



## Middletown Market **RETAIL VENDOR** Application and Agreement

June 13 – August 29, 2018 - Wednesdays, 5:00 – 9:00 pm

[www.summertimebygeorge.com](http://www.summertimebygeorge.com)

The Rotary Club of St. Cloud (the "Rotary") is grateful to the community for embracing *Summertime by George!* Thousands of people are drawn to the concert series and family festival every week!

**Middletown Market Vendors invite you to eat, shop, learn about the community and have fun!** You'll find a delicious variety of freshly prepared meals, snacks, desserts and beverages. It's a great place to shop for hand-crafted items, popular brands of home-based products, art and unique clothing and fashion accessories. Just for fun, there are Henna tattoos, face painting, trampoline-jumping and balloon animals.



**Interested in becoming a vendor?** Please read the following information, complete the application and contract and return to:

**Summertime by George!**  
**Attn: Jen Flaten – U.S. Bank**  
**1015 W St Germain Street**  
**St Cloud MN 56301**

**Submission of the application is not a guarantee of participation.** Within a

reasonable time after receiving the application, someone from the Rotary's *Vendor Selection Committee* will notify applicants by phone or email if they are accepted or denied participation. The Rotary reserves sole and absolute discretion in the selection of vendors for the event, and may give preference to local vendors. However, in selecting vendors, the Rotary will not discriminate on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age or marital status.

**Fill out an appropriate application form for: (1) Retail Vendor**

**Read the Selection Criteria for Middletown Market Vendors, included for your convenience.**

Retail Vendors can apply for 1 to 12 weeks.

**Note to Retail Vendors:** The Middletown Market is designed to showcase food vendors, artisan merchants, home-based and boutique –styled businesses. For-profit, commercial businesses are not eligible to have a booth to sell products or to distribute promotional literature, nor are vendors permitted to sell "after-market" goods or products such as bulk food/products purchased from retail stores or wholesale vendors.





## RETAIL VENDOR 2018 Agreement, Waiver and Release

Please print clearly and fill out all areas that pertain to your business and/or vendor participation at *Summertime by George*.

Vendor Contact Person: \_\_\_\_\_ Business Name: \_\_\_\_\_

Mailing/Business Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Name of employee(s) who may work for you at your booth: \_\_\_\_\_

**ITEMIZED VENDOR SELLING LIST:** Attach a list of the items you will sell. Once approved, Items cannot vary unless re-approved by the committee. Photos (electronic photos preferred) of your booth and/or products are optional but appreciated. The Rotary reserves the right to use your photos on the *Summertime by George* website or elsewhere.

**DESCRIBE YOUR VENDING UNIT:** One space is 11' x 11'. Vendors need to pay for each space they occupy.

- Self-contained trailer, truck, bus or other vehicle. Dimensions: Width and Length \_\_\_\_\_
- Are you vending from a tent?  YES  NO All vendors must have a canopy tent that is weighted down, not staked.
- Electrical outlets are NOT available. Should you need electricity, you will need to provide your own **quiet** generator.
- GENERATOR?**  YES  NO Model & Size \_\_\_\_\_

**INDICATE VENDOR TYPE:**  Home based products  Hand-Crafted Items  Other \_\_\_\_\_

Retail Vendors		Business License Number	MIN Sales Tax Number
Entire 12-Week Series	\$25 per week (\$300)		
3 weeks or less	\$35 per week		

\* Payments are due the first week of the month (June 13, July 4, August 1)

I am signing up for \_\_\_\_\_ space(s) x fee per space \$ \_\_\_\_\_ = \$ \_\_\_\_\_/week for the following dates, 5-9 PM:

- Wednesday, June 13  Wednesday, July 4  Wednesday, July 25  Wednesday, August 15
- Wednesday, June 20  Wednesday, July 11  Wednesday, August 1  Wednesday, August 22
- Wednesday, June 27  Wednesday, July 18  Wednesday, August 8  Wednesday, August 29

### TERMS OF AGREEMENT, WAIVER AND RELEASE:

In consideration of the opportunity to participate in *Summertime by George* (the "Event"), and as a condition precedent to such participation, the Vendor named herein (the "Vendor") agrees to be bound by all of the terms and conditions described herein, and also agrees to release, indemnify and hold harmless the premises owner (the City of St. Cloud) and the event sponsor, the Rotary Club of St. Cloud, a Minnesota non-profit corporation (the "Rotary"), as well as its affiliates, members, board members, volunteers, agents and employees, from and against any and all claims, damages, medical expenses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the Vendor's participation in the Event, including without limitation, liability for any injuries, damages and/or illnesses to any employees, agents, customers, clients, invitees, guests or other members of the public that may have directly or indirectly resulted from the conduct of the Vendor, or the conduct of the Vendor's agents or employees, the products or services sold by the Vendor, the negligence of other participants in the Event, and/or from the negligence of the premises owner or the negligence of the Rotary, its affiliates, members, board members, volunteers, agents and employees.

**In addition, I agree:**

- That I have read and agree to be bound by all of the terms of this Vendor Agreement, Waiver & Release, including 1) all of the Rules and Responsibilities attached as Addendum A, and 2) Mission, Policy and Guiding Principles/Guidelines for Vendors attached as Addendum B.
- That the Vendor has and will maintain during the Event an insurance policy for Comprehensive General Liability insurance with limits of at least \$1,000,000 per occurrence and with \$1,000,000 aggregate, and will name the Rotary Club as an Additional Insured. At least 10 days before the Vendor participates in the first Event, the Vendor must furnish to Rotary a certificated of insurance listing the Rotary Club of St. Cloud as certificate holder. **Check here  if the Vendor intends to contact the Middletown Market Chair to request an exemption from this requirement.**
- That the Vendor has and will maintain during the Event a Workers Compensation insurance policy, as required by law. In the event that the Vendor believes that it is not required to carry such insurance, the Vendor agrees to furnish to the Rotary's Middletown Market Chair a written explanation of its legal exemption from such coverage requirement. **Check here  if the Vendor intends to contact the Middletown Market Chair to request an exemption from this requirement.**
- That the Rotary and the City of St. Cloud are not liable for any theft, losses or damage to the Vendor's property which might occur as a result of participating in the Event.
- That the Vendor is required to furnish its Minnesota tax ID number to participate in the Event, and is responsible to pay any and all sales taxes and other legal obligations associated with the sale of any products or services at the Event.
- That the Vendor hereby grants consent and permission to the Rotary, its affiliates, members, board members, volunteers, agents and employees, to use the Vendor's name(s), image(s), photograph(s), videotape(s), motion picture recording(s), voice recordings or likeness(es), including those of the Vendor's employees and agents for any Rotary purposes, including Event publicity and promotion.
- That the undersigned is duly authorized by the Vendor named above to sign the Agreement, Waiver and Release, and to bind said Vendor to all of the terms herein. By my signature below, I consent and agree to the terms of the *Agreement, Waiver and Release* and the attached *Rules and Responsibilities*.
- That the Rotary reserves the right to terminate this Agreement without prior notice or warning if the Vendor violates the *Agreement* or the *Rules and Responsibilities* or engages in conduct which, in the sole discretion of the Rotary, is considered to be detrimental to the Event, to the Rotary or to members of the public.

**VENDOR**

Vendor Signature: \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted by a duly authorized representative of the Rotary Club of St. Cloud, a Minnesota non-profit corporation.

**ROTARY CLUB**

By (Signature): \_\_\_\_\_

Date \_\_\_\_\_

Print Name: Jen Flaten

Title: Chair of the Middletown Market at the Event

**Enclosed is a check for \$\_\_\_\_\_ payable to St. Cloud Rotary and a copy of my general liability insurance, if applicable. Contact the Middletown Market Chair if you have questions regarding insurance requirements for your vendor space.**

*A minimum of \$50 is due upon submission of the application.*

**Send Application to:  
Summertime by George!  
Attn: Jen Flaten – U.S. Bank  
1015 W St Germain Street  
St Cloud MN 56301**

**Questions? Call Jen at 320-259-8413**



## Middletown Market Vendor Rules & Responsibilities

### VENDOR RESPONSIBILITIES:

- Vendors may be asked to remove a product on sale if it is not approved or listed in their application.
- Fireworks, firearms, knives or other types of weapons may not be sold at the Event, nor may any items be sold or distributed that are offensive or inappropriate for children, or that depict vulgar gestures, images or words.
- All vendors must have signs displaying their name. Signage may not extend beyond the assigned space as to interfere with pedestrian walkways.
- Alcoholic beverages and smoking are prohibited in the vendor spaces.
- Vendors are not allowed to have pets near the food vendors.
- Vendors are to present themselves appropriately in dress and state of cleanliness. Shirts and shoes are required.
- Children coming with vendors must be supervised at all times.
- Price, terms of sale, etc. are between buyer and seller only. All vendors agree to abide by fair business practices.
- Any required sales tax collections and remittances are the sole responsibility of the sellers/vendors.
- All vendors must keep their area neat and clean while selling and ensure that the area is clean before leaving.

### PROHIBITED ACTIVITIES:

- The following activities are not allowed: faith based proselytizing, soliciting donations (to include having a donation jar), political and social campaigning, conducting surveys or raffles, asking for petition signatures or distributing sales/promotional materials outside of the booth space or Middletown Market Area.

### CANCELLATIONS:

- If the event is cancelled due to severe weather, vendors will be notified by email by NOON on the day of the event.
- Vendors will not be reimbursed for cancellations due to weather or for not attending an event.

### SPACE ASSIGNMENTS:

- Each vendor is assigned one 11' X 11' space. Separate fees will be charged for each additional space needed, as indicated on the application.
- Assignment and placement of spaces will be determined by the Vendor Committee.
- Vendors are responsible for providing tables, chairs, a weighted tent or any other items needed for their display.
- Generators need to be quiet generators. Staff has the authority to remove vendors if disturbing noise levels or noticeable fumes and/or unpleasant smells are not mitigated.
- Tents are required and must be WEIGHTED down for security and safety. **NO STAKES ARE ALLOWED!**
- Staff has the authority to move and reassign stall space to enhance or facilitate operations.

### VENDOR PARKING:

- Vendors can park ONE vehicle that fits within a car-sized stall in the parking lot at 9<sup>th</sup> Ave. and 6<sup>th</sup>/7<sup>th</sup> Street. A food truck used to sell products can be located on the park grounds. Staff will determine which, if any, vehicle can be parked on the grounds. Some food vendors may be approved to use a "runner", (*a vehicle that makes frequent trips to and from a store location*).
- Parking passes are not used, but parking attendants will have a list of vendors and will be at the entrance of the lot to check in vendors and their approved vehicles.
- Large trailers used for loading must be parked in the lot on the north side of Tech High School.

### Setup/Tear Down: 2:30 – 4:30 PM

- Large food trucks will set up first from 2:30 – 3:15 pm. Once the large vehicles are in place, all other vendors with tents and/or smaller vehicles can begin setting up.
- Vendors can bring vehicles onto the park grounds to unload and load products.
- **NO vehicles are permitted on the park grounds after 4:30 PM or before 9:00 PM.**
- **NO vehicle, unless approved, can park on the grounds during the event.**
- Vendors must be ready to start selling at 5:00 pm and remain until 9:00 pm. Vendors are allowed to begin selling at 4:30 pm ONLY if all load-in vehicles are off the park grounds.
- Vendors must remove all materials including paper, bags, boxes or miscellaneous debris as a result of their sales from the area by 9:30 pm. Vendors must take home and dispose of any cardboard boxes, spoiled, unusable, and unsold products. Incidental garbage, such as paper items, soda cans, etc. can be disposed of in the trash and recycling receptacles provided.



## Mission, Policy and Guiding Principles

### **MISSION:**

*Summertime by George!* is a free weekly summer music festival that brings our community together for fellowship, food and fun.

### **MISSION STORY:**

*Summertime by George!* features a variety of great live music, delicious food, unique artistic creations and fun activities. It is a family-friendly event that is intended to build friendships and foster positive community relationships.

### **POLICY:**

Consistent with this Mission, *Summertime by George!* is intended to provide a relaxing and fun environment, and is not intended to be a public forum, nor a place for public speaking, debate, solicitation, proselytizing, fund-raising or literature distributions. As such, only those vendors, artisans, volunteers and sponsors that, in the opinion of the Executive Committee, will positively contribute to the mission and purposes of the event, will be selected to participate in *Summertime by George!* The Executive Committee will develop guidelines for vendors and sponsors that will ensure compliance with these purposes, will minimize controversy and will promote a positive family atmosphere.

### **GUIDELINES FOR VENDORS:**

This document will be included as Addendum B in the Food Vendor and Retail Vendor Agreement, Waiver, and Release. The sole purpose of being a Vendor at *Summertime by George!* is to provide our community guests with a selection of delicious food and unique artisan, market, and retail products while making a profit for your company. Vendors may have sales brochures at their Space related to their specific product (i.e. food menus, artisan/retail/farmers market products); ancillary information about your company is prohibited. Vendors that exhibit a political, social and/or religious message will be in violation of the Agreement and may have their Space terminated.



## Selection Criteria for Middletown Market Vendors

A Selection Committee comprised of 2-3 Rotary members and the Chair of the Middletown Market review and evaluate the vendor applications 2-6 weeks after they are received based on the criteria listed below. The Committee's selections receive final approval by SBG Executive Committee.

### **Vendors that receive priority consideration if all other criteria is met include:**

- St. Cloud Rotarians or their family members.
- Locally owned and operated restaurants, caterers, nonprofit organizations, home-based businesses and artisan or boutique-type merchants from the greater St. Cloud area. (National chains, unless grandfathered in (Papa Murphy's) are not considered.
- Products, services and/or food and beverage items offered are of high quality, unique and not overly duplicated in the Market.
- Reputation and experience participating in SBG! other festivals or community events.
- Food truck or booth has a festive, attractive overall appearance as indicated by photos.
- Past rapport and good standing with SBG staff, volunteers and festival attendees.
- Vendors that participate all 12 weeks of the event and are prompt with their payment to SBG!
- Applications are properly completed and deposit or full payment is received prior to deadline.

### **FOOD VENDORS are selected based on all of the criteria listed above and the following:**

- Quality of the food and beverages offered.
- Compliance with all fire, health, business and food service codes and permit requirements.
- Proof of \$1 million insurance policy naming the St. Cloud Rotary Club as additional insured.
- Experience with serving hundreds of people in a fast, efficient and friendly manner. (Past history with SBG will be weighted heavily into the selection).
- Depending on the applications submitted and the food/beverage items offered, SBG will limit the number of food vendors (15-25) to assure that the guests have a varied menu and that the vendors do well. The selection committee avoids duplicate food offerings. There are never more than two of the same product.
- Food Vendors are required to participate all 12 weeks.

### **PLACEMENT OF VENDORS**

- Large food trucks and booths with generators and grills are placed on the perimeters.
- Many of the food vendors are repeats and are placed in the same spots each year
- SBG selection committee places the vendors in accordance with fire code and safety concerns first, consideration of traffic flow and sufficient spacing between booths.
- Vendors that participate for the entire 12-weeks generally get priority placement closest to the stage and center sidewalk.