



# Middle Town Market FOOD VENDOR Application & Agreement

## 2023 Season | June 14 - August 16 (8 weeks) | Wednesdays 5 – 9 pm

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.

**TO BECOME A VENDOR**, complete the application below and read the rules and regulations attached. **NOTE:** Submission of the application is not a guarantee of participation. Someone from the Rotary will notify you by phone or email 2-4 weeks after the application is received.

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

Mailing Address: \_\_\_\_\_ City, State Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Food Vendor Business License # \_\_\_\_\_ MN Sales Tax # \_\_\_\_\_

**PUBLICITY:** First-time vendors, please provide photos of your food truck/vending unit or provide your website address. Electronic photos of your booth and/or items for sale are optional but appreciated. The Rotary reserves the right to use your photos or take photos to promote Middle Town Market and Summertime by George!

**INDICATE FOOD VENDOR TYPE:**  FOOD PREPARED ON SITE  HOMEMADE PRE-PACKAGED FOOD

**FEES:** \$100 PER WEEK/PER SPACE FOR ON-SITE FOOD PREPARATION

\$50 PER WEEK/PER SPACE FOR HOMEMADE PRE-PACKAGED FOOD

**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.

**FOOD VENDORS must apply for the entire 8-week season.**

- June 14                       June 28                       July 19                       August 9
- June 21                       July 12                       July 26                       August 16

**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 Rotary.

**SPACE ASSIGNMENTS:** One space is 12' wide x 11' deep. Vendors need to pay for each space they occupy. Assignment and placement of spaces is determined by the Rotary.

### DESCRIPTION OF VENDING UNIT:

**Width & Length** \_\_\_\_\_ **Include generator, hitch, signage, etc. in your measurements.**

**SELF-CONTAINED FOOD TRUCK:**  Food truck hitched to another vehicle. Vehicle must be unhitched in the market.

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 **Model and size?** \_\_\_\_\_

### ON SITE FOOD VENDOR:

I am signing up for \_\_\_\_\_ space(s) X \$100 = \$ \_\_\_\_\_ X **8 weeks** = \$ \_\_\_\_\_ **Total amount due with your application.**

### PRE-PACKAGED FOOD VENDOR:

I am signing up for \_\_\_\_\_ space(s) X \$50 = \$ \_\_\_\_\_ X **8 weeks** = \$ \_\_\_\_\_ **Total amount due with your application.**

Enclosed is a check for \$ \_\_\_\_\_ payable to the Rotary Club of St. Cloud or Summertime by George! LLC.

**SEND APPLICATION, PAYMENT, AND PROOF OF INSURANCE POLICY TO:**

**Summertime by George!**

c/o Express Employment Professionals

1410 West St. Germain Street | St. Cloud, MN 56301

Hours: 8 AM – 5 PM | 320-251-1038

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

**COMPLIANCE ISSUES:**

- 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 ad 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.

**INSURANCE REQUIREMENT:**

The Vendor has and will maintain during the Event an insurance policy for Comprehensive General Liability insurance in the combined amount of a least \$1,000,000 (per occurrence and in aggregate, and that the policy will name the Rotary Club of St. Cloud and its subsidiary Summertime by George!, LLC as additional insureds.

**WORKERS EMPLOYMENT REQUIREMENTS:**

It is the sole responsibility of the Vendor to comply with all local, state and federal employment requirements.

**FOOD VOUCHERS:**

The Rotary occasionally distributes food vouchers to sponsors, performers, and other guests to bring customers to the Middle Town Market food vendors. Vendors will receive the full value (100%) of the vouchers used and will be reimbursed twice during the season. Vendors must sign the backs of each voucher to assure their reimbursement. A Summertime by George volunteer will collect the vouchers at the end of the evening.

**VENDOR AGREEMENT, WAIVER AND RELEASE:**

I have read, understand, and agree to the Terms of Agreement, Waiver and Release and the Vendor Rules and Responsibilities. I have also read the Rotary’s Mission, Policy, and Guiding Principles and the Selection Criteria for Vendors.

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Questions? Email: [SBGMiddleTownMarket@gmail.com](mailto:SBGMiddleTownMarket@gmail.com)

**ROTARY SIGNATURE**

Accepted by a duly authorized representative of the Rotary Club of St. Cloud a Minnesota, nonprofit corporation, and its subsidiary Summertime by George! LLC.

**Signature:** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Title:** Co-Chair of the Middle Town Market at the Event **Date:** \_\_\_\_\_

## 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 nonprofit 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, 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 the terms of this *Vendor Agreement, Waiver and Release*, including: 1) all the *Vendor Rules and Responsibilities* and 2) *Mission, Policy, and Guiding Principles for Vendors*.
- That the Vendor will comply with all state and federal employment regulations as required by law.
- That the Rotary and the City of St. Cloud are not liable for theft, losses or damage to the Vendor's property which might occur because 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 all sales taxes and other legal obligations associated with the sale of 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), photographs(s), videotapes(s), motion picture 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 signature on the Event application is duly authorized by the vendor to sign the *Agreement, Waiver and Release*, and to bind said Vendor to all the terms herein. By the signature on the Event application, the Vendor consents and agrees to the terms of the *Agreement, Waiver and Release and the Vendor 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 detrimental to the Event, to the Rotary or to the public.

## MIDDLE TOWN MARKET VENDOR RULES AND 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 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 promotional sales materials outside of the booth or Middle Town Market area.

### 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:

- Vendors are responsible for providing tables, chairs, a weighted tent, or any other items needed for their display. Generators need to be **quiet generators**. The Rotary has the authority to remove Vendors if disturbing noise levels or noticeable fumes and/or unpleasant smells are not mitigated.
- The Rotary has the authority to move and reassign booth spaces 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> Avenue and 6<sup>th</sup>/7<sup>th</sup> Streets. A food truck used to sell products can be located on the park grounds.
- The Rotary 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.
- NO vehicle, unless approved, can park on the grounds during the Event. If approved Vendors can park **ONE** vehicle behind their booth/food truck.
- Parking passes are not used, but parking attendants at the entrance of the main lot will check in Vendors and their approved vehicle(s).

### RULES FOR SET UP/TEAR DOWN:

- **Large food trucks will set up from 2:00 - 3:15 PM.** Once the large vehicles are in place, all other Vendors with tents and smaller vehicles can set 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.**
- 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 from the area by 9:30 PM. Vendors must take home and dispose of 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 & Guiding Principles and the Selection Criteria for Middle Town Market Vendors

### MISSION:

*Summertime by George!* is a free weekly summer music festival that brings the community together for fellowship, food, and fun. *Summertime by George!* features a variety of great live music, delicious food, boutique-style merchants, handicrafts, 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 is intended for the sole purpose of informing interested community members and potential vendors *at Summertime by George!* of the Rotary's guiding principles for the Middletown Market. Rotary's goal is to provide the event's guests with a selection from the vendors of delicious food, unique artisan crafts, boutique style and home-based retail products while helping the Vendor's make a profit. Vendors may have sales brochures at their space related to their specific products (i.e.) food menus, artisan/retail/nonprofit, and food products. Ancillary information about the vendor's company is prohibited. Vendors that exhibit a political, social and/or proselytizing religious message will be in violation of the guidelines and may have their space terminated.

### SELECTION CRITERIA FOR MIDDLE TOWN MARKET VENDORS:

The Rotary reserves sole and absolute discretion in the selection of vendors for the event. However, in selecting vendors, the Rotary does not discriminate based on race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age or marital status. 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 Vendor Selection Committee recommends vendors to the Summertime by George! Executive Committee for final approval.

### 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, artisans, and boutique-type merchants from the greater St. Cloud area.
- National chains, unless grandfathered in like Papa Murphy's are not considered.
- Products, services and food and beverage items are of high quality, unique and not overly duplicated in the Market.
- Reputation and experience participating in Summertime by George! or other festivals or community events.
- Food truck or canopy has a festive, attractive overall appearance as indicated by photos.
- Past rapport and good-standing with the Rotary *and Summertime by George!* volunteers and festival attendees.
- Applications are properly completed, and full payment is received prior to the deadline.

### FOOD VENDORS ARE SELECTED BASED ON THE CRITERIA LISTED ABOVE AND THE FOLLOWING:

- 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 and the City of St. Cloud as additional insureds.
- Experience with serving hundreds of people in a fast, efficient, and friendly manner.
- History with Summertime by George! will be weighted heavily into the selection.
- The health and safety of our vendors and guests is our priority. The Rotary's COVID-19 protocols will be followed.
- The Vendor Selection Committee avoids duplicating food offerings, trying to keep no more than two of the same products.

### PLACEMENT OF VENDORS

- Large food trucks and booths with generators and grills are placed on the perimeters.
- The 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