

Dear Food/Dessert Vendor:

Please find the enclosed application for the **FALL RIVER CELEBRATES AMERICA 2008 WATERFRONT FESTIVAL** International Food and Dessert Fair.

DEADLINE: THIS APPLICATION MUST BE RECEIVED BY 5 P.M. FRIDAY, June 27, 2008 AT THE FALL RIVER CHAMBER, 200 POCASSET ST., FALL RIVER, MA 02721.

The FRCA CULINARY ARTS COMMITTEE will review your application. Upon the approval of the committee you will receive a contract containing specific requirements by Friday, July 11, 2008.

Information regarding food/dessert vendors at FRCA 2008:

- Each Food/Dessert vendor must be a member of the Fall River Area Chamber of Commerce & Industry.
- The INTERNATIONAL FOOD AND DESSERTS FAIR will be open Friday from 5 to 10 p.m., Saturday from 12 to 10 p.m. and Sunday from 12 to 8 p.m.
- Food/Dessert vendors may sell food products only; no food/dessert vendors are allowed to sell or serve any type of beverage unless the Culinary Arts Committee has approved such beverage.
- Vendors MUST list each food item they wish to sell (not to exceed six (6) items). **No food items or prices may be changed after the contracts are signed and received.**
- All food/dessert booths will be under FRCA tents. **Vendors must supply and put up their own signs NO larger than 6 feet long.**
- Water and electricity (1 (one) 20 amp, 120 volt circuit with 2 (two) receptacles--NO 220 VOLT CIRCUITS WILL BE ALLOWED) will be provided.
- All food/dessert vendors are responsible for obtaining a Massachusetts Meals Tax Certificate.
- **All LP (Liquid Propane) permit fees of \$30.00 must be in check form. Payable to the City of Fall River and mailed in with this application.**
- All fry-o-laters must remain outside the FRCA Food/Dessert Tents and be equipped with satisfactory covering.
- All propane tanks MUST be purchased through Wilkinson Oil Co. (508-672-0242) All Food/Desert vendors must be present on Thursday between 10 a.m. to 2 p.m. for the LP tank set up and 2 to 5 p.m. for all inspections.
- Absolutely **NO** vehicles will be allowed to park behind the Food/Dessert tents! Arrangements for parking will be the responsibility of each vender.
- Vendors approved by the FRCA CULINARY ARTS COMMITTEE will be assigned (assignment is determined by a lottery) a specific space and set-up time under the tents.
- NO DEPOSITS AND NO CONTRACTS will be accepted until the proper certificate of insurance is received by the Chamber and approved by the Committee. Certificates of insurance must name ALL of the following as additional insured: Fall River Celebrates America, Fall River Area Chamber of Commerce & Industry, Fall River Heritage State Park.

We look forward to receiving your application!

Sincerely,

Kimberly Coroa Moniz
Director of Marketing & Special Events

FALL RIVER CELEBRATES AMERICA
August 10, 11 & 12, 2008
FOOD/DESSERT VENDOR APPLICATION

Company Name: _____

Contact Person: _____

Address: _____

City/State: _____ Zip: _____

Phone Number: _____ Fax: _____

Tax ID # _____

Booth fees:

**Food Booth: \$800.00 Fee includes Booth and Chamber membership
\$ 800.00 for additional booth.**

**Dessert Booth: \$650.00 Fee Includes booth and Chamber membership
\$650.00 for additional booth.**

**Food/Dessert combination: \$900.00 Fee includes booth and Chamber membership
\$900.00 for additional booth.**

• A additional REFUNDABLE Separate security/clean-up fee of \$100.00 is required with your contract. Checks should be made payable to the Fall River Celebrates America. Refunds will be made Sunday night after clean-up.

Specific food items you wish to serve:
(in priority order)

Price:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Signature: _____ Date: _____

Please mail or hand deliver applications to:

**Kimberly Coroa Moniz
Fall River Celebrates America
Fall River Area Chamber of Commerce & Industry, Inc.
200 Pocasset St.
Fall River MA 02721**

APPLICATION DEADLINE: 5:00 p.m. , Friday, June 27, 2008

The continued success of Fall River Celebrates America is dependent upon the commitment made by both the FRCA Executive Committee and all FRCA vendors. Your cooperation is greatly appreciated.

**FALL RIVER CELEBRATES AMERICA
INTERNATIONAL FOOD FAIR CONTRACT**

Company Name: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Fax:** _____

Tax ID #: _____

Booth fees:

For Office Use Only

Booth # _____

Date Paid _____

Amount Paid _____

Cash/Check _____

Mass Meals Tax # _____

- *Food Booth-\$800.00*
- *Dessert Booth-\$650.00*
- *Food/ Dessert Booth-\$900.00*

This agreement is made between the Fall River Area Chamber of Commerce & Industry, hereafter known as the CHAMBER, and _____, hereafter known as FOOD/DESSERT VENDOR.

The International Food and Desserts Fair will be open Friday from 5 to 10 p.m., Saturday from 12 to 10 p.m. and Sunday from 12 to 8 p.m.

FOOD/DESSERT VENDOR shall be an independent contractor with regard to its participation in Fall River Celebrates America. Accordingly, none of the officers, employees or agents of FOOD/DESSERT VENDOR shall be considered to be employees or agents of the CHAMBER.

The CHAMBER agrees to:

- provide an 10' x 20' deep in the International Food Fair\Sweets and Desserts Fair Tent at the Fall River Line Pier
- assign booth number and set-up time by lottery.
- provide light system
- provide water and electricity; one(1) 20 amp, 120 volt circuit with 2 receptacles--(NO 220 VOLT CIRCUITS ALLOWED). Extra Charge for outlets of \$50.00.

FOOD/DESSERT VENDOR agrees:

- to be a paid-up member of the Fall River Area Chamber of Commerce & Industry .
- to pay to FRCA the total sum of \$_____
- to sell food products only; beverage sales and/or service are not allowed.
- to list each food item they wish to sell - by priority - with a price for each item. **Vendor's must supply and put up their own signs NO larger than 6 feet long.**
- **food items and prices cannot be changed after the contract is signed.**
- all food/dessert sales will be from booth space under the FRCA food tent.
- to obtain a Massachusetts Meals Tax Certificate.
- keep all fry-o-laters, equipped with satisfactory covering, outside the FRCA Food/Dessert Tent.
- **All** propane tanks **MUST** be purchased through **Wilkinson Oil Co. (508-672-0242)** All Food/Desert vendors must be present on Thursday between 10 a.m. to 2 p.m. for the LP tank set up and 2 to 5 p.m. for all inspections.
- **All LP permit fees of \$30.00 must be in check form. Payable to the City of Fall River and mailed in with this application.**
- that absolutely NO vehicles will be allowed to park behind the Food/Dessert tents! Arrangements for parking will be the responsibility of each vender.

• **A REFUNDABLE Separate security/clean-up fee of \$100.00 is required with your contract. Checks should be made payable to the Fall River Celebrates America. Refunds will be made Sunday night after clean-up.**

• to name the Fall River Area Chamber of Commerce & Industry, Inc., Fall River Celebrates America and the Fall River Heritage State Park. as an additional insured on FOOD/DESSERT VENDOR 's insurance policies and provide the certificate evidencing the foregoing insurance coverage with the signed contract

• ***CONTRACTS WILL BE NOT BE ACCEPTED WITHOUT THE PROPER CERTIFICATE OF INSURANCE IS RECEIVED AND UNTIL APPROVED BY THE COMMITTEE.***

Certificates of insurance must name ALL of the following as additional insured:

- 1. Fall River Celebrates America**
- 2. Fall River Area Chamber of Commerce & Industry**
- 3. Fall River Heritage State Park DCR.**

FOOD/DESSERT VENDOR indemnifies the CHAMBER and holds the CHAMBER harmless for any liability, including legal fees and costs, arising from the participation of FOOD/DESSERT VENDOR, its agents and employees in Fall River Celebrates America.

The CHAMBER reserves the right, in its sole discretion, to cancel the International Food and/or Dessert Fair due to inclement weather.

If FOOD/DESSERT VENDOR is unable, due to reasons beyond FOOD/DESSERT VENDOR 's control, to fulfill the above schedule on the dates and times set forth, the CHAMBER shall retain the deposit paid as liquidated damages in full and shall not seek further compensation from FOOD/DESSERT VENDOR .

Individuals associated with FOOD/DESSERT VENDOR remain the employees and agents of FOOD/DESSERT VENDOR . FOOD/DESSERT VENDOR, therefore, remains responsible for the conduct and actions, as well as any liability resulting therefrom, of the said employees and agents.

The Fall River Area Chamber of Commerce & Industry, Inc. and neither the corporation nor its agents, volunteers or employees assume any liability whatever for the actions, and results thereof, of the vendors or those acting in behalf of vendors. The Chamber does not assume any responsibility for willful, wanton or negligent acts of vendors, or those acting on their behalf, or for the loss, damage or destruction of vendors merchandise, equipment or other property. Should any vendor be sued for any reason as a result of participating in the Fall River Celebrates America event, and the Chamber, its employees, agents or volunteers be also joined as parties therein, the vendor shall indemnify the Chamber, its employees, agents or volunteers against any loss including, but not limited to, reasonable legal fees and the costs of suit. Any controversy or claim arising out of or relating to this agreement or breach thereof, shall be settled by arbitration, binding on all parties, in accordance with the rules of the American Arbitration Association. Said arbitration will be held in Fall River, Massachusetts unless some other place is mutually agreed upon. Judgement of any award reached by the arbitrator(s) may be entered in any Court of the Commonwealth of Massachusetts having jurisdiction thereover.

The parties hereto acknowledge that this Agreement is binding on their heirs, executors, administrators, assigns or successors in interest. Further, that this Agreement is a complete expression of the terms and conditions of the Charter. Any amendment, revision or cancellation of this Agreement must be accomplished in writing and signed by both parties.

In signing this contract, _____ certifies that he/she is eighteen (18) years of age, has the authority to act on FOOD/DESSERT VENDOR 's behalf or is the Vendor himself/herself. He/she further agrees that this contract has been read and understood, and that the terms and conditions stated herein have been agreed upon and is in evidence by the signature below.

FOOD/DESSERT VENDOR:

Signature

Date

By (Print name and title)

CHAMBER: Fall River Area Chamber of Commerce & Industry, Inc.

By (Print name and title)

Date

By (Print name and title)

