



Food Vendor Application (2016 Butlerville Days)

THIS APPLICATION (this “*Application*”) is made effective __ ____ 2016 by the undersigned (“*Vendor*”) to the city of **COTTONWOOD HEIGHTS** (“*City*”).

Vendor applies to City for approval to sell food and/or beverage items (collectively, “*food*”) from a space (a “*space*”) provided by City during City’s “Butlerville Days” community event (the “*Event*”) scheduled for 12:00-10:00 p.m. on Saturday, 23 July 2016 at Butler Park (located behind the Cottonwood Heights Recreation Center), 7500 South 2700 East, Cottonwood Heights, UT. A “Movies in the Park” activity also is planned to occur during the evening of Friday, 22 July 2016 at the same location, as a “kick-off” to the Event (the “*Movie*”). If indicated below, Vendor also applies to City for approval to sell food from the space at the Movie (operation of spaces at the Movie is available only to Vendors who are approved for operation of spaces at the Event). Vendor may sell from either a booth (a “*booth*”) provided by Vendor, or from Vendor’s “food truck” (a “*food truck*”). In connection with this Application, Vendor acknowledges and agrees as follows:

1. **Application Approval.** Applications are subject to City approval. City reserves the right to reject any and all applications, including applications to operate a space during the Movie in addition to operating such space during the Event. City will exercise its discretion to select or reject applications to avoid redundancy of food offerings and to achieve a proper product mix that furthers City’s vision of the Movie and the Event, including a mix of booths and food trucks. There are a finite number of food spaces available, and applications for their rental will be processed in the order received. Once space is exhausted, applications will be rejected. If this Application is approved, Vendor shall comply with all of the requirements specified below. Accordingly, **please read the requirements listed below very carefully.**

Although City will endeavor to inform Vendor of the acceptance or rejection of this Application on or before Friday, 3 June 2016 at Vendor’s telephone number or email address listed below, Vendor is responsible for verifying whether or not City has approved this Application.

2. **Fee.** The rental for each designated space for the Event is \$100, plus an additional \$50 for any requested electrical service (collectively, the “*Fee*”). **There is no exception to the Fee requirement.** The entire Fee must be paid to City on or before Wednesday, 6 July 2016, in the form of one or more checks or money orders, payable to the city of “Cottonwood Heights.” **To be considered for a space, this Application must be submitted to the City at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, UT 84047 (Attn. Ann Eatchel) by 5:00 p.m. on Friday, 20 May 2016.** (City reserves the right to entertain applications submitted after such deadline to assure an appropriate selection of food for purchase by Movie and Event attendees, as determined by City). City may accept a Vendor’s application to operate a space during the Event, while also rejecting that Vendor’s application to operate a space during the Movie. Without an assigned space, Vendor will not be permitted to sell food items at the Movie and/or the Event, as applicable.

3. **Menu.** At the Movie and/or the Event, as applicable, Vendor shall be ready to prepare and sell food items in at least the quantities specified on the attached exhibit (the “*Exhibit*”). Vendor shall sell only the food items specified on the Exhibit, at the prices shown on the Exhibit. If City obtains a sponsorship from a soft-drink company, such as Coca-Cola, which requires City to limit soft drink

offerings at the Movie and/or the Event to soft drinks manufactured by such sponsor, then City will so inform Vendor by 27 May 2016. If City so acts, then Vendor may by 5:00 p.m. on 30 May 2016 withdraw in writing its application for a space; provided that if Vendor fails to so withdraw its application, then Vendor's soft drink offerings at the Movie and the Event shall conform to the requirements of such sponsorship.

4. **Standards.** The food items prepared and sold by Vendor shall be prepared in accordance with all applicable legal and food industry standards, including the requirements of the Salt Lake County Health Department (the "*Health Department*") and all applicable "safe food handling" standards. Each vendor of food items at the Movie and/or the Event, as applicable, must hold an approved space rental application, and shall operate only from vendor's booth or food truck (each, a "*Facility*") on the space assigned to such vendor. Walking through the audience to sell food items is prohibited. Beverages may not be sold or served in glass containers.

5. **Permits and Licenses.** The following permits and licenses are required:

(a) **Food Handler's Permit.** Vendor shall assure that a current food handler's permit issued by the Health Department is in effect for at least one person who must be on premises at Vendor's Facility at all times. City advises that the food handler's permit costs \$25-30 and must be obtained before applying for the temporary event permit described below. **A copy of Vendor's food handler's permit must accompany this Application.**

(b) **Temporary Event Permit.** Vendors approved to participate in the Event must obtain a temporary event permit from the Health Department for the Event. Vendors approved to participate in both the Movie and the Event must obtain a 3-day temporary event permit from the Health Department. City advises that such permit costs between \$45 and \$95 per day, and may be obtained from the Health Department between 9:00 a.m. and 4:00 p.m., Monday through Friday, at 788 East Woodoak Lane (enter from 900 East at 5400 South). **A copy of Vendor's temporary event permit must be submitted to City on or before Wednesday, 6 July 2016.**

Additional information concerning such health department permits is available through the Health Department's web site (www.slhealth.org, under the "Environmental Health" and "Food" sections).

(c) **Temporary Sales Tax License.** Vendor must obtain a temporary sales tax license from the Utah State Tax Commission, maintain appropriate records and make appropriate sales tax payments. This will be coordinated by the Event's food vendor chairperson.

The originals of Vendor's permits and licenses must be available at Vendor's Facility throughout the Movie and/or the Event, as applicable. Vendor's failure to timely provide copies or originals, as applicable, of the foregoing permits and licenses will result in revocation of any prior approval of this Application.

6. **Physical Facilities.**

(a) **Space.** For each approved application, City will provide one space of a size reasonably designated by Vendor and reasonably approved by City, with frontage of between ten and 30 feet and an average depth of 25 feet. Each vendor of food items shall operate only from that vendor's Facility located on the space assigned by City to such vendor.

(b) **Facilities.** Vendor shall provide its own food truck or booth located on the space, and shall designate below which type of Facility will be used. Facilities shall meet the following minimum requirements. Failure to meet such requirements may result in Vendor being prohibited from conducting business from the space until full compliance occurs:

(i) A roof, awning or other covering, impermeable to weather, over the entire food preparation, service, clean-up and storage area;

(ii) Two side walls (not screening) which will reduce the entry of dust and dirt, and exclude non-authorized persons;

(iii) The front service wall shall be a counter, half-wall, or table draped to the floor. The back wall may be open for employee access, or solid if desired;

(iv) The floor must be plywood laid over the grass field of the host park, with Vendor supplying the plywood flooring for its space (this requirement is waived for Vendors serving out of a food truck, cart or similar);

(v) All cooking equipment utilized at the Facility must be at least four feet from the public by roping off or other means for safety reasons, FDA/DFP Guide (Conference for Food Protections);

(vi) All open flame cooking devices must meet City's fire code requirements;

(vii) All tents, canopies, awnings and similar must be securely staked down or tied to concrete blocks or similar to prevent them from being displaced by wind; and

(viii) Each Facility must be equipped with a hand wash station. Hand wash stations in restrooms do not qualify. At minimum, there must be flowing water from a container with a handled spigot (which spigot must stay open on its own so the person who is washing his hands has both hands free for washing), a catch basin or bucket, liquid hand soap, and paper towels. **FACILITIES WITHOUT HAND WASH STATIONS WILL BE GROUNDS FOR IMMEDIATE CLOSURE.**

Only people working in a Facility will be allowed in the Facility. All others must remain in front of the Facility. Minors under age 14--including members of a Vendor's family--and animals shall be prohibited from cooking, preparation and serving areas.

(c) Power. City will provide limited power to Facilities, as requested by their Vendors, approved in order received, for a additional cost of \$50. Vendor's power requirements must be shown on the Exhibit, and may not exceed 110 volts 15 amps. If Vendor's power requirements exceed 110 volts, 15 amps, then Vendor shall provide, at Vendor's cost, a generator to power Vendor's Facility to avoid electric power failure to the Event. Vendor shall be responsible for any overloading of the Event's electrical system, to the extent caused by Vendor's use of electrical power in excess of the foregoing standard.

(d) Parking Space. City will reserve one parking space at the site of the Event for each Facility. No vehicles (other than food truck Facilities) shall be allowed to remain behind or near Facilities while they are operating.

(e) Setup and Breakdown. Each Vendor selected for a space at the Movie on 22 July 2016 shall set up its Facility between 2:00 p.m. and 4:00 p.m., and operate until 10:30 p.m., on that day. Every other Vendor shall set up its Facility between 9:00 a.m. and 11:30 a.m., and operate until 10:00 p.m., on 23 July 2016. **All setup must be completed by those deadlines.** Each Vendor shall clean up and break down its Facility and surrounding space by 12:00 a.m. on 24 July 2016. **All breakdown must be completed by that deadline.** Electrical power shall be unavailable after 11:30 p.m. on both July 22nd and July 23rd.

If a Vendor is selected for a space at the Movie on 22 July 2016, it may leave its equipment and supplies overnight in such space until 9:00 a.m. on 23 July 2016; provided, however, that leaving anything in the space shall be at Vendor's own risk, and City shall have absolutely no duty to provide on-site security, nor shall City have any liability for any theft, loss, damage, etc. occurring to Vendor's possessions.

7. **Mandatory Meeting.** If this Application is approved, then Vendor shall attend a **mandatory** meeting of all Event vendors at **6:00 p.m. on Wednesday, 6 July 2016** at the Event site (7500 South 2700 East, Cottonwood Heights, UT, behind Butler Middle School). Failure to attend such meeting may result in revocation of approval of this Application.

8. **Vendor Bucks Program.** The cash amount of the Fee required by section 2, above, will be reduced by \$50 for each Vendor who agrees to accept \$50 of "Vendor Bucks" as payment for Vendor's offerings on the same basis as cash. Vendor Bucks will be in \$5 increments and will be produced and distributed by City for use by its volunteers, prize recipients, etc. Vendor Bucks will be redeemable only at the Event on 22-23 July 2016; will have no cash value; and will be redeemable only for goods and services offered by the participating Vendors, game providers, etc. at the Event. No change or "cash back" from Vendor Bucks is allowed, meaning (among other things) that anyone using Vendor Bucks for goods and services costing less than the amount of the Vendor Bucks tendered as payment will forfeit the balance of the face value of such Vendor Bucks to the Vendor in question. No participating Vendor shall be required to, or shall, accept over \$50 of Vendor Bucks.

9. **Questions?** Contact Ann Eatchel at (801) 550-8225.

Please check here ____ if you also are applying for a space for the Movie on 22 July 2016. Spaces for the Movie are limited, and City reserves the right to deny a space for the Movie on July 22nd despite granting a space to the same Vendor for the Event on July 23rd.

Is your Facility a food truck or a booth (circle answer)? **Food Truck** **Booth**

Will you participate in the Vendor Bucks program (circle answer)? **Yes** **No**

VENDOR:

(Print Vendor's Name)

By: _____

(Authorized Signature)

Vendor's Local Address: _____

Vendor's Local Telephone Number: _____

Vendor's Email Address: _____

Exhibit to
Food Vendor Application

Vendor: _____.

Electrical Power requirements: _____
_____.

Menu:

	<u>Description of Food Item</u>	<u>Price</u>	<u>Quantity To Be Available for Sale</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

(Attach additional sheets, as necessary).