



# Food Vendor Packet

## 2011

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## King Biscuit Blues Festival

2011

### Food Vendor Packet

#### Information:

Potential KBBF food vendors will be selected based on the following:

- Suitability of menus: Choices are balanced to offer new and popular selections throughout the site. Variety is critical to our 2011 selections process.
- Ability to serve a quality product in a timely manner
- Cooperation with KBBF staff and committee
- Cooperation with Health Department Staff
- Ability to absorb loss of sales due to inclement weather, KBBF is not responsible for loss of sales due to weather or other events

Potential Food Vendors must understand:

- **KBBF** offers no guarantee of sales
- The cost to participate in the festival includes space rental, electrical, product, and sales commission to KBBF
- Vendor location on site is totally at the discretions of the KBBF food vendor committee
- Vendors need to set up starting Tuesday Oct. 4th at TBA through Wednesday Oct. 5th at TBA
- To insure that vendor location is clean and all equipment is accounted for, **EACH** vendor location must pay a **\$100.00** clean-up/security deposit. If your area is clean upon inspection at the end of the festival, your deposit will be refunded to you by mail.
- **Vendors** must vacate the site by Sunday Oct. 9th at 10:00 a.m. or the clean up fee will NOT be refunded
- **Vendors** may **NOT** distribute literature, coupons or other materials without prior written approval from KBBF
- There is a **\$25.00 NON-REFUNDABLE** application fee that must be sent in with Food Vendor application in order for application to be processed

## Food Vendor Regulations and Requirements

### Hours of Operation

The food concession shall be open for business and operated by vendor during the entire time that the King Biscuit Blues Festival is open to public. Festival hours are:

Wednesday	4 pm – 9 pm
Thursday	11 am – 12 am
Friday	11 am – 12 am
Saturday	11 am – 12 am

### Rules

- **Vendor** agrees to only accept official food and beverage tickets, Blues Bucks, for payment and only KBBF can sell those tickets. Vendor **CANNOT** accept cash for any items on the menu during the festival
- **Vendor** and its **employees** must buy all soft drinks and water from KBBF.
- **Vendors** will be informed of the Operations Office location at the Food Vendors meeting held on Wednesday at 2pm at Wild Hog Saloon, behind Rio Lindo Restaurant at the end of Cherry Street. **Vendor** badges will be issued to the operator at the meeting. Entrance to the Operations Office will only be allowed by showing your concession/vendor badge. Badges will be confiscated and not returned if the operator/vendor or representative misuses the badge.
- **Vendor** shall redeem the food and beverage tickets at the Operations Office and will be given the appropriate paperwork with payment.
- **Final** Settlement with KBBF Treasury will be on Saturday night, October 8, 2011, after the festival closes to the public. In case of rain or any other incident, Blues Bucks will not be weighed wet
- Please note refundable clean up deposit of **\$100.00**, must be sent in by July 15<sup>th</sup> in order to reserve your space. Vendors who have been accepted, have sent all deposits to reserve a space but who have not paid all the fees in full or returned all paperwork by **July 15, 2011**, will be charged a **\$50.00** late fee

- **KBBF** will act as agent for the City of Helena-West Helena in collecting the 2% of vendors' gross to comply with the city's "Hamburger Tax" for tourism. The Hamburger percentage is separate from the 28% commission collected by the festival.
- **Vendors** must follow ACT 370, which requires, "promoters or organizers of special events to obtain daily reports of taxable sales from vendor to provide for the administration of the act and for other purposes". **Vendor** shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas State Law. **KBBF** is not responsible for collecting or paying the state sales tax, only informing the vendor of the total owed.

**Premises:**

- All decisions regarding location are at the discretion of the KBBF Food Committee. No site requests are honored.
- **VENDOR** must supply their own tables and chairs
- **VENDOR** shall provide adequate trash receptacles with trash bags outside its premises. All garbage containers shall have tight-fitting lids, lined with plastic garbage bags.
- **VENDOR** must supply white water hose.
- **VENDOR** must take steps to adequately store or refrigerate foods. KBBF will not be responsible for food spoilage due to weather conditions.
- **VENDOR** must supply an electrical/grease fire extinguisher that has a current certification.
- Premises should be left in as good condition as the vendor found them; this includes picking up trash at and around vendor area.

**Restocking:**

No vendor vehicles may be parked on-site or have access to the site once the festival gates have opened each day. **THERE WILL BE NO EXCEPTION TO THIS POLICY.**

Vendors may restock during the designated time period (on next page). Drivers must show Food Vendor badge to Barrier Street Security. Vendors must drive very slowly. If possible, restocking should be done without an automobile entering the site.

Restocking will be permitted during the following hours:

- Thursday 7:00 a.m. – 10:00 a.m.
- Friday 7:00 a.m. – 10:00 a.m.
- Saturday 7:00 a.m. – 10:00 a.m.
- Automobiles will be allowed back on-site after midnight Saturday, October 8<sup>th</sup>, 2011.

**Vendor Automobiles will NOT be allowed on-site at any other time than specified above. This policy will be strictly enforced.**

**Permits:**

**Concession Operator** will be provided an official KBBF permit showing that you have been contracted to sell your product at the festival. This must be displayed in a prominent position for the duration of the festival along with the Health Department permit. **Vendors** who do not have the official permits displayed will be asked to cease all business until permits are obtained. If vendor fails to comply, the concession will be removed from the festival grounds and all tickets obtained shall be forfeited as well as all deposits.

**Insurance Required:**

Proof of comprehensive general liability insurance in an amount no less than **\$1,000,000.00**, listing the King Biscuit Blues Festival as an additional insured is required and proof of such must be submitted along with all fees and forms by **July 15, 2011**. Vendors who cannot show proof of insurance will not be allowed to participate at the festival.

**Indemnification (Attachment C):**

The Vendor agrees to indemnify and hold harmless King Biscuit Blues Festival, the City of Helena-West Helena, and any KBBF sponsors, director, agents or other vendors against loss resulting from an activity of the vendor during the festival. Vendors need to also be sure to sign and return the indemnification agreement (Attachment C) by July 15, 2011.

## **Termination Rights:**

KBBF through the festival director or designee reserves the right to terminate the operation of the vendor at any time during the festival for any of the following reasons.

- A. The **food** is not of the **highest quality**
- B. A **professional manner** is not maintained by the vendor and its employees
- C. **Vendor** or its **employees** violates any provision of the Health Department
- D. **Vendor** or its **employees** commits any act detrimental to the purpose of the festival
- E. **Vendor** or its **employees** fails to cooperate with event management staff
- F. **Vendor** or its **employees** accepts money instead of food and beverage tickets as payment. Only Blues Bucks are accepted for food and beverage.
- G. Absolutely **NO** tip jars
- H. **Vendor** or its **employees** sells any food product that is not approved by Food Vendor Committee
- I. **Vendor** or its **employees** sells any food product at a rate other than approved rate
- J. **Vendor** or its **employees** sells soft drinks or water not approved by festival or purchased through festival
- K. **Vendor** or its **employees** disregards any of the Regulations and Requirements

**ABSOLUTELY NO TIP JARS ARE ALLOWED. If vendor is found in violation of this policy, vendor food location will be immediately shut down and you will be asked to leave the premises at the close of the festival and will not be allowed to reapply for future events.**

### **Menu Selection:**

Only the menu items listed on Attachment A may be served at your booth during the festival. These products may be sold only according to the price listed on Attachment A. No changes may be made without prior consent of the Festival Director or Food Vendor Manager. This also includes price changes.

1. To avoid duplication and insure variety, all menus and menu changes or substitutions must be approved by the Food Vendor Committee.
2. Proposed menu and prices should be submitted with application.
3. FINAL menu and prices to be submitted with contract upon acceptance.
4. Only food pre-approved by KBBF may be sold.
5. NO price changes after the contract has been signed.
6. Please list all food items that you have the ability and willingness to prepare. KBBF will make choices from your menu list.
7. Menu Pricing must be in \$1.00 increments.

\*Please see attachment A

## **Food Preparation:**

**HEALTH DEPARTMENT REQUIRMENTS WILL BE STRICKLY ENFORCED!** Please read the enclosed “Guidelines for Temporary Food Service Operations” carefully. **KBBF IS NOT RESPONSIBLE** for any food vendor negligence or non-compliance with guidelines. For more detailed guidelines contact Arkansas Department of Health.

1. All vendors must have a valid Food Service Operation Permit from the State Health Department prior to opening for business.
2. All food must be prepared on-site in a Health Department approved facility, unless catering in from an approved kitchen, at which time it must maintain a safe temperature in route. A representative of the State Health Department will issue a temporary Food Service Operation Permit to approved vendors on **Wednesday, October 5.**
3. All menu items sold must be individually wrapped or packaged.
4. Food vendor must have at their location a hand wash facility consisting of an insulated container (5 gallon) with warm water and a spigot that can be turned or flipped on. The spigot should remain on until turned or flipped off leaving hands free to be washed. The hand wash facility must be equipped with a waste holding container and a large funnel, large enough to cover the area of splash from hand washing. The purpose of the funnel is to drain into the waste holding container.
5. Health Department Guidelines require all vendors preparing potentially hazardous foods (see attached “Guidelines for Temporary Food Service Operations” for definition) to have access to a three (3) compartment sink equipped with hot and cold running water under pressure or gravity flow. KBBF will provide a wash area at each tent group on-site for vendors renting tent space. Vendor must bring at least three sets of utensils to avoid frequent trips to the wash area. Vendors serving food from a trailer must have a three (3) compartment sink (separate from their hand wash facility) equipped with hot and cold running water under pressure or gravity flow. The sink must be large enough to submerge their largest utensil.
6. All vendors preparing non-potential hazardous foods (see attached Guidelines for Temporary Food Service Operations” for definition) must have a two (2) compartment sink with hot and cold running water.
7. All persons working in the food vendor area **MUST WEAR HATS OR VISORS AT ALL TIMES.**
8. Ice will be sold by KBBF on-site. Ice must be a minimum of six (6) inches off the ground.
9. All tents are required to have screens on sides.

## **Electrical:**

Please be very specific on the application regarding all of your electrical needs. Please do **not** put “**SAME AS LAST YEAR**” on this application. We need to know everything that you want to bring that will require an electrical hook-up.

1. **Vendor** must detail specifically on Attachment E every item that will require electricity and the maximum amperage of each item. KBBF will not be responsible for providing more amps than requested in Attachment E and on the Contract, if selected. If more amps are required, KBBF will charge an additional fee.
2. **VENDOR MUST SUPPLY OWN EXTENSION CORDS**
3. KBBF electricians will not be responsible for getting your panel board to specification or for providing the hardware/plug for you to use the Festival provided board. **NO EXCEPTIONS!** If your set-up requires more than 50 amps, you will be required to provide the adequate cord. **PLEASE COME PREPARED.**
4. In the event of a power failure, vendors are responsible for securing dry ice to keep foods cooled and for compliance with all Health Department and KBBF guidelines.

## **Commissions, Taxes and Payment:**

In exchange for the opportunity to sell food during the King Biscuit Blues Festival, the vendor shall pay as follows:

- Electrical Fee: If Applicable
- Water Fee: If Applicable
- Rental space dependant on location
- Cit of Helena-West Helena permit fee of **\$10.00**
- Vendor agrees to pay 28% of Gross sales to KBBF per rental space
- Vendor agrees to pay the 2% Hamburger Tax collected by KBBF on behalf of the City of Helena-West Helena
- Refundable Clean-up/Security Fee of **\$100.00**

\*See following diagram

Space Allotted	10x30	Additional space \$30.00 per linear foot
Electrical Fees	\$100.00	
Water Hook UP	\$40.00	
KBBF Commission	28%	
City Hamburger Tax	2%	
City Permit Fee	\$10.00	
Refundable Clean up Fee	\$100.00	

Location	Fee
100 Block/Main Stage	\$400.00
200 Block/High Traffic	\$350.00
300 Block/Heritage/Acoustic Stage	\$300.00
One Day/Children's Stage	\$100.00

**Tent Rental Price List**

10' x 10'	\$140
10' x 20'	\$230
10' x 30'	\$300

**\*ALL TENTS MUST BE RENTED FROM KBBF.**

## Vendor Checklist

Please use this checklist to ensure that you submit a complete application. Any information missing from your application may delay your application from being properly processed and result in missing the opportunity to participate in the 2011 King Biscuit Blues Festival.

### FORMS:

Due May 1, 2011:

Application for Food Vendors

Attachment A, Menu and Prices

Attachment B, Acknowledgement of Receipt of Vendor Rules and Regulations

Due July 15, 2011:

Attachment C, Indemnification Agreement

Attachment D, Vendor and Space Requirements

Attachment E, Electrical

Attachment F, Payment Method

### PAYMENTS:

Due May 1, 2011:

Application Deposit Fee (Non-Refundable **\$25.00**)

Due July 15, 2011:

Clean-up Deposit (Refundable \$100.00)

Vendor Fee

Electrical Fee (If applicable)

Water Fee (If applicable)

### OTHER:

Due July 15, 2011:

Self addressed stamped envelope for Clean up Deposit Refund

Copy of Certificate of Insurance

## **Important Dates**

**May 1<sup>st</sup>:**

**Application for Food Vendors**

**Attachment A, Menu and Prices**

**Attachment B, Acknowledgement of Receipt of Vendor Rules and Regulations**

**June 1<sup>st</sup>:**

**Acceptance letters will be sent out**

**July 15<sup>th</sup>:**

**Deadline for all paper work and remaining fees**

**October 4<sup>th</sup>:**

**Start Set-up Schedule**

**October 5<sup>th</sup>:**

**2:00 pm Food Vendor Meeting at the Wild Hog Saloon, behind El Rio Lindo Restaurant at the end of Cherry Street**

**October 5-8:**

**26<sup>th</sup> Annual King Biscuit Blues Festival**

# FORMS

The following forms are due May 1<sup>st</sup>:

Food Vendor Application

Attachment A - Menu

Attachment B - Receipt

If accepted the following forms are due by July 15<sup>th</sup>:

Attachment C - Indemnification

Attachment D - Set-up

Attachment E - Electrical

Attachment F - Method of Payment

King Biscuit Blues Festival

P.O. Box 2398

West Helena, AR 72390

Application for Food Vendors

Please return **application**, with attachments A) Menu and Prices & B) Acknowledgement of Receipt, and a (non-refundable) \$25.00 deposit to KBBF by May 1, 2011.

Organization/Name: \_\_\_\_\_ Co  
Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Home Phone: ( ) \_\_\_\_\_ Business ( ) \_\_\_\_\_  
Cell: ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  
) \_\_\_\_\_

PREFERRED PLACEMENT SELECTION:

Please specify first, second, or third choice:

_____	100 Block/ Main Stage	\$400.00
_____	200 Block/ High Traffic	\$350.00
_____	300 Block/ Acoustic Stage	\$300.00
_____	One Day/ Children's Area 5K Run (Saturday Only)	\$150.00

**Attachment A**  
**MENU and PRICES**

*King Biscuit Blues Festival is always seeking a variety of food choices to be offered to our festival goers. Please list all food items that you have the ability to prepare. This list will factor into our selection process.*

*Prices must be in increments of \$1.00. All signage and menu boards must be provided by you "the vendor". KBBF reserves the right to remove any signage for any reason including but not limited to the following: Signs deemed inappropriate or that impede traffic.*

<b>MENU ITEM</b>	<b>PRICE</b>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____

**SIGNATURE** \_\_\_\_\_

**Date** \_\_\_\_\_

## Attachment B

### ACKNOWLEDGEMENT OF RECEIPT OF ALL VENDOR RULE AND REGULATIONS

*A signed copy of this form must be returned to the King Biscuit Blues Festival with your application and any attachments, acknowledging you have received and read all information and agree to abide by all items therein. Failure to return a signed copy of this form or any required signature form can and will result in your application being denied.*

**SUBLETTING:** *No vendor may sublet their space or any part of it without prior approval of the KBBF Director.*

**FINE PRINT:** *KBBF officials maintain the right to remove any vendor that is in violation of the policies, terms and conditions, or rules and regulations of the KBBF. This includes, but is not limited to, laws of Helena, Arkansas, and conduct of vendor's representatives prior to and during the event.*

PRINT NAME: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

### **FOR OFFICE USE ONLY**

<b><u>FOR OFFICE USE ONLY</u></b>	
<p>Date Application Received: _____</p> <p>Application Fee Included: ___ Yes ___ No</p> <p>Date of Full Payment: _____</p> <p>Amount Received: _____</p>	<p>Notes/ Special Needs:</p>

Attachment C

INDEMNIFICATION AGREEMENT

*The vendor indicated below agrees to indemnify, defend, protect, and hold harmless King Biscuit Blues Festival and Sonny Boy Blues Society, and their respective officers, directors, agents, members, associates and employees against any loss, damage, fine, penalty, claim(s) or other liability arising from the vendors' participation in the KBBF.*

*This Release, Indemnification, Hold Harmless Agreement shall be and is construed as broadly and inclusively as is permitted by relevant federal law. If any portion of this document is held invalid, the balance shall continue in full force and effect.*

PLEASE PRINT:

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

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (        ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by:

KBBF Director (or designee): \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment D

### SET-UP REQUIREMENT

Please check below what type of space you are requesting, a tent and size needed, a trailer and size needed (including tongue), a cart with size and if you are requesting an outside area for prep or extra storage. You will be required to pay for extra outside space.

Tent Rental: (Select one) Non Applicable \_\_\_\_\_ 10'x10' tent \_\_\_\_\_  
10'x20' tent \_\_\_\_\_ 10'x30' tent \_\_\_\_\_

Trailer Space: \_\_\_\_\_ Length of Concession  
Trailer: \_\_\_\_\_

(With Tongue)

Cart Space: \_\_\_\_\_ Size of  
Cart: \_\_\_\_\_

**Please remember whatever you choose, you will be required to stay within that space.**

Extra outside space: \_\_\_\_\_ Number of Additional  
Feet: \_\_\_\_\_

Describe how the additional space will be used:

Electrical Panel Board: (if yes there is a \$100.00 per panel non-refundable charge)

Yes I do: \_\_\_\_\_ No, I do not: \_\_\_\_\_

Other:

Water Required: Yes \_\_\_\_\_ No \_\_\_\_\_

References:

Please list 3 References (State Fairs, Festivals, Restaurants, etc.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Attachment E

VENDOR ELECTRICAL INFORMATION FORM

Name of Vendor:

\_\_\_\_\_

Time of Arrival and Connection: \_\_\_\_\_ Date:

\_\_\_\_\_

Time of Disconnection: \_\_\_\_\_ Date:

\_\_\_\_\_

Number of Outlets Needed: \_\_\_\_\_

Type of Power Voltage Required:

120 Volts 3 Wire: \_\_\_\_\_ (must have ground)

220 Volts 3 Wire: \_\_\_\_\_ (does not have 120  
Volts)

220 Volts 4 Wire: \_\_\_\_\_ (220 Volts and 120  
Volts)

Power Load Required: \_\_\_\_\_ amps \_\_\_\_\_ amps \_\_\_\_\_ amps

\_\_\_\_\_

Size of wire/cord to Equipment: \_\_\_\_\_

Feed wire hard wired to breaker: \_\_\_\_\_ feed wire have attachment plug

\_\_\_\_\_

Ratings of cord to equipment required less than 100 feet

100 amps - #2 Soow rubber cord

70 amps - #4 Soow rubber cord

50 amps - #6 Soow rubber cord

40 amps - #8 Soow rubber cord

All other #10 rubber cord or weatherproof ext. cords.

**If cords are spliced, they must be weatherproof to National Electrical Code Requirements.**

Plug Nema Rating (found on face of plug, ex. L14-50p) \_\_\_\_\_

- Must bring your own power strip and cord. If we furnish cord, cost is \$39.00
- Hazardous or dangerous conditions will not be connected. If you have an RV please let us know. You must park in designated area. Must sign for RV plug-in. Cannot plug directly to pole.

*Attachment F*  
**METHOD OF PAYMENT**

*If accepted as a food vendor at KBBF 2011, I understand the following:*

*\*Full payment, which includes space rental, electrical panel board (if needed), all deposits or charges, etc., must be sent with finalized and signed attachments by July 15, 2011.*

*\*Proof of Commercial General Liability Insurance will be required no later than July 15, 2011.*

*Method of payment:*

Check \_\_\_\_\_ Money Order \_\_\_\_\_

*\*There will be a \$35.00 charge each time a check is returned*

*Make check or money order payable to and mail all forms to:*

*King Biscuit Blues Festival*

*P.O. Box 2398*

*West Helena, AR 72390*

*This application is not a binding contract to KBBF. Your signature below indicates that you have read all information in this packet, that you will adhere to all guidelines and that if your application is accepted you will follow and adhere to all KBBF rules set forth.*

*Signature: \_\_\_\_\_ Date: \_\_\_\_\_*