

APPLICATION AND AGREEMENT

2022 Season | June 22 – August 24 (10 weeks) | Wednesdays 5 – 9 pm

The Rotary Club of St. Cloud (the "Rotary") is grateful to the community for embracing *Summertime by George!*. An average of 11,000 people are drawn to the concert series and festival every week!

Middle Town Market vendors invite guests to eat, shop, learn about the community and have fun! You'll find a delicious variety of freshly prepared meals, snacks, desserts and beverages.

Interested in becoming a vendor?

Please read the following information, complete the application and contract attached, and return it to:

Summertime by George!
c/o Image Builders
2611 Clearwater Road
St. Cloud, MN 56301

Note: Submission of the application is not a guarantee of participation.



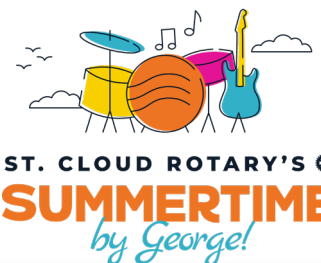
Applications received by April 1 will receive notification

of acceptance or denial by April 15. 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 and long-time vendors. In selecting vendors, the Rotary will not discriminate based on race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age or marital status.

Fill out the application form for: Food Vendor *Food Vendors must apply for the entire season.*
Read the Selection Criteria for Middle Town Market Vendors included for your convenience.

Note to Food Vendors: Once you are approved by the Summertime by George! (SBG) Committee, each food vendor, mobile food unit, food stand, etc. must ensure compliance with the City of St. Cloud Health and Inspection Department's retail food licensing requirements. Outside of the event's applications and fees, the City does require a plan review application and license application to be submitted at least 14 days prior to the first week of operating at SBG. Further licensing questions, concerns, or completed City applications may be submitted to Emily Herbst, Assistant Health Director – Emily.Herbst@ci.stcloud.mn.us or 320-650-3120.

- All items must be prepared, displayed and stored in accordance with the MN Dept. of Agriculture, the MN Dept. of Health, Stearns County Environmental Services and the City of St. Cloud Health and Licensing Dept.
- All producers of processed food items are required to adhere to all laws pertaining to the production and selling of such goods, and the products must be sold with a valid processing license and comply with all MN labeling laws.
- Sales of alcohol are prohibited at vendor booths in the Middle Town Market.
- **Permits:** All permits and licenses required are the sole responsibility of the vendor.



2022 FOOD VENDOR AGREEMENT, WAIVER AND RELEASE

Vendor Contact Person: _____ Business Name: _____
 Mailing/Business Address: _____ City, State, Zip: _____
 Phone: _____ Cell Phone: _____
 Email: _____ Website: _____
 Names(s) of employee(s) who may work for you at your booth: _____

IMPORTANT! LIST ALL YOUR MENU ITEMS: Attach a list of each specific menu item you will sell. Once approved, items cannot vary unless re-approved by the committee. If you are a first-time vendor, please provide photos of your food truck / vending unit or provide your website address.

DESCRIPTION OF VENDING UNIT

One space is 12' wide x 11' deep. Vendors need to pay for each space they occupy. Include generator, hitch, signage, etc. in your measurements.

Dimensions: Width & Length: _____

Self-contained food truck: Food trailer hitch to another vehicle (vehicle must be unhitched in the market area)
 From which side(s) can you serve? Driver Passenger Front Back All Sides
 Do you need to send a vehicle "runner" to and from a restaurant/store during the event? Yes No

Canopy Tent: (weighted down, **not** staked)

If you are vending from a tent, ARE YOU PLANNING TO USE A **GRILL?** Yes No

If you are vending from a tent, ARE YOU PLANNING TO USE A **GENERATOR?** Yes No

If yes, include Model & size: _____

INDICATE VENDOR TYPE

FOOD PREPARED ON SITE HOME-MADE PRE-PACKAGED FOOD

Food Vendor Type	On Site Food Preparation	Homemade Packaged Food	MN Sales Tax Number
Fee for Season	\$100 per week	\$50 per week	

Note: A minimum of \$300 is due upon submission of the application. Payments are due in full once you are approved. We can accept post-dated checks if necessary.

WEEKLY FEE FORMULA

$$\text{I am signing up for } \frac{\text{_____}}{\text{(space(s))}} \times \frac{\$}{\text{(fee per space)}} = \frac{\$}{\text{(your fee per week)}}$$

SEASON FEE FORMULA

$$\frac{\$}{\text{(your fee per week)}} \times \frac{10}{\text{(events per season)}} = \frac{\$}{\text{(your total fee for the season)}}$$

Using the formulas above, the fee for my space(s) for the season come to a total of: \$ _____



ST. CLOUD ROTARY'S
SUMMERTIME
by George!

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 and its subsidiary Summertime by George!, LLC (collectively referred to as 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 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 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 and Release, including: 1) all of the Rules and Responsibilities attached as Addendum A, and 2) Mission, Policy and Guiding Principles for Vendors attached as Addendum B.
- **That the Vendor has and will maintain during the Event an insurance policy for Comprehensive General Liability insurance in the combined amount of at least \$1,000,000 (per occurrence and in aggregate, and that it will name the Rotary Club of St. Cloud and its subsidiary Summertime by George!, LLC as additional insureds.**

This needs to be emailed before June 15, 2022. You will not be able to attend without this information. If we have to chase you down for this information, a \$100 fee will be assessed.

- That the Vendor has and will maintain during the Event a Workers Compensation insurance policy, as required by law. If the Vendor believes that it is not required to carry such insurance, the Vendor agrees to furnish to the Rotary's Middle Town Market Chair a written explanation of its legal exemption from such coverage requirement. **Check here if the Vendor intends to contact the Middle Town 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), videotapes(s), motion picture recording(s), voice recording(s) 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 names above to sign the Agreement, Waiver and Release, and to bind said Vendor to all 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 and its subsidiary Summertime by George!, LLC.

ROTARY CLUB

Signature: _____ Date: _____

Print Name: _____ Title: Co-Chair of the Middle Town Market at the Event

Enclosed is a check for \$ payable to the Rotary Club of St. Cloud or Summertime by George!, LLC
(\$300 deposit or total fee for the season)
and a copy of my general liability insurance, if applicable.

Note: A minimum of \$300 is due upon submission of the application. If you are not approved we will return or shred your deposit.

Send Application to:
Summertime by George!
c/o Image Builders
2611 Clearwater Road
St. Cloud, MN 56301

Questions? Email SBGMiddleTownMarket@gmail.com

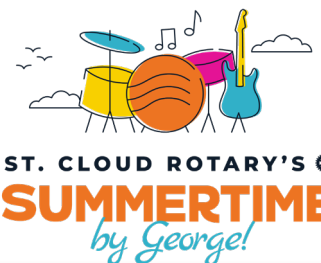
Helpful Websites for Food Vendors

State of Minnesota
<https://mn.gov/portal/>

MN Department of Agriculture
<https://www.mda.state.mn.us/>

MN Department of Health
<https://www.health.state.mn.us/>
Stearns County Environment
Services
<https://www.stearnscountymn.gov/>

City of St. Cloud for Health and
Licensing
<https://www.ci.stcloud.mn.us/>



Middle Town Market Vendor Rules and Responsibilities

Addendum A

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 always be supervised.
- 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:

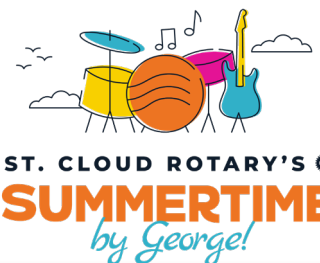
- The following activities are not allowed: faith-based proselytizing, soliciting donations (to include a donation jar), political and social campaigning, conducting surveys or raffles, asking for petition signatures or distributing sales/promotional sales materials outside of the booth space or Middle Town Market area, **and selling alcohol at Vendor booths.**

CANCELLATIONS:

- If the event is cancelled due to severe weather, Vendors will be notified 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 12' wide X 11' deep 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 Selection 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:

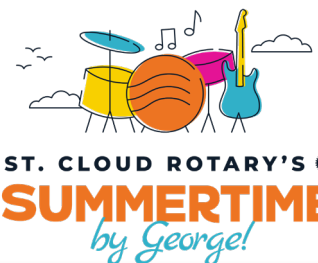
- Vendors can park **ONE vehicle that fits within a car-sized stall** in the parking lot at 9th Avenue and 6th/7th Street. A **food truck used to sell products** can be located on the park grounds. Staff will determine which, if any, vehicle can be parked on the grounds. Some food vendors may be approved to use a "runner", defined as a vehicle and driver making frequent trips to and from a store location).
- Parking passes are not used, but parking attendants will have a list of Vendors. They will be at the entrance of the main lot. They will check in Vendors and their approved vehicle.

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 all 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 can 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.

I understand, and agree to Addendum A.

Vendor Signature: _____ **Date:** _____



Mission, Policy and Guiding Principles

Addendum B

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 the 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, Non-Profit Vendor, and Retail 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.

I understand, and agree to Addendum B.

Vendor Signature: _____ **Date:** _____



SELECTION CRITERIA FOR MIDDLE TOWN MARKET VENDORS

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

Vendors that receive priority consideration if all other criteria are 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 (ex. 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 weeks of the event and are prompt with their payment to SBG.
- Applications are properly completed, and full payment is received prior to deadline.

FOOD VENDORS are selected based on all 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 Rotary Club of St. Cloud 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, COVID-19 protocols SBG will limit the number of food vendors (15-25) to assure that the guests have a varied menu and that the vendors will do well. The Vendor Selection Committee avoids duplicate food offerings. We try to avoid more than two of the same products.
- Food Vendors are required to participate all weeks.

PLACEMENT OF VENDORS

- Large food trucks and booths with generators and grills are placed on the perimeters.
- SBG Vendor Selection Committee places the vendors in accordance with fire code and safety concerns first, consideration of traffic flow and enough spacing between booths. Placement requests are not guaranteed.

