

# EAGAN ART FESTIVAL FOOD VENDOR CONTRACT

(Rules governing participation)

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**1. Forms: Applications and deposits due by March 31, 2023. Final forms and full payments due by May 12, 2023. All checks must clear the bank prior to May 23<sup>rd</sup> to be eligible for the show.**

**2. Set-Up and Take Down:** Set-up for the festival will be between 3:00 PM and 8:00 PM on Friday June 23 and then continue from 6:00 AM to 8:00 AM on Saturday, June 24. All set-ups must be complete by 8:00AM Saturday, June 24 for electrical inspection. You must be available at the inspection time! Takedown may not begin until 5:00 PM on Sunday, June 25. Take down must be completed by 7:00 PM Sunday, June 25.

**3. Vehicle Unloading and Parking:** Vehicles are not allowed on the grass inside the ellipse without clearance from the Executive Director. All vehicles must be moved to the vendor parking area by 8:00 AM Saturday, June 24. This parking area is available both days.

**4. Insurance:** All food vendors must secure Commercial General Liability insurance, including products liability with minimum limits of coverage at \$500,000 each occurrence and \$500,000 general total limit and \$500,000 products aggregate limit. **REQUIRED: The certificate must state “the City of Eagan and the Dakota Center for the Arts and its assignees are listed as additional insureds” on such Commercial General Liability insurance, including Product Liability coverage. A Certificate of Insurance evidencing this insurance and a copy of the additional insured endorsement adding “ the City of Eagan and the Dakota Center for the Arts and it’s assignees as additional insureds” must be sent to the Executive Director when your application is accepted or you will not be allowed to enter the festival grounds. If you are subject to a state’s workers compensation statute, the certificate of insurance should include evidence of that coverage.**

**5. Food Preparation:** The same menu must be offered both days. All food made before the festival must be prepared in a licensed and approved kitchen by order of the Minnesota Health Department. To maintain the consistency of the food, all food items sold at the festival must be prepared by the vendor’s employees. The Executive Director must approve menu additions, deletions, or substitutions. Projected attendance at the two-day festival is 10,000 plus, assuming no inclement weather. Please estimate your needs accordingly.

**6. Serving Area:** Each food vendor must have an attractive preparation and serving area. Food vendors serving hot items must keep hot preparation materials out of public reach. This includes ovens, dispensers, warmers and deep fat fryers. Food vendor personnel must handle all food items under the same health rules and regulations required by the Minnesota Health Department. All food vendors are required to have a fire extinguisher in each booth as required by the Minnesota state fire codes.

**7. Electrical:** Food vendors needing 120v/20amp service will be charged \$50. An additional \$50 or \$100 will be charged for vendors requiring more power. A festival representative will visit your food booth on Saturday, June 24 at 8 a.m. with the state electrical inspector who will be checking permits and electrical set-ups. **You must be present.** Please **be specific about your electrical needs** on the application. Vendors are responsible for any fees assessed by the inspector on-site.

**8. Wearing Apparel:** All personnel in the food booths having contact with the public must wear appropriate attire for their respective duties. Particular attention needs to be given to safety.

**9. Signs and Decorating:** Food vendors are required to display a sign or banner identifying their business. Food vendors are required to post menus and prices on a sign, easily seen by the public, no smaller than 22” x 28”. **No signs can be located or hang into the space of the asphalt sidewalk as this impedes access.**

**10. License:** The Minnesota Health Department requires all food vendors to be licensed. Please send a copy of your license with your application. Vendors are responsible for any fees assessed by the inspector on-site.

**11. Sanitation:** Food Vendors must maintain acceptable standards within their booth. Vendors are responsible for disposal of their trash into the dumpster located on site. Please bring bags and plan accordingly. Vendors are prohibited from using trash containers intended for festival patrons. Overflowing trash containers are not acceptable. At closing each night, vendors must put all boxed or bagged trash into the designated dumpster. Vendors must provide adequate personnel to comply with trash removal requirements.

Vendors are responsible for the cleanup of all grease and food spillage at their food booth. Suitable flooring must be used wherever grease, charcoal or food spillage is likely to occur. All gray water must be disposed of in the designated location. Do not dump any substance on the grass. All grease must be removed from the site by vendor. A \$50.00 deposit is required from each vendor to ensure sanitation compliance. A refund of \$50.00 will be made to you by August 31, 2023 if all festival regulations have been followed.

**12. Use of Food Exhibitor Space:** Keep the area directly in front of your booth clear of merchandise or signage. Outside space at rear of booth may be used for storage. No strolling or mobile unit sales are allowed. Your booth may not be closed during festival hours without permission of the Executive Director. Food vendors will use their assigned space only for the purpose of selling menu items described and identified in the Festival Agreement. All vendors must stay within their assigned 10' frontage or must specify if additional frontage space is needed as an extra charge will apply. Contact [director@eaganartfestival.org](mailto:director@eaganartfestival.org) regarding additional space.

**13. Release and waiver:** You agree to release, hold harmless, defend and indemnify Dakota Center for the Arts, the Eagan Art Festival, and the City of Eagan, their directors, officers, employees, agents and affiliates, from any and all loss, damage, liability, cost or expense that Dakota Center for the Arts, the Eagan Art Festival, or the City of Eagan may incur or suffer as a result of any claim of any kind whatsoever arising out of your participation in the Eagan Art Festival. The Eagan Art Festival will not be responsible for the security of your business property, personal belongings or valuables. There are no secure areas at the festival. Vendor belongings and personal items are the responsibility of the owners.

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Authorized Representative of The Dakota Center for the Arts

Date

I, the undersigned have read, understand and agree to the above stated Food Vendor Contract, Rules, and Requirements.

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Business Name

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Authorized Signature

Date

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Printed Name of Authorized Signer

**Please make copies of all required documents before attaching to your application.**

**REQUIRED PAPERWORK**

- A signed and dated copy of the Food Vendor Application
- A copy of your Food Vendor License.
- A signed and dated copy of the Vendor's Contract
- A copy of the MN ST-19 Operator Certificate of Compliance
- A copy of your liability insurance with the City of Eagan and the Dakota Center for the Arts and their assignees listed as additional insured's. This statement is required for participation.