WATER:** Non-potable water will NOT be made available at the EVENT. Food Vendors are responsible for providing their own supply of water.
18. **GREASE:** Grease splattering is an area of highest concern. Please make sure you lay down carpet remnants underneath your cooking area and ensure grease-catching sheets extend beyond the primary cooking area to catch splatters. **GREASE MAY NOT BE Poured ONTO THE GRASS OR INTO STORM DRAINS.**
19. **CANCELLATION:** FOOD VENDOR understands that if the VENDOR cancels this Reservation, or fails to provide the required documentation, they shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages. No refunds will be issued.
20. **RESERVATION DEADLINES:** This Reservation shall be signed by the FOOD VENDOR and returned to the EVENT STAFF on or before June 24, 2022. A late fee of \$25.00 will be assessed if application is submitted after the reservation deadline. This Reservation shall become effective when received and accepted by the EVENT.
21. **HOLD HARMLESS:** In participation of this event I hereby, for myself, my heirs, executors and assigns, do waive, release, and hold the City of Cape Coral harmless from all claims or causes of action for damages or personal injury suffered by me while participation in this event. Whether known or unknown, and I understand that I am assuming the risk for any damages or injury to my property or person which I may sustain while participating in this event. If I should suffer any injury or illness, I authorize the employees of the Cape Coral Parks and Recreation Department to use discretion to have me transported to a medical facility and I take full responsibility for such action. I hereby authorize the use of any photographs, video picture or other material related to the event for publicity, promotion or news purpose.

# FOOD VENDOR RESERVATION

Food Vendor Checklist to accompany application:

- \_\_\_ Liability Insurance listing the City of Cape Coral additionally insured.
- \_\_\_ Food Vendor License from the Department of Business & Professional Regulation
- \_\_\_ Generator supplied by FOOD VENDOR
- \_\_\_ Photo of set-up
- \_\_\_ Menu/Pricing Sheet
- \_\_\_ Completed Application & Signed Agreement

Select Payment Type : Check, Money Order or Credit Card

By signing this FOOD VENDOR Reservation form, FOOD VENDOR acknowledges that:

1. FOOD VENDOR has had the opportunity to review this Reservation form.
2. FOOD VENDOR fully understands the terms and conditions set forth herein and agrees to be bound by the same.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for FOOD VENDOR

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Print Name

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FOOD VENDOR Company

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Authorized FOOD VENDOR Signature