



2016
SOUNDS EXCITING!

Wednesday, 6/22, 6/29, 7/6, 7/13, 7/20, 7/27 (6PM-9PM)
Lakewood Heritage Center (801 S Yarrow Street, Lakewood CO 80226)

Food Vendor Application (Deadline: April 18, 2016)

Enjoy the City of Lakewood's signature outdoor concert series hosted at the Bonfils-Stanton Foundation Amphitheatre. Sounds Exciting offers six (6) weekly concerts featuring both national and local artists, delicious food, and the Beer Garden (featuring craft beer from Lakewood breweries).

Food Vendor Requirements

Applicants are required to provide for approval a proposed menu including price points AND a picture of your setup as part of this application. Food Vendors may not sell any food or beverage item not listed on the approved menu. Food Vendors must possess a valid Retail Food Establishment License (mobile unit) or a Certificate of Approval from the Jefferson County Department of Health and Environment (temporary food vendors). For additional information, please contact Jefferson County Public Health.

Minimal Waste Program

The City of Lakewood takes a very proactive and committed stance pertaining to environmentally sound practices. The purpose of this program is to utilize reusable, recyclable and compostable materials wherever possible, and to minimize, with the goal of eliminating completely, the amount of waste generated by the event. Accordingly, all vendors must participate in this program. Please see Agreement Item #11 for details.

Selection Process

Up to four (4) food vendors will be accepted into the event. Acceptance will be based on the following criteria: **availability for all six event dates, type of cuisine, price points, and possession of applicable licenses** as determined by the City in the exercise of its sole, reasonable judgement. All vendors must follow and respect any site or sponsor agreements set by the Community Events Coordinator. To help facilitate profitability for all vendors, vendors may be asked to refrain from selling a specific item that is duplicative of an item sold by another vendor. Vendors will be notified of these items upon acceptance notification. Vendors are allowed to sell/offer only the goods/services detailed in their acceptance letter. PLEASE NOTE: this is a City of Lakewood sponsored event.

RETURN COMPLETED APPLICATIONS:

Address: 801 S Yarrow Street, Lakewood CO 80226

Email: JusGre@lakewood.org

2016 Sounds Exciting Food Vendor Application & Agreement

Contact Name _____

Business Name _____

Mailing Address _____

City _____

State _____ Zip _____ Phone _____

Phone (Cell/Emergency # during event dates) _____

Email _____

Required Documents

(Applications will be returned if any document is excluded)

1. Proposed Menu (including price points)
2. Proof of Insurance
3. Proof of Worker's Compensation Insurance **OR** Completed Workers Compensation Representation Form
4. Copy of Retail Food Establishment License **OR** Jefferson County Certificate of Approval
6. Diagram or Photo of Vendor Set-Up
7. West Metro Propane Tank Permit (if applicable)

Please call West Metro at 303.989.4307 to determine if a permit is required

Booth Fees

Please issue two (2) separate checks – one for the Rental Fee and a separate check for the Damage Deposit.
MAKE CHECKS PAYABLE TO: CITY OF LAKEWOOD

FOOD VENDOR BOOTH
(Please issue separate check after final concert)

1 Booth @ \$75
6 Concerts = **\$450**
(Due on or before July 27, 2016)

REFUNDABLE DAMAGE DEPOSIT
(Please issue separate check with application)

1 Booth @\$50
6 Concerts = **\$300**
(Due with application)

TERMS & CONDITIONS

_____ [Vendor Name] ("Vendor") hereby agrees, as consideration for being accepted to participate in **Sounds Exciting Concert Series, June 22, June 29, July 6, July 13, July 20, July 27** (the "Event"), as follows:

1. Vendor shall retain all revenue generated from Vendor sales.
2. Vendor shall provide proof of Workers' Compensation Insurance. Should Vendor have no employees, Vendor shall sign the attached Worker's Compensation Representation form and hereby acknowledges that the City will not be held liable for injuries resulting from Vendor's participation in the Event.
3. Vendor shall procure and keep in force for the duration of the Event a policy of commercial general liability insurance insuring Vendor, and naming the City as an additional insured, against any liability for personal injury, bodily injury, death or property damage arising out of Vendor's participation in the Event. Coverage amounts shall be maintained at no less than One Million Dollars (\$1,000,000) each occurrence, plus an additional amount sufficient to pay related defense costs and attorney fees. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Vendor hereunder.
4. Vendor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Vendor or its employees, agents, subcontractors or other persons acting under Vendor's direction or control arising out of Vendor's participation in the Event. Vendor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Vendor or its employees, agents or subcontractors, or other persons acting under Vendor's direction or control, with respect to Vendor's participation in the Event. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall the City indemnify or hold harmless Vendor.
5. Vendor shall be provided with a twenty-foot (20') by twenty-foot (20') ground space on a natural grass, crusher fines or dirt surface. Vendors must provide their own display system including tent/canopy, if desired. Display units should be designed for outdoor use, capable of withstanding the elements, and all materials must be contained within the 20-foot-by-20-foot area. Vendors are required to provide an adequate weight system for their booth (minimum 100 lbs). The use of stakes is strictly prohibited.
6. Space assignments will be available only at check-in. All assignments are final. Vendor or Vendor's employee(s) shall remain in the assigned booth space for the duration of the Event. Vendor shall assemble its display booth by 4pm each day. Vendor vehicles will be allowed twenty (20) minutes in the designated loading/unloading area each day before the Event and after the Event.
7. Vendor shall remain open during the Event hours of 6pm to 9pm, each day. Canvassing from outside of the booth space is not permitted. No amplified music or sounds will be allowed in the Vendor booth space at any time during festival hours. Vendor is permitted one (1) service vehicle within the event footprint between the hours of 4pm and 10:00pm each day. Additional vehicles are permitted only as directed by Event staff after 9:30pm each day. Vendor is responsible for depositing trash in the provided containers each day. Vendor must request in advance if electricity is required. Use of generators is prohibited. Failure to comply with all City ordinances, site and event policies and procedures or Event staff instructions or requests may be grounds for immediate expulsion from the Event, preclusion from participation in future events and loss of Damage Deposit.
8. Vendor covenants and agrees it shall comply with all applicable federal, state and local laws, regulations and policies, including the following:
 - a. Vendor and its employees, agents and subcontractors shall, before, during and after the Event, adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Vendor upon request.
 - b. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, disability, military or veteran status, or national origin. Vendor shall take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to race, color, religion, age, sex, disability, military or veteran status, or national origin.
 - c. Vendor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. A signed, written certificate stating compliance with the ADA may be required at any time during this Agreement.
9. Vendor is responsible for reporting and submitting all sales tax (both City and State) collected during the Event. City tax will be collected in one of two ways: (i) Vendor applies for a City sales & use tax license at least thirty (30) days prior to the Event or; (ii) Vendor reports sales revenues to the City before leaving the Event grounds and will remit City tax online, via mail or in person (instructions will be provided prior to the Event).
10. Vendor grants the City permission for the use of Vendor's name and likeness related to its participation in any event conducted by the City. Vendor also grants the use of its employees' voices and any recorded or filmed/video/photographed footage of Vendor and Vendor's display, including Vendor's art. Vendor hereby waives all rights to any compensation as a result of Vendor's name or likeness being used by the City in any way.
11. Vendor assumes responsibility for any damages to the City's Heritage Center/Belmar Park, Event grounds, buildings, staff, volunteers, other vendors and the general public caused by Vendor or Vendor's property. Vendor understands that neither the City, including its City Council and employees, nor the sponsoring organizations or businesses bear any responsibility for any damages, theft, weather or vandalism for the duration of the Event.
12. Vendor agrees to use only reusable, recyclable or compostable service ware, containers and packaging (exception is granted for food service utensils such as forks, spoons, knives and straws). Vendors shall not use plastic bags, disposable decorations or balloons. Any promotional items given away by Food Vendor shall not be individually wrapped (reduced packaging). Styrofoam or any kind is prohibited. Vendor agrees to flatten and segregate cardboard boxes from trash and place cardboard in designated recycling containers. Vendor agrees to purchase supplies that use cardboard-only packaging.
13. In addition to the above, the Terms and Conditions include all information contained in the Food Vendor Application. Vendor's violation of these Terms and Conditions may result in expulsion from the Event.

VENDOR Authorized Signature

Date

Printed Name & Title

Jeffrey Murray, Heritage Center Administrator

Margy Greer, City Clerk