



## 2023 RIVERFEST FOOD VENDOR AGREEMENT

### 1. Overarching Terms:

- a. Are selected on an annual basis at the discretion of the Board of Directors. Decisions are made based upon past conduct, meeting required deadlines, past participation, variety of food offerings, community relevance, support of and cooperation with Riverfest and its goals.
- b. Must hold an annual State and County Health license and have an ongoing restaurant operation. All participants must be able to provide copies of said licenses along with proof of insurance coverage.
- c. Costs of special health licensing fees for Riverfest event will be borne by the participants.
- d. Participant agrees to hold harmless Riverfest Inc., its officers, directors, sponsors, volunteer organizations, the City of La Cross, and participants of Riverfest for any and all claims of whatever kind of nature to the persons, firms, corporations and property that may be sustained or arise in the connection with the operation of the participant and the Riverfest celebration.
- e. This agreement and the attached Exhibit constitute the entire agreement between the parties and shall supersede all previous communications and commitments, which written or oral, between the parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying, or extending this agreement shall be binding on either party unless in writing signed by both parties' authorized representatives.
- f. Force Majeure: In no event shall the Riverfest, Inc. be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Riverfest, Inc shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

### 2. Riverfest Board of Directors Retain the Right:

- a. To designate a Director or Chairperson to act in the best interest of Riverfest in all matter concerning contracts and operation of the Riverfest Food Fair.
- b. To be the governing agent of said Fest with the recognition that all decisions or lawful directives are final.
- c. To close down any operation without refund if the booth is questionable as to the integrity of the operation or adversely affects the attitude, quality or gainful purpose of Riverfest, Inc. This includes non-adherence to the terms of this agreement.



- d. Any vendor(s) or their employees caught deliberately leaving their cash register drawer open and not ringing in sales will be fined on hundred dollars (\$100.00) for the first offense and will be removed from Riverfest for their second offense.

**3. Vendors Involved with Riverfest, Inc.:**

- a. Retain the right to sell any three (3) items of the previous year barring conflicts, or may introduce new items, while adhering to the “non-compete” stance, as determined by the Board of Directors or their designee. Must obtain prior approval of all food items and prices. Optional and/or additional items may be added after the food fair is full. However, any changes made after acceptance into Fest must be approved by the Food Fair Director.
- b. Vendor positioning will be at the discretion of the Riverfest Electrician and Food Fair Director. (Electrical load will have a bearing on positioning.)
- c. There is no maximum selling price as long as the price works for both your customers/business and that of the Riverfest Food Fair. There may be no changes in priced, either before or during Fest, unless they are approved by the Food Fair Director. No food item(s) may be given away over the counter or outside the Food Fair area to regular or paying customers to promote the produce.  
Exception: Prices may be reduced during the last hour of each evening to “sell out” of perishable items.
- d. All beverages are to be solely dispensed by Riverfest, Inc, or a group or organization of its choosing, unless approved by the Food Fair Director.

**4. Vendors are Responsible For:**

- a. Providing manpower for the setup and take down of their booth or truck area.
- b. Providing all equipment and facades for their own booth/food truck.
- c. Providing an operable iPad POS, with stand to track all sales, as this is the preferred method of Riverfest, Inc. If vendor does not have this, there must be an operable cash register with receipt tape. Riverfest strongly appreciates submission of these records upon closing the evening of or as soon as possible next day. The register tape or sales report from your iPad POS is required to be turned into Riverfest Ticket Trailer by 11:00 am each day, the following day of operations.
- d. Providing appropriate fire and pest control supplies.
- e. Providing all cleaning supplies to adequately maintain your booth.
- f. Ensuring that all Health Regulations are followed.
- g. Allowing only currently working employees in either your booth area or back area.
- h. Ensuring that all people, including workers, always wear a Riverfest button when within the buttoned area.
- i. A reasonably safe dress code for all works that meet current Health Code Regulations.
- j. The conduct of yourself and your staff at all times.
- k. No eating, drinking, or smoking in any food prep or serving areas. All beverages of any type consumed inside the food compound will be drunk from a disposable cup.



- l. No music that is loud enough to interfere with the Festival entertainment. Small and very quiet personal speakers allowed in your area.
- m. Removal of all non-food truck vehicles from the grounds as soon as possible. One temporary (15 minute) parking pass will be issued, for non-food trucks vehicles to load or unload. There is no parking available inside the park for vehicles other than the Food Truck.
- n. Transportation of all utensils and equipment to your place of business for washing. There will be no cleaning of utensils on the grounds. You may rinse your utensils, if necessary, the sink provided by Riverfest. Please note, Riverfest provides a 2 basin sink for wash and rinse. Vendor must have the 3<sup>rd</sup> basin as required by the Health Department to Disinfect.
- o. Ensuring that booth take down is completed by 11:00 am on the day following the Fest. Food Trucks are required to have their units off the grounds by 11:00 am on this same day. Vendors are hereby advised that electricity to the grounds may be turned off by 7:00 am on the morning following Riverfest, and any damage to merchandise is the sole responsibility of the vendor.
- p. No dumping of liquids or other items shall be done on the grounds of Riverfest for any reason without the prior approval of the Riverfest Food Fair Director.
- q. Trading amongst vendors is allowed but is a courtesy and not a requirement. Please be considerate of other vendors. It is nice to be able to trade food items, but everyone is there to make a profit for their business. Riverfest volunteers are encouraged to pay money for their food items and are very appreciative when a restaurant donates food. Please encourage your employees to also pay for their items.
- r. Food Vouchers are treated as cash and change in cash should be provided. These sales are included in total sales.
- s. A handwashing sink for vendors handling raw animal products.
- t. Water access points are extremely limited. Hose that meets Health regulations (white, food grade) strongly recommended. (Riverfest will not provide any.)
- u. Participant agrees to tender Riverfest, Inc a valid Certificate of Insurance
- v. The participant agrees further to maintain and keep in the force at its expense general liability insurance including the following:
  - i. Comprehensive Form
  - ii. Premises/Operations
  - iii. Products/Completed Operations
  - iv. Contractual
  - v. Board from property damage
  - vi. Personal Injury

NOTE: Said insurance will be written by a company authorized to do business in the State of Wisconsin and shall be in the combined limits of bodily injury and property damage of One Million Dollars (\$1,000,000.00) for each occurrent and One Million Dollars (\$1,000,000.00) aggregate.



- w. Participant agrees to maintain and keep in force worker’s compensation insurance and employer’s liability insurance.
- x. Signage and banners cannot impede other Food Trucks. Banners and advertisements must be static within your designated space.

**5. Riverfest, Inc. is Responsible For:**

- a. Portable sink and restroom for the use of employees of the Food Vendors only.
- b. One (1) 50 AMP outlet. Any additional needs must be requested from and approved by the Riverfest Food Director.
- c. Picnic tables and trash receptacles in the common eating area only.
- d. Ensuring there is room for Vendor to setup their 10x10 tent (if desired) to create shade and break area for their use behind the Food Truck. There will NOT be designated or vendor-specific space within the park.
- e. Manpower to keep the common eating area clean and free of debris.
- f. Dumpster for the emptying of individual booth trash receptacles.
- g. Security is provided. However, Riverfest Inc. does not assume any responsibility for the theft or damage of equipment or supplies belonging to operators.
- h. Ice at a nominal charge, available with payment arrangements made with the Riverfest Beer Tent Director or Food Fair Director. Ice is available behind the Beer Tent.
- i. Minimum hours of operations are:
  - i. Friday, June 30<sup>th</sup> through Tuesday, July 4<sup>th</sup> - 11:00 am to 11:00 pm

**PLEASE KEEP A COPY OF THE CONTRACT FOR YOUR RECORDS.**

Accepted by: \_\_\_\_\_

Authorized Person, Title Printed Name

For: \_\_\_\_\_

Business Name (please print)

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

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

Sarah Sovereign, Food Director

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

Barb Frahm, President



**Exhibit A: 2023 RIVERFEST FOOD VENDOR APPLICATION**

(Please Print)

**BUSINESS NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**PHONE:**

OFFICE: \_\_\_\_\_ CELL: \_\_\_\_\_

FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**PREFERRED CONTACT METHOD/NUMBER** \_\_\_\_\_

**PREFERRED BROCHURE LISTING** \_\_\_\_\_

**EMERGENCY CONTACT INFO:**

**NAME:** \_\_\_\_\_

**PHONE:** OFFICE: \_\_\_\_\_ CELL: \_\_\_\_\_

Please carefully consider your menu selections to benefit both you and Riverfest.

**NOTE: You are limited ONLY THREE (3) items from the previous year barring conflicts.**

***Primary choices of food items and anticipated selling price:***

**Item 1:** \_\_\_\_\_ **Selling Price:** \_\_\_\_\_

**Item 2:** \_\_\_\_\_ **Selling Price:** \_\_\_\_\_

**Item 3:** \_\_\_\_\_ **Selling Price:** \_\_\_\_\_

***Other items I would like to sell if available and anticipated selling price:***

**Item 1:** \_\_\_\_\_ **Selling Price:** \_\_\_\_\_

**Item 2:** \_\_\_\_\_ **Selling Price:** \_\_\_\_\_

**Item 3:** \_\_\_\_\_ **Selling Price:** \_\_\_\_\_