



Festival of the Hills!

Wednesday, June 26, 2019

Food Vendor Booth Application and Agreement

Contact Person

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Festival Hotline, Maps, Activities

(248) 841-BOOM
www.rochesterhills.org/foth

Location

Earl E. Borden Park
1400 E. Hamlin Rd
Rochester Hills, MI 48309

Event Information

The 2019 Rochester Hills Festival of the Hills will be held on Wednesday, June 26, 2019. Family activities are scheduled at the main stage from 6:00-7:45 p.m. Musical Entertainment is scheduled from 8:00-10:00 p.m. No rain date is currently scheduled. If this event is cancelled due to weather, all deposits will be refunded. Event cancellation means that the fireworks were not fired.

Attendance

Average attendance for the past ten years is 50,000 visitors watching the fireworks at Borden Park at 10:00 p.m.

Booth Cost

Booth fee is \$425 each.

- Submission of an application does not guarantee booth space.
- Booth spaces in the vicinity of the stage are limited. COMPLETE applications will be reviewed and accepted in the order they are received. Other locations will be offered after the stage area spaces are filled.

Admission to this event is FREE for the general public!

Applications accepted through June 14, 2019
Application deadline is Friday, June 14, 2019!

**City of Rochester Hills 2019 Festival of the Hills
Food Vendor Booth Application & Agreement**

CONTACT INFO:

Name: _____
Company Name (herein after referred to as Concessionaire): _____
Address: _____ City, State, ZIP _____
Phone: _____ email: _____

PAYMENT:

- Payment Option #1 - Mail application and check payable to: City of Rochester Hills
Parks & Natural Resources – Festival of the Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
- Payment Option #2 – Mail, email or fax application to 248.841.2576 and pay with credit card. There will be a 2.6% service fee added for using a credit card (the City receives no portion of this fee).

Check one: MasterCard American Express Discover Visa

Card No. _____ Exp date: _____

Cardholder name: _____

Cardholder address _____ City, State, ZIP _____

Cardholder Signature: _____

- All fees are Non-Refundable unless fireworks are not fired.

AGREEMENT TERMS:

- 1) This agreement or any part thereof, cannot be assigned, sublet, or otherwise disposed of without the written consent of the City.
- 2) To the fullest extent permitted by law, The Concessionaire agrees to defend, pay on behalf of, indemnify and hold harmless, the City of Rochester Hills/Festival of the Hills, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Rochester Hills/Festival of the Hills, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury and death, and/or property damage, including loss of use, thereof, which arises out of, or is in any way connected or associated with this contract. I further agree to adhere to all building and property usage rules and regulations that apply to this City facility.
- 3) The City of Rochester Hills will have exclusive contracts for glow products. No vendor will be allowed to sell or distribute this type of product.

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- 4) Booth location will ultimately be determined by the Rochester Hills Parks Department staff. **Standard booth size is generally 20' wide x 15' deep.** A City representative will be on site starting at 10:00 a.m. to allow for set up. Plan to arrive after 10:00 a.m.
- 5) Concessionaires **must submit** a current photograph of their booth set up and the dimensions of their booth set up with this application.

Booth Set Up Dimensions: _____ feet wide _____ feet deep _____ feet high (MEASURE ACCURATELY). Height that may impede spectators view will determine your booth location. Please include the entire set up when calculating the dimensions (i.e., trailer tongue, awnings, etc.). The Fire Department is requiring that vendors be a minimum of 10 feet apart, including ANY PORTION of the set up (i.e., awning, tongue of trailer, other vehicles). See Fire Department information on City's website. FIRE DEPARTMENT WILL BE VERIFYING DISTANCE BETWEEN VENDORS AND REQUIRING VENDORS TO MOVE IF DEEMED NECESSARY.

- 6) Concessionaires **must submit** their proposed menu items. Duplication in menu items *is allowed* with other concessionaires.
- 7) All food concessionaires must contact the Oakland County Health Department for a health permit after they receive confirmation of acceptance to this Festival and Concessionaire agrees to provide copies of the same to the City prior to commencement of the Festival. You are highly encouraged to verify that your mobile license is valid for this event. Your health permit must be visibly displayed at your booth and must be presented to the City representative as you arrive on site to register. If you do not have a health permit you will not be allowed to set up or participate in this event and your fee will not be returned. You are encouraged to get a written waiver from the Health Department if they determine that your food concession will not require a health permit. Contact: Oakland County Health Department, 1200 N. Telegraph, Bldg 36 East, Pontiac, MI 48341 (248) 858-1312. Request an application for a Temporary Food License for the Festival of the Hills at least 48 hours in advance.
- 8) All food concessionaires will be subject to inspections by the City's Fire Department and Building Department (including electrical). If a vendor failed inspection will result in the vendor being shut down and required to leave with no refund of booth application fee.
- 9) **Electric and Water service are not available at any booth location.** Generators are generally discouraged for this Festival. However, if you require use of a generator it must be "silent." We will need to know if you will be bringing a generator at the time this application is signed.

Will you be bringing in a silent generator? YES _____ NO _____

- 10) If a vendor plans to share ANYTHING that requires them to be near another vendor, it must be disclosed here by **BOTH** vendors.

Will you be sharing with another vendor? YES _____ NO _____

With what vendor will you be sharing? _____

What will you be sharing? _____

NOTE: If the vendor you list as sharing does not list sharing with you, consideration will not be given to booth space location. Work this out BEFORE applications are submitted.

- 11) **Moving throughout the crowd (strolling vendor) is permitted.** No motorized vehicles may be used. A special permit for display is required (provided by City). We will need to know if you would like to be a strolling vendor at the time of application.

Will you be a strolling vendor? YES _____ NO _____

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- 12) **Lights in and around your booth must be dimmed by 10:00 p.m.** so as not to interfere with the fireworks show. **Any vendor failing to dim their lights will not be permitted to return as a vendor in the future.**
- 13) Vehicles are **strongly** discouraged at booth locations; however, one vehicle is allowed to remain with each booth if necessary. All other vehicles must be parked elsewhere (2 parking passes will be provided). For safety reasons, vehicles cannot be driven around during the Festival.

I agree, as a representative of the Concessionaire, to the terms and conditions of this Food Vendor Booth Application & Agreement for the 2019 Festival of the Hills in Rochester Hills.

Signature

Printed Name

Date

**City of Rochester Hills 2019 Festival of the Hills
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INSURANCE REQUIREMENTS

**Copies of the following insurance coverage
MUST be attached to your application**

The proposer shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. The City of Rochester Hills shall be named as certificate holder.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan. If you do not carry Workers' Compensation Insurance you must provide one of the following: Notice of Exclusion from the State of Michigan ~or~ a notarized copy of a Sole Proprietor Form.
4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insured's: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage be primary, contributing or excess."*
5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: *"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."*

***APPLICATIONS WITH ATTACHED INSURANCE COVERAGES, MENU ITEMS, AND PHOTO OF SET UP
WILL BE ACCEPTED UNTIL ALL BOOTH SPACES ARE FILLED***