

Litchfield Jazz Festival

Where I fell in Love with Jazz



2010 FOOD VENDOR CONTRACT

LITCHFIELD JAZZ FESTIVAL, AUGUST 6 – 8, 2010

Be part of “one of the Top 100 Events in the US and Canada” (American Bus Association 2009). Join forces with the Festival that boasts “a model jazz lineup” (NY Times) and is “one of the best of the best” (Jazz Times).

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This application once signed by both parties will have the force of an "Agreement" between Litchfield Performing Arts, Inc. (hereafter known as "LPA") and VENDOR,

_____ (INSERT BUSINESS NAME HERE). **Application is accepted when the Vendor is notified via email or phone and deposit check is accepted.** LPA will present the Litchfield Jazz Festival, (hereafter known as "Festival"), on August 6 – August 8, 2010, at the Kent School, Kent CT. Vendor agrees to be on-site during Festival operation and will abide by all Festival rules and terms set forth below. This agreement shall be void if Vendor reassigns contract to another Vendor.

Food Court: Hours of Operation

- | | |
|---------------------------|----------------------|
| • Friday, August 6 2010 | 5:00 PM to 10:00 PM |
| • Saturday, August 7 2010 | 11:00 AM to 10:00 PM |
| • Sunday, August 8 2010 | 11:00 AM to 10:00 PM |

LPA Agrees to provide:

- A 20ft wide x 15ft deep vendor space, clean and free of debris, for all the three days of the Festival
- Four 3-day Festival entry passes. Additional passes may be purchased for \$30/each in advance (passes are regularly \$45).
- Electricity
- Free on-site parking
- Security guards on the premises during Festival hours on August 6 – 8, in addition to overnight watchmen

Vendor Agrees to:

- Present Vendor space in a manner that is professional in appearance and operation.
- Provide **properly licensed/certified, self-contained space** with: safe and appropriate lighting, equipment, electrical hook-ups/appliances; **pallets and floor mats to cover ground area**, trained personnel; clean tables, dishes, chairs; and professional signage.
Note: LPA reserves the right to remove items deemed to be offensive, unprofessional or unsafe.
- Offer all menu items (pre-approved by LPA) with clear pricing at event.
- Be present at vendor location or provide a fully knowledgeable representative for the three days.
- Keep space free of debris, clutter and hazards and leave the area completely free of debris upon departure. (**Note: Serving items in glass is prohibited**)
- Refrain from smoking in vendor area. Designated smoking area is posted and available.
- Abide by all cities, state and federal regulations applicable to it and its activities at the Festival.
- Abide by all Festival rules and regulations for Vendors and any changes thereto which shall be provided to Vendor prior to or during the Festival.

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Set-Up & Strike

- STRUCTURAL SET UP
 - Thursday, August 5th from 10:00 am to 4:00 pm.
 - Additional Time allowed on Friday, August 6th from 9:00 am to Noon. ALL VEHICLES must be removed by 1PM. Vehicles remaining after 1PM will be towed. Festival gates open at 5Pm Friday. Health Inspector usually arrives between 1-3PM.
- TEARDOWN:
 - **AFTER** 9PM August 8 OR 10 AM – Noon Monday August 9
(There will be no vehicles allowed on the property before 9PM Sunday, August 9)

Licenses & Insurance:

Participation in the Festival is contingent upon LPA's receipt by of the following documentation:

- **Torrington Health Department Health Inspection Form**
 - The completed original form is to be submitted to the Torrington Health Department. A copy of the completed form is to be submitted to LPA. For more information contact Ann Fodor, Torrington Area Health 860-489-0436 or visit their website: www.tahd.org/forms.htm
 - State Health Inspection and final approval for all food booths will take place on Friday, August 6 between 1:00 and 3:00 p.m. **NOTE: Last year he required Vendors to have pallets in front of booths due to soggy ground AND mats in Vendor food area. Please be prepared with these materials. LPA WILL NOT PROVIDE!**
- **CT State Tax Number**
 - Vendors will be responsible for sending collected sales tax to the Connecticut Department of Revenue Services (DRS). The DRS will receive a list of accepted Vendors from LPA prior to the Festival. *Non-profit Vendors must provide proof of tax exemption.*
 - For information on CT Sales Permits contact Patty Paeletti at 860-541-7692
- **Certificate of Insurance**
 - Vendor must provide a copy of **general liability insurance** covering any and all possible liability for damages caused by Vendor or its employees, equipment or products. Liability coverage to be equal to or above \$1,000,000 naming LPA and the Kent School as additional insured during the Festival, including set-up and teardown periods. LPA is not responsible for vendor's property. Insurance certificate to be submitted with contract.

Vendor Fee - \$750

- \$300 Application fee. (If application is not accepted fee will be returned).
- \$450 Balance due on or before Friday, May 29, 2009
 - **\$50 late fee applied for payments received after May 28th 2010**

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Menu

- Attach a detailed menu including price list, and how food will be prepared (e.g. grilled, fried, etc.).
- Once approved by LPA, only items on this menu at the prices stated may be sold at the Festival. (Note: No glass allowed.)
- **Vendors are not permitted to sell bottled water.** The sale of bottled water is the sole right of the Festival. Vendor may sell any other non-alcoholic beverage in a non-glass container.

Operational Requirement

Complete the following chart describing the appliances and tools you expect to be using.

Appliances	Quantity	Voltage/Amps	Wattage

Other Events- for first time Vendors only

Name and describe three events where you have provided Vendor services:

1 _____

2 _____

3 _____

Contract Checklist - Return the following with contract

- _____ Signed contract
- _____ Check made payable to *Litchfield Performing Arts, Inc* (for full amount or deposit)
- _____ Copy of Torrington Area Health Permit (original submitted to TAH)
- _____ Copy of CT Sales Permit
- _____ State Sales Tax Number (written below with contact information)
- _____ Proposed Menu with Pricing
- _____ Completed Operational Requirements, photos required for new Vendors

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Executing This Agreement:

- This document represents the entire Agreement between the parties. No amendments or alterations shall be made unless agreed to in writing and signed off by both LPA and Vendor.
- LPA reserves the absolute right to terminate this Agreement in the event Vendor breaches any of the terms, provisions, rules, regulations, and conditions contained herein for Vendors.
- In the event that LPA terminates this Agreement, Vendor shall immediately cease any activities at the Festival and remove all equipment, personnel, and other property from the Festival site. All Vendor fees will be kept by LPA as liquidated damages.
- With the exception of payments as stated in Vendor Fee, the Vendor shall retain all revenues and profits from the operation of concession at the Festival.
- The Vendor shall indemnify and hold harmless the Kent School, LPA and all its officers, partners, shareholders, employees, artists, contributors and volunteers from any liability or claims, which may be made against them as result of any wrongful, negligent or other action or inaction by Vendor.
- The Vendor shall be an independent contractor and shall have no authority, actual or apparent, to bind LPA in any respect contractually or otherwise.
- This agreement shall be binding upon the parties, their successors, assigns and personal representatives. This agreement shall be enforced under the laws of the State of Connecticut. This is the entire agreement.

Mail to: Jessica Morozowich, Assistant Director

Litchfield Jazz Festival, PO Box 69, Litchfield, CT 06759

P: 860-361-6285

F: 860-361-6288

Email: Jessica@litchfieldjazzfest.com

The undersigned has read and agrees to abide by the provisions set forth herein:

Business Name (As it will appear in program book): _____

Contact Person(s): _____

Address: _____ City/State/Zip: _____

Website (if available) _____ Email: _____

Telephone: _____ Cell: _____

Vendor's Authorized Signature

Date

Vita West Muir, ED for Litchfield Performing Arts

Date