

Dear Food/Dessert Vendor:

Please find the enclosed application for the **FALL RIVER CELEBRATES AMERICA 2009 WATERFRONT FESTIVAL** International Food and Dessert Fair.

DEADLINE: THIS APPLICATION MUST BE RECEIVED BY 5 P.M. FRIDAY, July 10, 2009 AT THE FALL RIVER CHAMBER OF COMMERCE, 200 POCASSET ST., FALL RIVER, MA 02721.

The FRCA CULINARY ARTS COMMITTEE will review your application. Upon approval by the committee you will receive a contract containing specific requirements by Friday, July 31, 2009.

Information regarding food/dessert vendors at FRCA 2009:

- 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 10:00 p.m., Saturday from 11:30 to 10:00 p.m. and Sunday from 11:30 to 8:00 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. Extra outlets may be purchased @ \$50.00 each.
- All food/dessert vendors are responsible for obtaining a Massachusetts Meals Tax Certificate.
- **All LP (Liquid Propane) permit fees of \$50.00 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.
- Due to City of Fall River fire code regulations, **ALL** propane tanks **MUST** be purchased through Phil's Propane. (401- 624-6395). All Food/Desert vendors must begin set up on Thursday from 8am – and noon. Propane set up will begin @ noon. Vendors must be present for set ups and 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 a specific space and set-up time under the tents. Assignment shall be determined by a lottery.
- **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, and 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 7, 8 & 9, 2009
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.*

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

Signature: _____ **Date:** _____

Please mail or in person 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, July 10, 2009

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 anticipated and greatly appreciated.

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

Company Name: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Fax:** _____

Tax ID #: _____

Booth fees:

- *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, Inc.**, hereafter known as the CHAMBER, and _____, hereafter known as FOOD/DESSERT VENDOR.

WHEREAS, the International Food and Desserts Fair will be open Friday from 5 to 10:00 p.m., Saturday from 11:30am to 10:00 p.m. and Sunday from 11:30am to 8:00 p.m.

WHEREAS, FOOD/DESSERT VENDOR shall be an independent contractor with regard to any and all 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.

WHEREAS, it is the intent of the Contract to define which services will be provided by the CHAMBER and FOOD/DESSERT VENDOR.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

1. The CHAMBER agrees to:

- Provide a 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). There is an **Extra Charge** of \$50.00 for each additional outlet. **List number of extra outlets needed _____.**

2. FOOD/DESSERT VENDOR agrees:

- To be a paid-up member in good standing 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. **In addition, Vendor's must supply and display their signs, which shall be NO larger than 6 feet long.**
- That food items and prices SHALL NOT be changed after the contract is signed.
- That all food/dessert sales will be from booth space under the FRCA food tent.
- To obtain a Massachusetts Meals Tax Certificate.
- To keep all fry-o-laters equipped with satisfactory covering that shall be stationed outside the FRCA Food/Dessert Tent.
- That due to City of Fall River fire code regulations, **ALL** propane tanks **MUST** be purchased through Phil's Propane (401- 624-6395). **Checks payable to the Fall River Chamber of Commerce must accompany this application for all propane. Additional propane purchased during the event will be accepted and paid with a credit card.**
- Due to City of Fall River fire code regulations, **ALL** propane tanks **MUST** be purchased through Phil's Propane. (401- 624-6395). All Food/Desert vendors must begin set up on Thursday from 8am – and noon. Propane set up will begin @ noon. Vendors must be present for **ALL** LP set ups and inspections.
- **All LP permit fees of \$50.00 must be in check form and 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 SHALL NOT BE ACCEPTED UNTIL THE PROPER CERTIFICATE OF INSURANCE IS RECEIVED AND IS 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.**

3. FOOD/DESSERT VENDOR agrees and acknowledges that in the event that the International Food and/or Dessert Fair is cancelled for any reason which is out of the control of the CHAMBER, which includes but is not limited to inclement weather, that the FOOD/DESSERT VENDOR shall not be entitled to the refund of any monies paid for involvement or self advertising of the event.

4. 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.

5. 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.

6. 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.

7. 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.

8. The parties hereto acknowledge that this Contract is binding on their heirs, executors, administrators, assigns or successors in interest. The parties further agree that this Contract sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior agreements, covenants, representations, and warranties, expressed or implied, oral or written, with respect to the subject matter hereof, are contained herein. All prior or contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties, with respect to the subject matter hereof, are waived, merged, and superseded hereby. This is an integrated agreement.

9. The parties acknowledge that they have had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys individually selected by each party, without any form of coercion, duress or pressure. Each party further acknowledges that they have examined the contract before signing it, and have been advised to seek the advice of independent legal counsel concerning the rights, liabilities and implications of this document.

10. In the event any provision of this Contract is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

11. 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)

FRCA Food Application Check List:

1. Completed Application
2. Insurance Certificates
 - **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, DCR.**
3. Booth Fee \$ _____
4. A REFUNDABLE **Separate** security/clean-up fee of \$100.00 payable to The Fall River Chamber of Commerce
5. Propane Fee \$ _____ Payable to The Chamber of Commerce
6. \$50.00 for each extra outlet needed \$ _____ payable to The Fall River Chamber
7. LP permit fees of \$50.00 payable to the City of Fall River
8. Health Department Application
9. Health Department Fee of \$ _____ payable to the City of Fall River

