



Summer of the Arts 2010 Vendor Rules and Regulations

1. **SELECTION PROCESS FOR VENDORS** - The Festival Committee will select vendors based upon the following criteria:
 - Seniority
 - Menu Items
 - Local vendors versus out-of-town vendors
 - Non-profit versus for-profit vendors
 - Space availability
 - Utility needs and availability

The Committee reserves the right to select vendors as well as approve menus and assign locations. The decisions of the Committee are final.
2. **HOURS** - All vendors are expected to operate for the duration of the Festival. Not setting up on time, or leaving early will result in not being accepted to vend at future Festivals. Specific start and end times will be provided to accepted vendors at a later date.
3. **FOOD VARIETY** - In order to assure variety, we ask that no two vendors sell the primary same items. All items you intend to offer for sale must be listed on the application. You will receive confirmation of approved items.
4. **BEVERAGE SALES** – Summer of the Arts has the sole right to water sales. We ask that vendors refrain from selling water. All vendors may sell any approved non-alcoholic beverages with the exception of water.
NEW: Summer of the Arts has a relationship with Pepsi and encourages all vendors to sell Pepsi beverage products. Vendors may pre-purchase Pepsi beverage products from Summer of the Arts at a discounted rate. If accepted, you will receive additional information.
5. **ICE** - Will be available for purchase by vendors at the Festival site.
6. **FOOD WARE** – All food ware items served to the public during the festivals **must be biodegradable and/or compostable**. You may participate in the bulk product order coordinated by Summer of the Arts with World Centric or your local food distributor may already carry compostable items. Accepted vendors will receive more information.
7. **MEAL TICKETS** – Summer of the Arts will be issuing a limited number of meal tickets for our staff and key volunteers who are working around the clock to make the Festivals a success. A meal consists of any one entrée and a drink. Official tickets are to be used at any vendor tent. If you would like to be reimbursed for these meals, please mail the tickets to: P.O. Box 3128, Iowa City, IA 52244 for reimbursement by September 15, 2010, or turn in at the conclusion of the festival. Processing for reimbursement may take up to two weeks from time received. We sincerely appreciate those vendors who choose to donate these meals.
8. **SPACE** - Each vendor will be granted a set number of square feet in the Culinary Row area, based on single or double booth requests. No additional tent space, canopies or grounds space will be allowed without prior written agreement from the Festival Committee. The Festival will supply each vendor with two tables and two chairs. Tables and chairs must be checked out and back in or Vendor will be responsible for the replacement fee to rental company. Vendors are responsible for their own setup, including a **tent not to exceed 10'x10' for one space or 10'x20' for two spaces**.
9. **LOCATION** - Vendor location assignment will be made by the Festival Committee with seniority taken into consideration. Location assignments will be given on the first day of the Festival. Vending location will be marked on the ground with Vendor's name and space number. There will be no negotiation of location placement.
10. **VEHICLE ACCESS** - Vendors will be allowed to utilize vehicles to move equipment and goods to the site only at times designated by the Festival; generally in the morning hours preceding the Festival start and in the evening following the Festival close. Vehicles **MUST** be off the street one (1) hour before the start of the Festival. Vehicles will not be allowed into the festival area for re-supply of goods during the Festival hours. Vehicles will not be allowed next to the Festival tents for preparation or vending.
11. **VENDOR PARKING** - Food Vendors will be issued one (1) parking permit to park their vehicle in designated parking near the festival grounds. This is usually on a nearby street at reserved meters. There is no cost to the vendor, the festival provides this space as a courtesy. These spaces fill up fast and are available on a first-come first-served basis. There is no guarantee a space will be available.

12. **UTILITIES** - A limited amount of electricity is available at the Festival site. Vendors should consider this when planning their menus. *ELECTRIC POWER WILL NOT BE AVAILABLE FOR COOKING.* Vendors should plan for their own gas for cooking and holding menu items and ice or other means for chilling where possible. Vendors should state their exact, minimum electrical needs on the application. No additional usage will be allowed beyond that granted on the application. Each vendor space has its own dedicated 20-amp circuit. The Festival will supply generators as needed. No additional usage will be allowed beyond that granted on the application.
13. **TRASH AND REFUSE** - Vendors must dispose of all trash in the dumpsters provided by the Festival. Recyclable materials must be placed in the appropriate locations designated by the Festival. Vendors are expected to clean up their area regularly during the Festival and thoroughly at the closing of the Festival. Vendors are encouraged to minimize packaging for food items. A clean-up fee of \$100 will be assessed if assigned space must be cleaned by our Festival staff or volunteers and will affect consideration to vend at future Festivals.
14. **SIGNS** - All signs and banners must be contained within the vendor's allotted space in the Vendor tents. *NO ELECTRICALLY LIT SIGNS WILL BE ALLOWED.*
15. **NOISE AND SOUND SYSTEMS** - Vendors are not allowed to operate music or public address systems on the Festival site. Electrical generators are not allowed due to interference with the Festival sound system (unless given special permission).
16. **CODE COMPLIANCE** - All cooking, holding, preparation, refrigeration and associated vendor equipment must comply with all codes, including, but not limited to Iowa City Fire, Electrical and Temporary Structure Codes as well as Johnson County Public Health Department Codes. *INSPECTORS WILL BE ON SITE. All vendors must obtain a temporary vending license at least 24 hours prior to the start of each festival. Failure to do so will result in not being able to vend at the Festival.*
17. **SALES TAX PERMIT** - Each vendor whose sales will be subject to sales tax must submit at least 30 days prior to the Festival a copy of their Iowa Sales Tax Permit. Vendors whose sales will not be subject to sales tax must submit at least 30 days prior to the Festival a copy of their non-profit exemption letter and a statement that their sales are not subject to sales tax and the reason for the exemption.
18. **DISCLOSURE OF VENDOR OWNERSHIP** - Each application must disclose the name(s) of the owners of the business including: the name of a sole proprietor, names of all partners in a partnership, names of all shareholders, directors and officers of a for-profit corporation and the names of the directors and officers of a non-profit corporation.
19. **LIABILITY, INSURANCE AND INDEMNIFICATION** - Each vendor accepts full responsibility for all liability for damages to persons or property arising out of its use and occupancy of the Festival site and further understands that the site is the property of the City of Iowa City and that neither the City, the Iowa City Parks and Recreation Commission nor the Summer of the Arts, Inc. assumes any responsibility for damages or losses that may occur to the vendor, its employees, agents or property by reason of such occupancy.

Each vendor shall, at least 30 days prior to the Festival date, submit to Summer of the Arts, Inc., a certified copy of a policy of public liability insurance from a company acceptable to the Summer of the Arts Board naming: the Summer of the Arts, the City of Iowa City, Iowa, and their officers, directors, officials, agents or employees of such corporations, subdivisions or agencies with respect to their acts in the course of their employment, but only as respects to their involvement in the Summer of the Arts, Inc.; and any other party or entity who might have an interest in the premises about to be used as additional insureds for any damages which may be sustained as a consequence of the vendors' exercise of rights under this Agreement, with minimum liability limits of not less than \$500,000.00 combined single limit for bodily injury and property damage. Said policy and certificate naming additional insureds shall contain a ten-day cancellation clause and shall include product liability coverage and personal liability (A, B, C) with the same limits as aforesaid. The vendor further agrees to indemnify and hold harmless the Summer of the Arts, Inc. and the City of Iowa City, and any other party required to be named as an additional insured above, from any and all damages in excess or not covered by the insurance coverage provided under the terms of this Agreement which are occasioned directly or indirectly by the operation of the vendor of the premises, including without limitation by reason of enumeration injuries or damages to persons or property sustained by the public, vendors' employees or agents other exhibitors or concessionaires.

NOTE: If needed, arrangements will be made with a local agency to provide a policy with the above coverage. You may, of course, use your own insurance agent.
20. **ACCEPTANCE OF APPLICATIONS** - All applications must be postmarked no later than **April 10, 2010**, and mailed to: Summer of the Arts, Attn: Shane, P.O. Box 3128, Iowa City, IA 52244-3128. Notification of acceptance will be sent by email to all applicants. Those not accepted will have their application payment returned.
21. **MANDATORY VENDOR MEETING** – All accepted food vendors **MUST** attend a vendor meeting with the Johnson County Health Inspector and Festival organizers. Important information will be shared regarding inspection requirements, festival news and updates, and order placement for the compostable food ware and Pepsi beverage products. **This mandatory meeting will be held on Thursday, April 15, 2010**, at 7:00 pm at a location TBA.

All decisions of the Festival Committee with regard to the applications are final. Summer of the Arts, Inc. makes no guarantee or representation of the profitability or success of vending operations.

• P.O. Box 3128 • Iowa City, IA 52244-3128 • 319-337-7944 • www.summerofthearts.org•