



ARTS MERCED FESTIVAL
Saturday October 2nd 2010
10:00 am – 7:00 pm

In addition to the many fine arts and food vendors that make our festival a success every year, this year the festival will be held in partnership with UC Merced's Family Weekend, promising a record turnout. Although we are trying to make big changes this year, the most popular attractions will remain - such as: the beer and wine garden, various delicious food vendors, Arts Ave; where children can work on art activities for free, live entertainment, free artist demonstrations, the Merced Rotary pancake breakfast, the global village and bazaar, etc.

Some of the exciting new changes are:

- New extended hours 10:00 am – 7:00 pm
- Partnership with UC Merced's Family Weekend
- An improved Festival layout
- Partnership with Arts Alive, a 6 hour live arts competition beginning at 10:00 am and ending with cash prize winners announced from the main stage at 6:00 pm
- And lots of other new surprises

Location

Main & N streets in historic Downtown Merced, CA

Eligibility

Open to all food vendors. Food vendor types will not be duplicated

Application Deadline: September 1, 2010

Return by July 28th to receive \$15 off your booth fee

Schedule:

July 1 - application packets sent

July 28th - early return deadline (return application by this date & receive \$15 off your booth fee)

August 11th - 1st round of booth assignments and confirmation sent

September 1st – Final Food Vendor application deadline

September 8th - 2nd and final round of booth assignments and confirmation sent

October 2nd - Day of the ArtsMerced Festival

For more information or questions contact: Joey Essig at The Merced County Arts Council
645 W. Main Street Merced CA 95340 / 209-388-1090 * stage@artsmerced.org

**Merced County Arts Council and
City of Merced for
The ArtsMerced Festival
Date: October 2, 2010
Saturday – 10:00 a.m. – 7:00 p.m.**

FOOD VENDOR AGREEMENT

THIS AGREEMENT is made between the MERCED COUNTY ARTS COUNCIL, and the CITY OF MERCED (henceforth called “Arts Council” and “City”), and the following food vendor as part of the ArtsMerced Festival (henceforth referred to as the “Festival”):

(henceforth referred to as “Vendor”)

1. THAT WHEREAS, the Vendor wants to secure certain rights and privileges from the Arts Council for conducting said privileges on the City property, during the Festival on October 2, 2010.
2. NOW, THEREFORE, the Arts Council and the City grant to the Vendor the right to occupy the Vendor space(s), 20 feet wide and 20 feet deep (approx.) requested for the purpose(s) set forth by the terms of this agreement. Space number and location will be assigned before the event. The Arts Council reserves the right to make last minute changes to the layout of the festival if deemed necessary. Exact space location will be verified upon arrival of the Vendor at the Festival. The Festival will not be responsible for furnishing the booth, chairs, tables, electrical power, lighting or extension cords, etc. (Use of a generator is permissible and advisable.)
3. The purpose of occupancy of the above requested space(s), will be limited to the area designated as the site of the Festival on October 2, 2010, and will be for no other purpose.
4. The Vendor agrees to pay the Arts Council for the rights and privileges here granted, the amounts, and in the manner, set forth below:
 - a. A non-refundable \$50.00 deposit will be paid with this application to be credited to the final amount due.
 - b. Once the deposit is made, the final amount will be due by the deadline listed below.
 - c. **ONCE FINAL PAYMENT IS MADE, IT WILL BECOME NONREFUNDABLE STARTING SEPTEMBER 2, 2010.**
 - d. With this signed Food Vendor Agreement, the Vendor understands that the Festival will not accept a Food Vendor Agreement from another vendor offering similar food items.

**NONPROFIT VENDORS: \$75.00 per space--August 24, 2010 DEADLINE
COMMERCIAL VENDORS: \$100.00 per space--September 1, 2010 DEADLINE**

5. The Vendor agrees to pay the non-refundable deposit in the amount of \$50.00 with the Arts Council to guarantee payment of the following:
- a. Cancellation after September 1, 2010 towards monies payable to the Arts Council under this agreement.
 - b. To cover damages to City property (if any). If damages caused by Vendor's booth is more than said deposit, Vendor will be held responsible for additional costs incurred by the City.
 - c. To cover utility charges (if any).
 - d. To cover the removal of all vendors' personal property and the vacating of premises occupied in a condition acceptable to the City.

The Vendor agrees that the rest of the non-refundable booth payment monies will go to the Arts Council to cover the loss of revenue from a replacement food vendor.

6. The Vendor agrees that any authorized representative of the City or the Arts Council will have access to said premises at all times.

7. All Vendors agree to submit a Certificate of Insurance, providing commercial general liability, including product/completed operations, in the amount of \$500,000 combined single limit per occurrence. Certificate must name the Merced County Arts Council and the City of Merced as additional insured and hold harmless their officers, agents, and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss of any persons, including all persons whom the Vendor may be liable under any cause of action, claim or suit for damages, including but not limited to loss of property, wares or merchandise, caused by, arising out of, or in any way connected with the exercise by the Vendor of the Privileges herein granted. Date to cover is Saturday October 2, 2010.

8. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be reassigned or otherwise disposed of without the written consent of the Arts Council.

9. It is mutually understood and agreed that no alteration or variation of the terms of this contract will be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms there of, unless made in writing and signed by the parties hereto, will be binding upon any of the parties hereto.

10. The rules and regulations of the City are made a part of this agreement as though fully incorporated herein. The Vendor agrees that he or she has read this agreement and said rules and regulations, and understands that they will apply, unless amended by mutual consent in writing and signed by the parties hereto.

11. In the event the Vendor fails to comply in any respect with the terms of this agreement and the rules and regulations referred to herein, all payments for the vendor space(s) will be deemed earned and non-refundable by the Arts Council and the Arts Council will have the right to occupy the space in any manner deemed for the best interest of the City, the Arts Council, and the Festival.

12. Vendors will be allowed to sell only the items agreed upon with the Arts Council. No duplication permitted. Food menus are subject to approval. All final menus must be clearly marked as to the price and the type of food and submitted to the Arts Council along with the final payment, or by September 1, 2010.

13. To participate, all vendors must provide to the Arts Council a signed Food Vendor Agreement, proof of insurance, copy of health permit, final menus, copy of Seller's Permit, copy of one-day Business License, and remit all final fees by September 1, 2010. This agreement is not binding upon the City or the Arts Council until it has been duly accepted and signed by the Vendor and received by the authorized representative of the Arts Council.

14. Any Vendor selling food to the general public must comply with the California Uniform Retail Food Facilities Law (CURFEL). They must display an applicable health permit and will be subject to inspection by the Merced County Department of Health/Environmental Health, 777 W. 22nd St., Merced, CA, 95340 Telephone: (209) 381-1100. Copy of health permit must be supplied to the Arts Council with application. All barbecues must in the assigned area and out of public reach at all times. All foods must remain covered and out of public reach. Vendors must furnish their own refuse containers. Vendors are responsible for disposal of garbage.

Do not dispose of grease/cooking oils in the area.

15. All food booths must have acquired and submitted to the Arts Council a regular or temporary Seller's Permit issued by the State Board of Equalization and a valid Business License as required by the City. **A one-day license (cost of \$12.50) is required by the City even if you already have a business license.** Business License Application form is attached for your convenience or can be obtained at Merced Civic Center, 678 18th Street, Finance Dept, phone: (209) 385-6843.

16. Festival grounds will open for Vendor set-up at 8 a.m. on Saturday, October 2, 2010. Vehicles will be allowed to travel through festival grounds for unloading, set-up and tear-down only. **Booths must NOT be removed or dismantled until the Festival closes.** The Festival hours for the public are Saturday, October 2, 2010 from 10 a.m. to 7 p.m.

17. Fire Marshal Regulations require a Type 2A10BC fire extinguisher containing State Fire Marshal Label, safety pin and gauge in serviceable area on the site at all times. Vendors are required to have a bucket or container of water on the site also.

18. Vendors are requested to decorate their area reflecting the Multicultural theme. Streamers, colorful fabric, and tasteful decorations are appreciated.

19. The Council will include all participating Vendors on the Festival Web page as well as in the printed program.

20. In the event that the City, or Arts Council must cancel the Festival, due to acts of God or other reasons beyond their control, all monies will be refunded to Vendor.

**VENDOR AGREEMENT TO PARTICIPATE
ARTSFESTIVAL FESTIVAL
October 2, 2010**

Please Print Clearly.

ORGANIZATION INFORMATION. List name as it is to appear in event program.

Vendor Name: _____

URL: _____

Address: _____

THE FOLLOWING IS A RESPONSIBLE PARTY FOR ORGANIZATION.

Contact Name: _____

Telephone: _____

(Daytime)

(Evening)

Email: _____

(Daytime)

Foods to be Served: _____

Signature of Responsible Party: _____ Date: _____

Return original agreement & requested information with check payable to:
Merced County Arts Council (MCAC)
645 W. Main Street, Merced, CA 95340
(209) 388-1090 Fax (209) 388-1106

VENDOR CHECKLIST OF ITEMS TO BE FURNISHED TO MCAC:

_____ Original Food Vendor Agreement, signed & dated

_____ \$50 non-refundable deposit

_____ Final payment

_____ Certificate of Insurance (see requirements)

_____ Food menu (include type and price)

_____ Copies of following:

- Health permit (required by Merced County Dept of Health)
- Seller's Permit (issued by State Board of Equalization)
- Single-day Business License (required by Merced City)

NOTE: PLEASE MAKE SURE TO BRING COPIES OF ALL PERTINENT DOCUMENTS TO FESTIVAL.



CITY OF MERCED
 Finance Department - Business License Application - **Special Events**
 678 West 18th Street
 Merced, California 95340
 (209) 385-6843

Business Name _____ Date of Application _____
 Business Address _____ City _____ Zip _____
 Mailing Address _____ City _____ Zip _____
 Type of Business (Give Full Description) _____

Type of Organization: Corporation Partnership Sole Owner Other _____

Federal Tax ID # _____ State Tax ID # _____ State Sales Tax # (Required) _____

Name of Owner _____ Home Phone (____) _____
 Address _____ Social Security # _____
 City/State/Zip _____ Date of Birth _____

Name of Owner _____ Home Phone (____) _____
 Address _____ Social Security # _____
 City/State/Zip _____ Date of Birth _____

Name of Owner _____ Home Phone (____) _____
 Address _____ Social Security # _____
 City/State/Zip _____ Date of Birth _____

Emergency Contact (Primary) _____ Phone No. _____

Emergency Contact (Secondary) _____ Phone No. _____

Name of Event _____

Event Date(s) _____

NOTE: If you are a food vendor, a copy of your health certificate is required.

The undersigned applicant does hereby agree to indemnify and hold harmless the City of Merced, its officers, agents, and employees from any and all liability, costs, damages, or injuries to persons and damage to property which may arise out of or in any way be connected with the business.

Signature _____ License Fee \$ _____
 _____ Penalty \$ _____
 Title _____ Date _____ Total Due \$ _____
 License # Issued _____

(FOR FINANCE OFFICE USE ONLY)

Date Billed _____ Classification _____
 Total Due \$ _____ Account No. _____
 Verified By: _____

NR:9/05