

2020 NEW RESTAURANT APPLICATION / CONTRACT

RESTAURANT NAME: _____

GENERAL INFORMATION

Cultural Festivals (CF) management will select the 2020 Saint Louis Art Fair *Pleasures of the Palate* restaurant/caterer vendors based upon the following criteria: 1) Food Quality; 2) Diversity (**no corndogs, funnel cakes, cotton candy or other "carnival" food**); 3) Ability to successfully prepare and handle foods in an outdoor environment and 4) Food presentation.

You will be contacted immediately regarding the outcome of your application review. The basic participation fee is **\$2,500** provides selected vendors with a number of services. **\$500 of the fee is refundable** should the participating restaurant leave their booth area clean and free of damage, do not exceed the basic electrical hook-up and do not violate the stated rules of participation will have their security deposit check returned.

Booth placement is based on first-come, first-served basis. Prioritization for booth selection will be based on when we receive BOTH your completed contract and the payment of your booth fee. Booth assignments are at the sole discretion of CF. CF reserves the right to alter/change the layout of the *Pleasures of the Palate*. Vendor will be advised of same prior to the opening of the event.

Restaurant vendors may sell food products only. CF will vend all beverage concessions (e.g., bottled waters, iced tonic, beer, soda & wine, coffee, tea, liquor, smoothies, shakes, etc.) separately as a direct benefit to the festival program. Menu items will be approved as submitted. We will only accept a limited number of duplicated menu items, so please be prepared with an alternate selection in the event we have too many of the same types of items submitted.

No Restaurant Vendor may let or sublet their booth either entirely or partially, with or without charge. No Restaurant Vendor may solicit or display any corporate logo or sponsorship affiliation of any kind. Only one restaurant is allowed per booth. Booth assignments are made at the sole discretion of CF.

This application/contract is designed to help us provide the best possible service for restaurant vendors at the 2020 event. For questions, please contact **Sarah Umlauf at 314-863-0292 or sumlauf@culturalfestivals.com**.

RESTAURANT VENDOR PACKAGE

A restaurant vendor package will include the following elements:

- Booth space measuring 20' x 20'.
- Two 8-foot tables.
- On-going access to trash dumpsters and 90-gallon trash receptacles.
- Limited access to electricity (two 20-amp circuits). Those requiring electrical service in excess of the standard service provided will be charged an additional fee. The fee will be deducted from your security deposit. Consult the manufacturer's specs for your equipment to determine the exact amp rating.
- A listing in the Art Fair Program Guide, St. Louis Art Fair app, and Art Fair website (with link to your restaurant's website.)
- Two (2) menu boards displaying restaurant name, products for sale and prices.

In addition to your cash participation fee, accepted restaurants will be required to:

- Remain open the hours of the Saint Louis Art Fair (hours are subject to change):
 - Friday September 11 from 5 p.m. to 10 p.m.,
 - Saturday September 12, 11 a.m. to 10 p.m., and
 - Sunday September 13, 11 a.m. to 5 p.m.
- Provide a one-time food contribution (sampling) of food for 200 persons to be served in the SLAF VIP and/or Operation HQ. Both parties shall agree upon the food item. Failure to donate will result in forfeit of your security deposit.
- Provide all necessary equipment, food, supplies, labor, lighting booth décor; covered tables, and related materials to operate your booth. Food vendors are required to post/display a menu of food items available.
- Obtain a Clayton Fire Department permit for all on-site open fire.
- Obtain a St. Louis County Health Department Permit.
- Possess a properly charged and maintained fire-extinguishing unit (40B:C) in the booth at all times, with personnel trained in its proper operation.
- Be in full compliance with all stated Art Fair rules of participation.
- Attend Restaurant Meeting prior to Art Fair to review expectations and guidelines. Date to be determined.
- Certificate of Insurance naming CF as an additional insured.

RESTAURANT VENDOR CONTACT INFORMATION

Restaurant Name: _____ Contact Name: _____

Contact Phone: _____ Contact Cell: _____ E-mail: _____

Street Address: _____ Website: _____

City: _____ State: _____ Zip: _____

Type of Restaurant Operation (i.e. Italian, Cajun, Mexican): _____

MENU ITEMS

Please list your complete menu below. We recommend three to five items per booth. **Once your application has been submitted menu items may NOT be changed.**

Menu Items:	Price:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

PHYSICAL BOOTH NEEDS

Our restaurant will need (please check the appropriate boxes):

- ☐ Access to basic electricity (service included in your fee is for two 20-amp circuits).
- ☐ Anticipate access to additional electricity service (additional electrical service will be cosseted-out on an individual restaurant basis).
- ☐ We will plan to use propane or other non-electric grills for food preparation.
- ☐ We plan to use a grill.

PAYMENT

- ☐ **Standard Booth \$2500** *(this includes a \$500 refundable security deposit)
- ☐ **Cashier's Check or Money Order (made payable to Cultural Festivals)**
(There is a \$50 fee for returned checks)
- ☐ **Visa** or ☐ **MasterCard**

Booth Location Request: 1. _____ 2. _____ 3. _____

Card #: _____

Exp. Date: _____ CW: _____ Billing Zip Code: _____

Print Name of Cardholder: _____ Billing Address: _____

Card Holder Signature: _____

Mail application and payments to: ***Make sure you include***
Cultural Festivals
225 S. Meramec, Suite 105
St. Louis, MO 63105
Phone: 314-863-0278
Fax: 314-863-0418
www.culturalfestivals.com

- Completed application and signed contract
- Booth Fee Payment

2020 CANCELTION POLICY: Vendors have until July 1, 2020 to cancel with 100% refund. Vendors who cancel between July 2, 2020 and July 31, 2020 will receive a \$750 refund. Vendors who cancel after August 1, 2020 will not receive a refund.

RESTAURANT VENDOR TERMS AND CONDITIONS

The agreement signified by this letter is between Cultural Festivals (CF) dba Saint Louis Art Fair, a Missouri nonprofit corporation, and RESTAURANT, ("Vendor"). CF and Vendor agree as follows:

1. CF will use its best efforts to present and promote the Saint Louis Art Fair presented by Centene Charitable Foundation (the Event), which will include a national-class visual art show and sale, performances on multiple stages, an extensive children's arts education activities area, artist demonstrations, culinary arts vending and more. The festival will be promoted through an extensive advertising campaign including ads, feature coverage and other promotions on television, radio and print.
2. CF hereby grants to Vendor the right to participate as a vendor in the 2018 Saint Louis Art Fair presented by Centene Charitable Foundation, subject to the terms and conditions set forth herein, and pursuant to which Vendor agrees to fulfill its responsibilities.
3. CF reserves the right to decline food vendor applications or adjust booth assignments based upon: application guidelines and food vendor history; product equality, appropriateness or repetition; space availability and site layout considerations; booth appearance and other pertinent factors determined solely by CF.
4. The terms and conditions of the Restaurant Handbook as amended from time to time by CF, which shall be provided to Vendor prior to the Event, shall be considered a part of this contract. Vendor is responsible to review the Restaurant Handbook carefully and be familiar with the terms and conditions therein.
5. CF will use its best efforts to produce a magazine-style Program Guide for broad distribution prior to and at the Art Fair. As a participating vendor, Vendor will receive complimentary listing and recognition in the Program Guide's Pleasures of the Palate section. If Vendor desires to purchase any additional promotional space in the Program Guide, CF reserves the right to approve or disapprove any copy or images submitted by Vendor for such purpose.
6. Subject to CF's rights of prior written approval (which shall not be unreasonably withheld), Vendor will have the right during the period from two months prior to the opening of the Event until two months after the closing of the Event to indicate, in connection with the advertising and promotion of Vendor's business, that Vendor is a participating vendor at the Event and to use the Event name in connection therewith.
7. Vendor will provide CF with an appropriate Certificate of Insurance, naming CF as an additional insured pursuant to a general liability insurance policy that includes coverage for damages related to Vendor's products with a minimum coverage of \$1,000,000 by no later September 1, 2020.
8. CF will have the right to identify Vendor as a participating vendor and use Vendor's business name and trademarks to so identify Vendor in advertising and promoting the Event.
9. In the event that the Event does not take place due to any cause beyond the reasonable control of CF, this agreement will terminate, and CF's only obligation will be to return to Vendor the fee paid hereunder less any direct out-of-pocket expenses related to providing services to or on behalf of Vendor incurred by CF prior to the date of termination. CF may, if required by *force majeure* or other reasons beyond its control, postpone or shorten the Event hours. Vendor shall have no right or claim for any damages whether direct, indirect or consequential, or of any other kind, arising or alleged to arise by reason of any postponement limitation, or cancellation of the Event. CF will not be obligated to return or pay for any in-kind contribution of goods received up until the date of termination.
10. In consideration of all rights granted to Vendor as set forth herein, including participation in the Event and for association with the event, Vendor has paid a cash participation fee to CF of \$2,000.00. Vendor is entitled to retain all proceeds from the sale of its products and is responsible for the payment of all costs and expenses related thereto, including without limitation applicable personnel wages, equipment rental, product and supply costs, licenses and permits, all federal, state and local taxes.
11. A \$500 security deposit fee will be refunded to the Vendor following the Event less any costs CF may incur in dealing with and/or disposing of any excessive waste left on-site by Vendor, damages caused by Vendor or its agents or otherwise to the site or rental equipment and additional costs incurred by CF by reason of the violation by Vendor of CF's stated guidelines and policies of participation in the Event. The \$500 is not a limit on Vendor's liability for any foregoing.
12. Vendor, for itself and all of Vendor's employees and agents, agrees to conscientiously comply with the established CF culinary arts guidelines, as well as St. Louis County and City of Clayton policies and procedures (as detailed herein and in the Restaurant Application for Participation) and to adhere to all reasonable directives of CF management. Failure to comply with established CF guidelines, policies, procedures or reasonable directive may result in, among other things, immediate closure of Vendor's vending location, partial or complete loss of the security deposit, and disqualification from future participation, all without any liability to the Event.
13. CF will provide Vendor with one space that is 20' long and 20' deep. The booth will be equipped with two 8' folding tables. Booth placement is based on first come, first served. Therefore, we must receive the signed contract and the booth fee in order to reserve your booth space. Booth assignments are at the sole discretion of CF. CF reserves the right to alter/change the layout of the Pleasures of the Palate. Vendor will be advised of same prior to the opening of the Event.

RESTAURANT VENDOR TERMS AND CONDITIONS

14. CF will provide vendor with two 20-amp circuits. Vendors requiring electrical services in excess of the standard service provided will be charged for additional electric and labor. The balance due to CF will be deducted from the Vendor's security deposit. Should a vendor lose power they are to immediately contact CF staff. Do not attempt to plug in to another outlet, all outlets have been assigned for maximum wattage. The on-site electrician will come to your booth to assess the situation. Trying to reconfigure the electric yourself may result in tripping the panel and complete loss of power to the area (not just your booth). It is the vendor's responsibility to check and recheck this situation. CF is not responsible for the negligence of the Vendor, should the vendor (or his neighbor) be found tampering with the electric.
15. CF will provide two (2) menu boards for your restaurant's booth. The menu boards will include your restaurant name, menu items, and prices. They may not be altered in any way without approval of CF. Vendors who attempt to alter their sign will be asked to leave the show. If the sign must be changed after printing due to the fault of the restaurant vendor, the cost will be deducted from the security deposit. If the mistake belongs to CF, we will cover the expense.
16. Vendor shall provide a one-time food contribution – sampling of food for 200 persons to be served in the SLAF VIP and or Operation HQ. Both and or parties shall agree upon the food item. Failure to donate will result in forfeit of your security deposit.
17. Vendor agrees to set up the equipment and materials required for its booth, and to initially stock its booth with food and supplies, between 12:00 Noon and 4:00 p.m. on Friday, September 11, 2020. Vendor agrees to restock its booth as fully as possible during the time window between 7:00 a.m. and 10:00 a.m. prior to the opening of the Art Fair on Saturday and Sunday. Vendor agrees to maintain its booth and the immediate surrounding area in a neat, clean, and orderly condition throughout the Art Fair.
18. Vendor agrees to remain open throughout the established public hours of the Art Fair and to be prepared with adequate product and personnel to accommodate projected Art Fair crowds. The 2020 Art Fair hours are 5:00 p.m. to 10:00 p.m. on Friday, September 11, 11:00 a.m. to 10:00 p.m. on Saturday, September 12 and 11:00 a.m. to 5:00 p.m. on Sunday, September 13.
19. Vendor agrees not to serve beverages of any type at the Art Fair. Under no circumstance may a Vendor sell or sample any type of beverage(s). If a Vendor is found selling/sampling beverages, they will be asked to cease selling the beverages immediately. If the Vendor continues to sell beverages after they have been asked to stop, the booth will be closed immediately and banned from participation in future years.
20. Vendor agrees not to substitute menu items without prior approval of CF Executive Director. CF staff will view the Vendor booths beginning on Friday evening and will intermittently review Vendor booths throughout the weekend.
21. Vendor agrees to remove all equipment, supplies, and other materials brought by Vendor to its booth, and to properly dispose of all trash and other waste materials (grease) from its booth at the end of the festival between the hours of 5:00 p.m. and 9:00 p.m. on Sunday, September 13 (and at no other time).
22. No restaurant may let or sublet their booth either entirely or partially with or without charge. No restaurant may solicit or display any corporate logo or any sponsorship affiliation of any kind. No restaurant may disseminate coupons, flyers or brochures outside of their booth space. Any restaurant booth in violation of this policy will be immediately closed and will forfeit all fees and the right to participate in any future Saint Louis Art Fair.

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THIS APPLICATION / CONTRACT WILL SERVE AS YOUR INVOICE AND RECEIPT

I accept the terms and conditions of this contract.

I accept the terms and conditions of this contract.

Signature:

Date:

Print Name:

Title:

Signature

Date

Cultural Festivals
225 S. Meramec Avenue, Suite 105
St. Louis, MO 63105