



## Festival 2010 HOW TO APPLY FOR A FOOD BOOTH

Please read these directions before filling out the *Food Booth Application* and signing the *Food Booth Agreement and Regulations*. Do not fill out any forms with "same as last year." Every blank must be filled in completely. Failure to do so may cause your *Food Booth Application* to be returned as incomplete, and your application may be considered late due to this delay.

1. If your organization is sponsoring a food booth, fill out the *Food Booth Application* and send it in with the signed *Food Booth Agreement and Regulations*.

Your submission of the signed *Food Booth Agreement* in proper form is your offer to enter into a food booth agreement with Festival of the Arts, Inc. in Grand Rapids. The Food Booth Committee reserves the right to reject any applications and offers. When the Food Booth Committee accepts your application, the signed *Food Booth Agreement and Regulations* becomes a contract. A signed copy, by a representative of Festival of the Arts in Grand Rapids, will be given to you for your records.

2. If you are co-sponsoring a food booth with another organization, each group must complete the *Food Booth Application*. A *Food Booth Application* for each sponsoring organization must be attached to the signed copy of the *Food Booth Agreement and Regulations* before it is submitted.
3. An authorized representative of the sponsoring organization (or of both sponsoring organizations in the case of a co-sponsored food booth) must sign the *Food Booth Agreement and Regulations*. The date of execution, the title of the person signing, and the name of the organization must be written on the *Food Booth Agreement and Regulations* in the blanks provided on the last page.
4. **NO LATER THAN NOVEMBER 30, 2009, please mail the following items to the address listed below:**
  - Completed and Signed ***Food Booth Agreement and Regulations***
  - Completed ***Food Booth Application***
  - **Proof of Non-profit Status** (without it, your application will not be considered)
  - **\$50.00 Application Fee – Make checks payable to "Festival of the Arts in Grand Rapids"**  
(Refundable if your organization is not accepted to have a food booth)

### **MAIL TO:**

**Shelly Reinhard**  
1447 Milton St SE, #2  
Grand Rapids, MI 49506

***PLEASE NOTE: The chairperson for each new food booth must show a valid ID (e.g. driver's license, government issued ID) at the taste testing session.***

5. You will be notified if your application and offer is not accepted.
6. You may withdraw your application and offer by written notice at any time before acceptance by the Food Booth Committee, approximately February 1, 2010.
7. If you have any questions, please contact one of the Food Booth Chairpersons:

**Theresa Clay**  
616-682-0360  
claytk@hotmail.com

**Shelly Reinhard**  
616-292-2696  
shelly007festival@yahoo.com



# Festival 2010 FOOD BOOTH APPLICATION

1. Organization Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Organization's Website: \_\_\_\_\_  
Non-Profit/Charitable Purpose: \_\_\_\_\_
  
2. Booth Chairperson: \_\_\_\_\_  
Address: \_\_\_\_\_  
City State, ZIP: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Hours: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Hours: \_\_\_\_\_  
E-mail: \_\_\_\_\_
  
3. Number of Active Members in Organization : \_\_\_\_\_
  
4. Number of Other Available Workers for Festival: \_\_\_\_\_  
Source(s): \_\_\_\_\_
  
5. Please list years for which you have previously applied for a Festival food booth :  
\_\_\_\_\_
  
6. Has your organization sponsored a food booth in the past? YES \_\_\_\_\_ NO \_\_\_\_\_  
Did your organization sponsor a food booth in 2008/2009? YES \_\_\_\_\_ NO \_\_\_\_\_  
If not, why? \_\_\_\_\_  
\_\_\_\_\_
  
7. If this is a joint application, what is the co-sponsoring organization's name?  
\_\_\_\_\_
  
8. If this is a joint application, please tell us how you plan to coordinate the planning, scheduling, and operation of the food booth :  
\_\_\_\_\_  
\_\_\_\_\_

9. Proposed Menu, including Drinks (list in full detail):

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10. Main Menu Item: \_\_\_\_\_

11. If you are a returning booth, is your menu changing? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, what is changing?

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12. Category of Food (Mexican, German, American, Vegetarian, Dessert, etc.) to be listed in the Festival program:

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13. Proposed Cooking Method and Equipment (charcoal grill, gas grill, grease fryer, etc.):

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14. Please list all planned electrical appliances, including voltage and total amperage.

**Total must be 15 amps or less:**

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15. Proposed Costumes (Required - Must match type of food / You will be evaluated) :

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16. Proposed Booth Décor (Required – Must match type of food / You will be evaluated) :

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**Proof of non-profit or charitable status must be submitted with this application or your application will NOT be considered.**



## **Festival 2010 FOOD BOOTH AGREEMENT AND REGULATIONS**

**THIS IS AN AGREEMENT** between Festival of the Arts in Grand Rapids (Festival), a Michigan non-profit corporation, and

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(Organization sponsoring the food booth, which will be referred to in this Agreement as "Food Booth")

### **Formations and Nature of Agreement**

This Agreement shall become a contract between the Food Booth and Festival upon execution by authorized representatives of both parties. Upon formation of the contract, and subject to the terms and conditions of this Agreement, Festival agrees to allow the Food Booth to operate a food booth at Festival 2010, a community arts festival conducted annually under the auspices of Festival of the Arts in Grand Rapids, and the Food Booth agrees to operate the booth and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Food Booth under this Agreement shall create any rights for the Food Booth to operate a food booth at subsequent festivals.

### **Application of Receipts**

The receipts of the Food Booths for all sales made at festival food booths shall be distributed as follows:

1. 18% of those receipts shall be paid by the Food Booth to Festival immediately following completion of the festival. Festival covenants that all funds it receives under this subsection shall be held and distributed in accordance with its charitable purposes under restrictions imposed by the United States Internal Revenue Code and the laws of the State of Michigan.
2. The Food Booth shall pay 6% of the receipts to Festival for sales tax on all items sold at the booth. Festival covenants that all such payments it receives for sales tax shall be paid over to the State of Michigan in accordance with applicable laws and regulations for, and on behalf of, itself and the Food Booth.
3. That portion of receipts remaining, after the payments distributed under the preceding two subsections, shall be used by the Food Booth to pay for its cost for food, beverage, and other products approved for sale at the booth, with the balance then remaining to be applied exclusively to the charitable or non-profit purposes of the Food Booth. No part of the net earnings of the Food Booth from food booth sales shall be applied to the benefit of any member or individual associated with the Food Booth (other than for reimbursement of direct out-of-pocket expenses incurred by a member or other individual for activities in connection with the food booth); nor shall any part of such funds be utilized for the carrying on of propaganda or for influencing legislation; nor for use in any political campaign on behalf of any candidate for public office, except as otherwise permitted for tax-exempt organizations under Section 501 of the United States Internal Revenue Code.

### **Use of Booth**

The booth shall be used exclusively for the sale of food and beverage products on the menu, as described in the *Food Booth Application*.

Without limitation of the foregoing, the Food Booth shall not use the booth for solicitation of funds or for promotion of any other purposes apart from the sale of approved menu items.

### **Accounting for Funds**

The Food Booth shall account to Festival for all receipts received at the booth for sale of approved products. The Food Booth agrees to sell approved products according to the terms and conditions set forth by the Finance Committee. The Food Booth hereby certifies that all financial accountings, which it shall give to Festival, shall be complete and accurate. The finance accounting method, which will be used by Festival, will be reviewed at the first mandatory Food Booth meeting. It is recommended that the Food Booth use a cash register to maintain sales counts throughout the weekend of Festival 2010.

### **Nature of Food Booth**

The Food Booth represents and covenants that it is, and at all times shall remain during the term of the Agreement, a non-profit or charitable organization exempt from taxation under the United States Internal Revenue Code. Upon request from Festival, the Food Booth shall submit such additional documentation or certification as Festival may reasonably request to evidence the non-profit or charitable status of the Food Booth.

### **Compliance with Laws**

The Food Booth represents and covenants that it is now, and shall at all times during the term of this Agreement, remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of the Food Booth under this Agreement. Without limitations of the foregoing, the Food Booth shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for the sale of food and beverages at the food booth.

### **Relationship of Food Booth and Festival Committee**

The relationship of the Food Booth and Festival under this Agreement shall be that of independent contractors. The Food Booth shall not have the authority to bind Festival to any contract or agreement, nor shall the Food Booth represent to any person that it is the agent or representative of Festival.

### **Force Majeure**

Neither party shall be liable to the other for any delay or failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented.

### **Limitation on Liability**

Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit or revenue, for any breach of this Agreement.

### **Default**

Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.

### **Insurances and Indemnification**

**Each sponsoring organization must maintain, at their expense, general liability insurance, which covers all activities of the Food Booth, both in and about the booth, during the time of Festival. This insurance must cover food preparation and sale, personal injury, and property damage, with limits of not less than \$100,000 for each occurrence of death or personal injury, \$50,000 for each occurrence of damage to property, and with aggregate coverage of not less than \$500,000 (\$1,000,000 recommended).**

The Food Booth shall indemnify and hold Festival harmless from all claims for damage to person or property in or about the food booth and arising from operations of the food booth. The Food Booth shall obtain from each of its volunteers/workers a waiver of all claims against Festival for

injury to person or property suffered by such volunteers or workers in or about the food booth, in accordance with regulations and forms provided by Festival prior to Festival 2010.

**Each sponsoring organization must submit proof of general liability insurance to the Festival Food Booth Chairperson at least 90 days prior to the beginning of Festival 2010. The policy shall list Festival of the Arts in Grand Rapids as an additional named insured.**

The policy shall not be able to be cancelled except upon ten days prior written notice to the Food Booth Chairperson.

### **Sanitation and Clean Up Assistance**

At all times during Festival, the Food Booth shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. Festival shall provide trash receptacles for disposing of all refuse and debris arising from its food preparation and sale, with such disposal to be conducted in accordance with directions given by Festival. The Food Booth shall not dispose its refuse in receptacles provided by Festival for use by the general public. The Food Booth shall provide adequate workers or volunteers for clean up of the booth area and the general festival grounds in accordance with regulations and directions provided by Festival.

Each Food Booth will provide adult workers for general clean up duty on Friday, Saturday, and Sunday of Festival and TWO adult workers beginning at the close of festival on Sunday, according to the schedule provided to all Food Booths at the May 2010 meeting. These workers will be used in work crews for general clean up throughout the festival perimeters.

### **Other Duties of Food Booth**

In addition to duties specified elsewhere in the Agreement, the Food Booth shall perform the following duties or risk losing a food booth placement for the following year:

1. **Deadlines.** The Food Booth shall comply with all deadlines for organization and performance of the food booth operation as from time to time established by Festival.
2. **Cooperation.** The Food Booth shall cooperate with Festival in planning and conducting the festival and in evaluating the performance of the Food Booth in accordance with regulations and procedures from time to time established by Festival.
3. **Number of Servings.** The Food Booth shall have and maintain the capability to provide servings of basic approved menu items to not less than 3,000 people during festival. New booths often do not serve 3,000. You should therefore make your plans accordingly so that you have the flexibility you might need. But you *must* have enough servings to operate the entire three days of festival.
4. **Compliance with Regulations and Directions.** The Food Booth agrees to comply with all regulations promulgated by Festival. Festival reserves the right to modify such regulations or to promulgate new regulations upon notice to the Food Booth, and the Food Booth shall be bound to all such regulations, provided that such regulations are made generally applicable to all other food booth operators similarly situated.
5. **Security.** The Food Booth shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.

### **Electrical Equipment and Supplies**

Festival shall provide tents or other suitable enclosures for the food booth. Festival shall also provide 15 amps of 110-120 volt electrical service and access to water service in accordance with directions and regulations provided by Festival. The Food Booth shall provide all necessary charcoal, propane, and other fuel, other than electrical power, utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Food Booth shall also

be responsible for all tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment and supplies necessary for operating the food booth.

### **Assignment of Booth Space**

The Food Booth consents to the assignment of booth space to the Food Booth by Festival at such locations as Festival may determine. Festival reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths, including the Food Booth, at any time prior to the beginning of festival.

### **Applications and Other Information**

The Food Booth hereby certifies that the *Food Booth Application* and all other documentation and information provided by the Food Booth to Festival in connection with this Agreement, is complete and accurate. Except upon prior written consent of Festival, the contents of the booth by the Food Booth shall be in accordance with information and disclosures provided by the Food Booth on its application and other documents submitted to Festival.

### **Reservation Fee**

Upon execution of this Agreement by both parties, the Food Booth's submitted reservation and processing fee of fifty dollars (\$50.00) becomes non-refundable.

### **License**

The right given by Festival to the Food Booth to operate the food booth is a license and shall not create any rights in the Food Booth as a tenant.

### **Delegation and Assignments**

The Food Booth may not assign any of its rights under this Agreement to any person. The Food Booth may perform its obligations through delegation to volunteers or members affiliated with the Food Booth, but such delegation shall not relieve Food Booth of its liability for nonperformance of its duties. Festival may delegate and assign its duties and rights to such committees or representatives as Festival shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Food Booth. Such delegation shall not relieve Festival of its liability for nonperformance of its duties.

### **Access to Booth and Records**

The Food Booth and its agents and representatives shall have to their accounting any food booth records maintained by Festival in connection with the Food Booth's performance under this Agreement.

### **Objectives**

The objectives of the Festival Food Booth Committee are to be fair with all food booths and to maintain proper safety, sanitation, organization, and service to the public. You will receive a schedule of mandatory meetings at which the Food Booth Committee will provide instructions and interpret regulations. Because it is impossible to anticipate all contingencies that might occur, these regulations may need to be amended, supplemented, or otherwise altered. The Food Booth Committee will make every reasonable attempt to announce regulations and changes in a timely manner.

Your cooperation in complying with all directions and instructions issued by Festival, and its authorized committees and representatives, is needed. Cooperation among all festival participants will allow everyone to continue the service to the public with the same success and spirit that have marked past Festivals.

### **NOTES:**

- A MINIMUM of 100 to 150 volunteers is needed to operate a Festival food booth.

- Your product, its preparation, storage, and servings will need to pass the codes of the Kent County Health Department. Be prepared to answer their questions.
- New applicants: Festival looks for authentic ethnic food and unique products.

**Requirements for Food Booth Applicants**

1. The sponsoring organization **MUST** be non-profit or charitable. Proof of such status, in the form of a United States Internal Revenue Service exemption letter, or a non-profit corporation charter with a current certificate, must be attached to the *Food Booth Application* in order for the Application to be considered.
2. The organization must be headquartered in Kent County or one of its seven contiguous counties, and it must provide a verifiable phone number and address for Food Booth contacts.
3. Electrical requirements for the applicant food booth may not exceed 15 amps at 110 volts. Microwave ovens are prohibited.
4. The Food Booth must provide service throughout the three days of Festival.

**A. ALL food booths will adhere to the following hours of operation:**

**Friday, June 4, 2010**

Open - 11:00 a.m. *(After being checked by the Health and Fire Departments)*  
 Close - 10:00 p.m.

**Saturday, June 5, 2010**

Open - 10:00 a.m.  
 Close – 10:00 p.m.

**Sunday, June 6, 2010**

Open – 10:00 a.m.  
 Close – Approximately 6:00 p.m. *(only after a Festival Food Booth Committee Member gives the “ok” to close)*

**Open = Food Booth will be ready to sell all product**

**Close = Food Booth will stop selling all product, regardless of how much is left**

**The limited time period allowed for Festival requires that every effort be made to have Festival fully functioning for all three days.**

- B. The people attending festival are entitled to full benefit of the menu variety, cultural diversity, and maximum service, which is best provided by uniform three-day participation by food booth operators.
- C. Administratively, Festival has determined it impractical to create staggered schedules for food booth operations and clean up assistance.
- D. Festival is concerned that a vacant booth on any day of Festival could create security and vandalism problems.

Because of these considerations, Festival requires a commitment that any applicant will be open for all three days of festival. However, Festival does not wish to discriminate against any organization or prevent its participation because of religious doctrine. To accommodate organizations that may not be able to participate for one or more days, Festival will accept joint applications from multiple organizations for a single food booth. While the basis for adopting the policy allowing joint applications is one of accommodation to religious groups, the option of submitting a joint application is available to all groups.

If two organizations will be operating a food booth under this Agreement, the term "Food Booth" shall mean both of those organizations. All obligations, representations, and warranties of the Food Booths shall be the joint and several obligations, representations, and warranties of both such organizations. In the case of joint applications, each applicant must complete a Food Booth Application and all other supporting documents.

Scheduling of volunteers for food booth operations, set up, clean up, and other duties for the booth shall be the joint responsibility of both applicants.

Prior to the application deadline, those groups that wish to operate a food booth for only a portion of the festival period must contact one of the Festival Food Booth Committee Chairpersons, either Theresa Clay, at 616-682-0360, or Shelly Reinhard, at 616-292-2696.

### **Selection Evaluation Criteria**

Selection of food booths will be based on the following criteria:

1. In accordance with Festival policy, member organizations of the Arts Council of Greater Grand Rapids will receive priority consideration when applying for a Festival food booth.
2. Applicants will be evaluated on demonstrated leadership and organizational ability based upon other successful activities, including prior festival participation.
3. Festival strives for menu diversity, food quality, and support of the "core values" of Festival.
4. Festival seeks participation of a broad variety of community organizations.
5. Festival seeks to have food booth decorations and costumes that reflect the culture and/or heritage of the sponsoring organization and/or the food being served.
6. The application will be evaluated for completeness.
7. You must show your organization's ability to provide sufficient volunteers to staff a food booth for the entire festival weekend.
8. Applicants who have participated in a previous festival will be evaluated on their performance and compliance with policies and procedures during those years in which they participated.
9. Food preparation method may be a selection criterion, since only a limited number of food booths using charcoal or gas grills may be permitted.

### **Booth Specifications**

You will be assigned a 20 x 30 foot space for your food booth. (Requests for larger grill areas will be handled on an exception basis.) The food booth tent supplied by Festival is 12 x 12 feet and MUST be placed within your assigned space. Assembly, disassembly, care, and maintenance of the tent and supplies is the responsibility of the Food Booth. Tent assembly will be demonstrated, including instructions given for load in, set up and strike, and load out, at a meeting to be scheduled during May 2010.

**All Food Booths are required to provide some form of line control for their patrons, such as stanchions with rope guides. Food Booths will not be allowed to open unless line control is provided.**

The Food Booth shall assemble and disassemble the food booth in accordance with directions and scheduling provided by Festival. At the conclusion of festival, the booth components shall be returned to Festival in their original condition, with normal wear and tear and damage from the elements accepted. In the case of inclement weather when the booth components (e.g. tent canvasses) are wet at the conclusion of festival, the Food Booth agrees to take home said components for complete drying out, and the Food Booth will return them at the specified time and location as determined by the Festival Food Booth Committee.

### **Signage Specifications**

The Festival Graphics Committee will construct the identification banner and the first menu board for each new food booth at no cost to the Food Booth. Food Booths will be responsible for storing, maintaining, and reusing their identification banner and menu board from previous years. Additional or replacement banners or menu boards are available for purchase from the Festival Graphics Committee at its cost. You may have up to three (3) additional menu boards and banners, but they must be replicas of the menu board provided and created by the Festival Graphics Committee.

The Food Booth shall be responsible for assembling and/or displaying the sign in accordance with a format and design required under any applicable Festival regulations. The Food Booth may also place signs on or about the booth, indicating the products offered at the booth and the prices for such products, provided such sign is in accordance with a format and design required under any applicable Festival regulations. No signs, trademarks, or other promotional products may be offered at festival or in or about the food booth for any commercial product.

Food booth design and construction must be approved by Festival prior to the event and must comply with current restrictions regarding height, lighting, and construction type.

### **Waiver of Insurance**

Each person setting up or disassembling a food booth, preparing food prior to or during Festival, or working at a food booth must sign a *Waiver of Liability*, which will be distributed at the first food booth meeting. You must obtain the signatures of all such workers and deliver the Waiver on the due date, according to instructions. The sponsoring organization shall indemnify and hold **Festival** (and the **City of Grand Rapids** as third party beneficiary) harmless from all claims which may be brought by its workers against **Festival** or the **City of Grand Rapids**, for which execution of the Waiver would have been a defense against liability.

**IN Witness WHEREOF, the parties have executed this Agreement.**

**Name of Organization:**

\_\_\_\_\_  
**(Food Booth)**

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

Its:

\_\_\_\_\_  
Title

**AND**

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

Its:

\_\_\_\_\_  
Title

**Festival of the Arts in Grand Rapids (Festival)**

Date:

\_\_\_\_\_

By:

\_\_\_\_\_  
Signature

Its:

\_\_\_\_\_  
Title



## **Festival of the Arts in Grand Rapids (Festival) CORE VALUES**

We believe the goals and mission of Festival support and enhance the mission of the Arts Council with the arts as a core community value; Festival provides many different quality arts experiences and cultural opportunities that promote excellence, cross-cultural understanding, and strong community. The very existence of Festival encourages the volunteers, participants, and visitors to make the arts central to the lives of everyone in our community.

We believe the goal of Festival is to support the arts and provide an opportunity for artists and arts organizations to showcase their talents to a wide public audience through a free admission event.

We believe the goal of Festival is to build a public appreciation for the “quality of life” provided to the greater Grand Rapids area by our local cultural organizations.

We believe the goal of Festival is to affirm the commitment of the arts to Grand Rapids by holding Festival in a downtown location.

We believe the goal of Festival is to retain the original concept of a non-profit, volunteer community event by limiting and controlling commercialization of any aspect of the event.

We believe in inclusiveness and diversity. We welcome everyone to take part in and enjoy the community spirit of Festival, regardless of age, ethnicity, religion, gender, or economic background. Special effort is made to include those with disabilities so that they may benefit from the artistic experiences that are the core of Festival.

We believe in recognizing and appreciating the value of the personal and professional expertise of volunteers, whose year round efforts encourage and develop the arts experiences at Festival.

We believe in the value of a variety of arts experiences, supporting existing arts organizations, as well as encouraging quality and welcoming new artists and performers.

We believe in the value of tradition and sense of community ownership of Festival. At the same time, we recognize the need for change and improvement, as long as the core values of the event are retained. Each year new activities are added, and old ones dropped or changed, to keep the event healthy and fresh. Each year we seek new volunteers to ensure the future of Festival.

We believe in empowering new and alternative forms of artistic expression by including them in Festival.