

## 2011 AMERISERV FLOOD CITY MUSIC FESTIVAL VENDOR APPLICATION

The Johnstown Area Heritage Association (JAHA) invites you to participate as a vendor in the AmeriServ Flood City Music Festival, August 5-7, 2011.

If you are interested in participating in the event, please fill out the following application and return it to the address below, by July 15, 2011.

The City of Johnstown requires a health license, peddler's license, and proof of Pennsylvania Food Employee Certification; the county requires registration for mercantile tax. The necessary paperwork and information about these requirements is included with this application. To reduce confusion, we ask that **ALL NECESSARY PAPERWORK AND FEES BE RETURNED TO JAHA**, and we will ensure that the appropriate city departments receive your information. **Although JAHA must receive your completed Vendor Application by July 15, 2011, the deadline for returning the attached City of Johnstown paperwork and fees to JAHA is July 1, 2011.** Please send all application materials to the following address:

Flood City Music Festival Vending  
Johnstown Area Heritage Association  
P.O. Box 1889  
Johnstown, PA 15907-1889

To make the application process simpler, we ask that you include with your application 50% of your participation fee. The participation fee is \$1,000.00, which covers one booth space. If you do not use a booth or a tent and vend from a cart, the participation fee is \$500.00. If you are a non-profit, the participation fee is \$500.00. The balance of the participation fee will be collected Saturday evening, August 6, 2011. If your application is approved, the festival will provide:

- Electrical service and installation
- Space for a 10'X10' booth
- Grease mats and grease disposal
- Space in a refrigerator/freezer truck
- Access to water

Most vendors use their own vending booth, tent or trailer. **A photo of your vending booth, tent or trailer is required with your application.** If you need the event to provide you with a booth, please let us know. You will also need to provide your own five-pound fire extinguisher.

Location of booths is determined by a number of factors, including: the number of years you have vended with the festival; the special needs of the vendor; electrical requirements; and special needs of the festival (i.e., we avoid putting vendors who serve similar menu items next to each other), and speed with which you return this application with booth fee enclosed. Please note that the earlier you return your application to us, the more likely it is that we will be able to accommodate any special requests concerning your location.

We would like to avoid menu duplication. Consideration will be given to unique food items and early responses. There will be exclusivity of major items on a vendor's menu list. For example, there may be more than one booth selling lemonade or soda, but there will be only one source for a BBQ sandwich or Italian sausage.

We look forward to having you! If you have any further questions, please feel free to call Joyce Foster at (814) 539-1889 ext. 307 or e-mail [jfoster@jaha.org](mailto:jfoster@jaha.org).

## **Part I**

The Johnstown Area Heritage Association (Sponsor) and the individual/organization described in Article I, Section I below [Vendor] agree that subject to the terms and conditions of this Agreement, Vendor shall sell only the products specified and approved in Article I, Section 2 at the AmeriServ Flood City Music Festival, August 5-7, 2011

### **Article I Vendor and Products**

#### SECTION 1

1. Individual/Organizational Name: \_\_\_\_\_
2. Number of Booths Requested (limit two – dimensions): \_\_\_\_\_
  - a. Bringing a cart (dimensions): \_\_\_\_\_
  - b. Bringing a trailer (dimensions): \_\_\_\_\_

\*\*Photos required of all tents, booths, carts and trailers\*\*
3. Contact Person: \_\_\_\_\_
4. Address: \_\_\_\_\_  
\_\_\_\_\_
5. Telephone: \_\_\_\_\_ Cell phone: \_\_\_\_\_
6. Fax: \_\_\_\_\_
7. E-mail Address: \_\_\_\_\_



## PART II

### SECTION 1

#### 1. ELECTRICAL REQUIREMENTS:

Please Note: Festival organizers will provide the proper outlets for those appliances listed below. No extra outlets or power sources will be available. There is a limit of 8 110's per vendor. Any additional 110's will be at a \$15.00 charge per outlet. If a vendor needs any 220 outlets, they will be billed an additional \$25.00 per outlet.

Electrical needs to include appliances & lights. LIST ALL	How Many 110's	Amps drawn	How many 220's	Amps drawn
<b>EX: Roaster</b>	1	15	-	-
<b>EX: Fryer</b>	-	-	1	30

2. Use of open flame:      \_\_\_\_\_ Yes                      \_\_\_\_\_ No  
3. Use of propane:        \_\_\_\_\_ Yes                      \_\_\_\_\_ No

#### 4. REFRIGERATION/FREEZER STORAGE:

A refrigerated truck provided by the festival will be available for storage of food (OR?). Indicate below the amount of space you will need. Please note space is limited and allocated on a first-come first-served basis. The sponsor is not liable for items stored in the truck.

	Half pallet	Whole pallet
Refrigerator	_____	_____
Freezer	_____	_____

5. For profit organization \_\_\_\_\_ Non-profit organization \_\_\_\_\_  
 (Attach proof of tax-exempt status)

6. Most vendors choose to use their own vending tent, booth, cart or trailer. \*Photos required\*

- I will supply my own vending tent, booth, cart or trailer \_\_\_\_\_
- I would like sponsor to supply a booth \_\_\_\_\_

7. Vendors may use their own booth signs or can choose to have the sponsor supply their booth sign for a fee of \$25.00 per sign. Vendors using their own signs must keep them within the city ordinance regulations. Your sign can be no longer than 10 feet and no wider than 3 feet. The sign must be kept over top your booth and put no higher than 5 feet above your booth. Signs may not be put out over the area where visitors walk. Your signage must prominently feature all menu items and prices. These signs must be clearly visible at all times. They must be printed professionally or generated by computer (i.e. no signs written in Sharpie on a paper plate).

- I will supply my own signage, **including** menu signage with prices listed \_\_\_\_\_
- I would like sponsor to supply signage \_\_\_\_\_

Name of booth sign if sponsor is to provide: \_\_\_\_\_

Menu signage will be taken from Article I, "Vendor and Products" section of this application.

8. As part of the agreement with the sponsor, vendors are required to collect Pennsylvania Sales Tax. Please supply us with your PA sales tax number. Failure to supply this number will result in the refusal of your application.

PA sales tax number: \_\_\_\_\_

**SECTION 2**

**Terms and Conditions**

***READ CAREFULLY, FILL IN BLANKS AND INTIAL EACH ONE IN AGREEMENT:***

This agreement must be completed and signed by Vendor and returned to the Sponsor on or before July 15, 2011, and shall not be in effect until accepted and signed by Sponsor. A CHECK TO COVER 50% OF THE VENDOR BOOTH FEE IS ENCLOSED (to be returned if application is not approved. Check should be made out to JAHA). The balance of the vendor booth fee will be paid Saturday evening, August 6, 2011. \_\_\_\_\_(initial)

1. Upon acceptance of this Agreement by the Sponsor and remittance of check, the Sponsor will provide space for a 10' x10' booth, electrical service and installation, and minimal security of festival grounds. **Booth fees are non-refundable.** \_\_\_\_\_(initial)

2. Vendor agrees to abide by the rules and regulations for Flood City Music Festival Concessionaires and any changes thereto which shall be provided to vendor prior to the start of the festival. \_\_\_\_\_ (initial)
3. Booth space is for the sale of **food/non-alcoholic beverage products only**. Vendor agrees to sell only those products listed and which are approved by the Sponsor. **No changes to accepted menus will be sanctioned.** \_\_\_\_\_ (initial)
4. **Vendor agrees to prominently post all menu items and prices.** \_\_\_\_\_ (initial)
5. Vendor is responsible for supplying its own personnel, tables, chairs, lighting, and equipment, including extension cords. \_\_\_\_\_(initial)
6. **Vendor agrees to provide its own five-pound fire extinguisher.** \_\_\_\_\_(initial)
7. Vendor agrees to maintain the cleanliness of booth area throughout all three days of the festival. Vendors must haul garbage to the corner. Vendors using fryers or any other grease-producing appliances must use grease pads. Vendors must dispose of their grease at the designated location provided by the Sponsor. Any booth not kept clear of garbage will be assessed a \$100.00 garbage fee. \_\_\_\_\_ (initial)
8. Vendor agrees to abide by all health and cleanliness codes and licensing requirements as determined by the City of Johnstown and festival producers. In addition, Vendor understands that one person in the booth must hold a valid Pennsylvania State Food Employee Certification from the Department of Agriculture, Food Safety Division. See enclosed information for details. \_\_\_\_\_ (initial)
9. Sponsor is not responsible for Vendor's property. \_\_\_\_\_ (initial)
10. Vendor will obtain a proper license (s) for the city of Johnstown Health Department, a Peddler's License from the Department of Finance, and register for Mercantile Tax with the Central Tax Bureau; deadline for sending JAHA the necessary paperwork is **July 15, 2011. Failure to meet this deadline will result in termination of this contract.** See enclosed information for details. \_\_\_\_\_(initial)
11. If open flame or fire is to be used by Vendor, approval by the festival is required. Your intentions to do so must be submitted to the festival at the time of application. This information will be passed on to the local fire officials. (Violations during the festival will result in termination of this contract.) \_\_\_\_\_(initial)
12. Vendor certifies that it is registered with the Commission of Revenue to collect sales tax. Vendor will be responsible for returning collected sales tax to the Pennsylvania Department of Revenue, who will receive a list of accepted vendors from the Sponsor before the festival. \_\_\_\_\_ (initial)
13. Vendor shall by July 15, 2011, provide the Sponsor with a certificate of insurance naming the Sponsor as an additional insured evidencing that the Vendor has product and liability insurance covering all and any potential damages caused by Vendor or its employees, equipment or products. Such liability insurance shall have minimum liability limits of \$500,000 per person and \$1 million in the aggregate. Failure to provide a certificate of insurance will result in forfeiture of fee and exclusion from the AmeriServ Flood City Music Festival 2011. (See attached guidelines for additional information.) \_\_\_\_\_ (initial)

14. The relationship between parties hereto is that of independent contractors and under no circumstances shall Sponsor have the right to direct the activities of vendor except to enforce compliance with this Agreement. \_\_\_\_\_ (initial)
15. Vendor agrees to indemnify and hold Sponsor, its employees, volunteers, or agents harmless from any and all loss or damage to Sponsor, Vendor, Vendor's employees, or any other person attributable to any direct or indirect omission of Vendor. \_\_\_\_\_ (initial)
16. Vendor agrees to abide by all city, state and federal rules and regulations applicable to it and its activities at the AmeriServ Flood City Music Festival 2011. \_\_\_\_\_(initial)
17. Vendor agrees to work and staff its booth during the established hours of the festival. The festival will be officially open from 4:30 p.m. to 12:30 a.m. Friday, August 5, 2011. 2:30 p.m. to 12:30 a.m. Saturday, August 6, 2011. 1:30 p.m. to 10:30 p.m. Sunday, August 7, 2011. Festival hours are subject to change. \_\_\_\_\_ (initial)
18. This Agreement shall be void upon assignment or attempted assignment by Vendor. \_\_\_\_\_(initial)
19. No firm or organization will be permitted to solicit business or donations within the festival area. This includes the distribution of flyers and postcards.
20. Vendors may begin setting up at 9 a.m., Friday, August 5, 2011 and must be ready for festival goers no later than 5 p.m.
21. Dismantling may begin immediately after festival closing at 10:30 p.m., Sunday, August 7, 2011. Clearance must be completed by 3 a.m., Monday, August 8, 2011. For safety reasons, no vehicles will be allowed in the festival area until midnight or a majority of festival goers have gone.

SECTION 3

*Termination*

Sponsor reserves the absolute right to terminate this Agreement in the event Vendor sells or attempts to sell any product or service other than those specified in Article I, Paragraph 2 or breaches any of the terms and conditions contained in Article II or the rules and regulations, including those which relate or refer to fiscal control and AmeriServ Flood City Music Festival 2011 concessionaires. In the event that Sponsor terminates this Agreement pursuant to this Paragraph, vendor shall (i.) immediately cease any activities at the AmeriServ Flood City Music Festival 2011 and remove all equipment, personnel and other property from the grounds and (ii.) forfeit any fees paid to Sponsor hereunder.

DATE OF ACCEPTANCE: \_\_\_\_\_

Witness/Attest

Vendor

\_\_\_\_\_

by\_\_\_\_\_

Attest

Johnstown Area Heritage Association

\_\_\_\_\_

by\_\_\_\_\_

## **AMERISERV FLOOD CITY MUSIC FESTIVAL GUIDELINES**

### **FOOD**

One of the unique features of the AmeriServ Flood City Music Festival 2011 is the preparation and presentation of a wide variety of festival food and ethnic food. It is important to the success of the festival that vendors do well at our event and want to come back. Therefore, we make effort to offer a broad selection of menu choices, and avoid having too many vendors serving the same menu items.

### **INSPECTION**

Before a vendor can open for business their booth(s) must pass inspection by the State Health Inspector. Inspection will be performed the morning of Friday, August 5, 2011. Follow-up inspections will occur throughout the weekend. All required licenses and permits must be completed prior to July 15, 2011.

### **ELECTRICITY**

Please state as accurately as possible on your application both the number and types of appliances that you will be using in your food vending booth.

We will do everything in our power to provide all participants with the appropriate electrical service. However, in order to be fair to all vendors, you will be limited by the AmeriServ Flood City Music Festival 2011 to the number and kind of hook-ups requested and approved on your original application. All of this is subject to availability of service.

**You must provide your own extension cords to reach from the power source (on poles) to your individual booth.**

**Extension cords must be no longer than 50' in length.**

### **LOCATION**

Vendor location shall be determined by the following factors:

1. The number of years you have been at the festival
2. Your electrical requirements
3. The type of food you are serving
4. The timeliness of receiving your application
5. If you are bringing a vending trailer

## **PART III**

In addition to this completed JAHA application, the following items are required. **PLEASE SEND ALL ITEMS DIRECTLY TO US AT THE JOHNSTOWN AREA HERITAGE ASSOCIATION, AND WE WILL ENSURE THEY REACH THE APPROPRIATE CITY DEPARTMENTS.** The deadline for the JAHA application is July 15, 2011, but the deadline for receiving the items listed below is July 1, 2011.

### **1. Food Safety Certification**

At least one person from your operation must hold a valid food safety certification from ServSafe, Thompson ProMetrics, or the National Registry of Food Safety Professionals (a Pennsylvania State Food Employee Certificate is no longer required). A state health inspector will inspect your booth on festival grounds, and the \$14 inspection fee will be collected by the inspector at that time. If you have questions about food safety certification or the inspection, please contact the PA Department of Agriculture, Food Safety Division at (717) 787-4315.

## **2. Mercantile Tax Registration Form**

Please return it to JAHA, along with a check made out to the Central Tax Bureau. (Forms for the payment of the tax will be mailed to you after the festival is over.)

\_\_\_\_\_ Central Tax Bureau registration form for 2011 (white sheet marked “Mercantile Tax Registration”).

\_\_\_\_\_ \$10 check made out to Central Tax Bureau.

\_\_\_\_\_ We vend at Thunder in the Valley and therefore will already be registered for Mercantile Tax in 2011.

## **3. City of Johnstown Department of Finance requirements**

A copy of this form is enclosed. Please return it to JAHA, along with a check made out to the City of Johnstown. Please note that this license is only good for one month; therefore, even if you vend at Thunder in the Valley, you will need a new peddler’s license.

\_\_\_\_\_ Peddler’s License

\_\_\_\_\_ Check for \$150, made out to the City of Johnstown

## **4. Certificate of Insurance**

Please note that the Concession Agreement requires your organization to provide a Certificate of Insurance, which names the Johnstown Area Heritage Association as a named insured for the Festival weekend (August 5, 6 and 7, 2011). We require specific minimum limits: \$500,000 per person and \$1 million in the aggregate. This will insure that all food Vendors are adequately insured against liability claims that may arise from their participation in this type of event. The deadline for receiving your insurance certificate is DATE. It is suggested that you:

1. Call the insurance agent who handles your property and/or liability coverage.
2. Ask your agent if your Festival participation is already covered under the terms of your policy.

If it is already covered, your agent may be able to send a Certificate of Insurance to us for no additional charge. Simply ask to have Johnstown Area Heritage Association added as an “additional insured” for the dates Friday, August 7 through Sunday, August 7, 2011.

If your Festival participation is not presently covered, ask that a rider be added to your current policy with Johnstown Area Heritage Association as a named insured. Adding a rider to your current policy will be significantly cheaper than a new policy.