



King Biscuit Blues Festival

2016

Food Vendor Packet

Information: Clean Up deposit of \$50 will be refunded at later date with approval of Committee Chairman, Mike Butler

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

- Suitability of menus: Choices are balanced to offer popular selections throughout the festival
- 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
- Past or potential performance at the festival

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
- Vendors need to set up starting Tuesday Oct 4th and be ready for business Wednesday Oct 5th
- Vendors must check out in Operations by midnight Saturday Oct 8th
- 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	12 pm – 10 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
- If vendors plan to sell soft drinks or water, they are responsible for their own supply.
- Vendor will NOT be able to purchase water and soft drinks onsite from Beverage Supplier.
- Vendor will be issued a vehicle pass at time of set-up. The pass will allow entrance and exit to the festival area for restocking.
- There will be NO Food Vendor Meeting prior to the Festival. New vendors will be oriented during set-up.
- Vendor shall redeem the food and beverage tickets (Blues Bucks) at the Operations Office and will be given the appropriate paperwork with payment.
- Blues Bucks must be turned in Saturday at the conclusion of the Festival
- 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 25% commission collected by the festival.
- 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.
- VENDOR must supply his or her own tables and chairs, if needed.
- VENDOR shall provide adequate trash receptacles with trash bags outside its premises. Vendors are NOT to use trash receptacles provided by the City.
- 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. Grease is to be disposed of by the VENDOR offsite no dumping.
- All trucks, trailers, tents and vendor equipment must be off festival site by 8:00 a.m. Sunday October 11th, so City may begin clean up of street.

Restocking:

No vendor vehicles may be on Cherry Street once the festival gates have opened each day. Automobiles will be allowed back on-site after midnight Saturday, October 8, 2016. **THERE WILL BE NO EXCEPTION TO THIS POLICY.**

Vendors may restock during the designated time period, Thursday 7:00 a.m.-10:00 am, Friday 7:00 a.m.-10:00 a.m. and Saturday 7:00 a.m.-10:00 a.m. Drivers must show Food Vendor Pass to security at barriers. Vendors must drive very slowly. If possible, restocking should be done without an automobile entering the site.

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 August 31, 2016. 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 August 31, 2016.

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 disregards any of the Regulations and Requirements

***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 Committee. This also includes price changes.

1. To insure variety the Food Vendor Committee must approve all menus and menu changes or substitutions.
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 STRICTLY ENFORCED! Please visit <http://www.healthy.arkansas.gov/aboutadh/rulesregs/foodserviceestablishmentsnew.pdf> for complete guidelines.

KBBF IS NOT RESPONSIBLE for any food vendor negligence or non-compliance with guidelines. For more detailed guidelines contact Arkansas Department of Health.

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:

- Rental space dependent on location (electrical and water fees now included with space fee) See application for prices
- Vendor agrees to pay 25% of Gross sales less taxes 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

IMPORTANT DATES

- July 15th:** Food Vendor Application, Attachments and application fee due
- August 1st:** Acceptance letters will be sent out
- August 31th:** Deadline for all remaining paperwork and fees
- October 4-5:** Start Set-up Schedule 100 block vendors Tuesday morning; 200 & 300 block vendors Tuesday afternoon/Wednesday morning
- October 5-8th:** 31stAnnual King Biscuit Blues Festival

King Biscuit Blues Festival

P.O. Box 118

Helena, AR 72342

Phone/Fax: (870) 572-5223

Email: kbbf.operations@gmail.com

APPLICATION FOR FOOD VENDORS

Please return application, with ALL attachments and a (non-refundable) \$25.00 deposit to KBBF by July 15, 2016.

Organization/Name: _____

Contact Person: _____

Mailing Address: _____

City/State/Zip: _____

E-mail Address: _____

Home Phone: () _____

Business: () _____

Cell: () _____

Fax: () _____

PREFERRED PLACEMENT SELECTION:

These location fees include electrical, water and permit fees. Please specify first, second, or third choice:

_____	100 Block/ Main Stage	\$500.00
_____	200 Block/ High Traffic	\$400.00
_____	300 Block/ Acoustic Stage	\$300.00

Attachment A

MENU and PRICES

King Biscuit Blues Festival is always seeking a variety of food choices to be offered to our festivalgoers. 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. You, the vendor, must provide all signage and menu boards. 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.

MENU ITEM

PRICE

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Vendor SIGNATURE _____

Date _____

KBBF Approved by: _____

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 agrees 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 his or her 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: _____

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: _____

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: _____ (Does not have 120 Volts)

Power Load Required: _____ amps _____ amps _____ amps

Size of wire/cord to Equipment: _____

Feed wire hard wired to breaker: _____ feed wire has 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. Festival will not provide electrical cords.
- Hazardous or dangerous conditions will not be connected.

PAYMENT INFORMATION

If accepted as a food vendor at KBBF 2016, I understand the following:

- Full payment, which includes space rental, all deposits or charges, etc., must be sent with finalized and signed attachments by August 31, 2016.
- Proof of Commercial General Liability Insurance will be required no later than August 31, 2016.
- There will be a \$35.00 charge each time a check is returned
- There is a clean up deposit of \$50 refundable after Food Vendor Chairman inspects and signs off on your space. Refund will be mailed back within two weeks.

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

King Biscuit Blues Festival

P.O. Box 118

Helena, AR 72342

Phone/Fax: (870) 572-5223

Email: kbbf.operations@gmail.com

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: _____