

PARTY ON THE PAVEMENT

Saturday, September 21, 2024
Food Vendor Application

FOOD VENDOR APPLICATION: A food vendor is defined as a mobile food establishment, restaurant or retailer serving or selling food and or beverages outside from portable tables, movable vehicles, push carts, trailers, etc.

WHERE: Downtown Racine, Main and Sixth Streets

WHEN: Saturday, September 21, 2024 – 12:00 – 7:00 pm

SET-UP: 8:00 am Day of Festival, Vehicles **MUST** be moved out of Festival grounds by 11:00 am on the day of the festival.

DEADLINE: All applications **must be submitted by August 23, 2024.**

VENDOR SPACE: Booth space is limited to a single 15' x 15' booth (including all wires, stakes, poles, etc.) Vendors should come prepared for all types of weather. You must secure your booth in case of inclement conditions.

ELECTRICITY: Vendors are required to provide their own source of power if needed for their food sales.

SALES: All items being sold or displayed **MUST** be contained in the booth space assigned. No items, solicitation, or setup shall take place outside the assigned booth space.

WEATHER: The Festival will not be cancelled because of rain. This is an outdoor event; be prepared for any type of weather. Tents, canopies, and pop-ups must be secured to withstand the weather.

CERTIFICATE OF INSURANCE: A current Certificate of Insurance is required for all vendors naming Downtown Racine Corporation as an additional insured. The Certificate of Insurance is required before set-up.

REQUIREMENTS: The vendor will be responsible to be open during the entire Festival. You cannot vacate early. Your booth must be neat, attractive, and well-maintained. Signage with visible and clear pricing is required. You are responsible for setting up, maintaining, and removing your own booth, your merchandise, and your trash.

DRC Contact:
Alexandra Riley
262-634-6002
ariley@racinedowntown.com

PROCEDURES

The application with the following enclosures **MUST** be completed to be considered for participation:

1. A photograph of the concession set-up and detailed description of products/items to be sold is required for vendors who have never participated at Party on the Pavement (photo may also be emailed to ariley@racinedowntown.com)
2. Detailed list of all proposed products/items sold identifying offerings and projected pricing for those offerings.
3. \$300.00 vendor fee with a completed and signed application. If the vendor fee is not paid by August 23, 2024, the vendor fee will be \$400. If you are not accepted for the festival, your check will be returned to you by September 6, 2024.
4. A refundable Damage Recovery Deposit of \$100 is **required** from all applicants along with their booth fee. This deposit will be applied to any cleanup or damage done to public property from cooking oils, vehicle fluids, etc. during the event. If your booth area is maintained and properly cleaned at the end of the event, your deposit will be refunded.
5. **Certificate of Insurance naming Downtown Racine Corporation as an additional insured.**

CONDITIONS

1. All locations will be assigned by DRC staff and POP volunteers. While written location requests will be considered, placement will be at the sole discretion of DRC staff and POP volunteers. Use of Festival space is strictly limited to assigned location.
2. Except for specified setup/load-in and breakdown/load-out times, vehicles will not be permitted in the event site. Vehicles will be removed immediately when asked to be by DRC staff and POP volunteers.
3. All signs and displays must be of a professionally produced nature. Prices of items must be displayed.
4. Food/Concessionaires are required to keep a neat, presentable booth at all times. Tables should be covered. Empty boxes and trash will not be permitted around the booth.

5. No Vendor Shall:
 - a. Sell or offer any unsanitary or spoiled food items.
 - b. Attract attention to his goods by hawking or crying out.
 - c. Transport or display food without adequate protection against contamination. Delivery trucks and other equipment used for transportation and display shall be **kept clean at all times**.
 - d. Allow any waste, garbage, or any other refuse to remain in or near his space after the closing hours of the POP Festival.
 - e. Sell any alcoholic beverages.

6. It is the sole responsibility of each exhibitor/concessionaire to obtain the applicable and appropriate state and local licenses and permits as well as payment of taxes pertaining to their operation. Please note: Food vendors will be **required** to have an inspection of their food operations by the City of Racine Health Department prior to opening on Festival Day.

City of Racine Health Department
730 Washington Avenue
Racine, WI 53403
(262) 636-9202
www.cityofracine.org

7. Food/Concessionaires are not to begin striking their display until Saturday at 7:00 p.m. Booths must remain open until event closing, even if vendor is sold out. Leaving early makes the festival look in disarray; and vendors who leave early will not be invited to participate the following year.

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Please complete and return this form along with your payment, deposit, Affirmation & Liability Release Form and Certificate of Insurance.

Business/Organization Name: _____

Contact Name: _____ **Phone:** _____

Street or P.O. Box: _____

City: _____ **State:** _____ **Zip:** _____

E-mail Address (required): _____

Nature of Good to be Sold: _____

Vendor hereby requests permission to display and sell the products listed above. Vendor understands that DRC and Party on the Pavement, reserves the right to approve any product/item a vendor may wish to sell or dispense as well as limit the number of concessions selling the same products. Vendor **may not** bring items to the festival unless previously approved. On the day of the Festival, DRC staff and POP volunteers will be monitoring compliance.

I have read and understand and will abide with Party on the Pavement 2024 general information, procedures, rates, and conditions.

By signing this application, I acknowledge that the festival is subject to various weather conditions and state and federal safety and health regulations. No refund of application fees. Booths must remain open until closing.

Applicant Signature: _____ **Date:** _____

Please Print Name: _____

The above named has read and understands the general information, procedures and conditions and seeks admission as a concessionaire.

PLEASE RETURN COMPLETED VENDOR APPLICATION AND SIGNED LIABILITY RELEASE TO ariley@racinedowntown.com

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AFFIRMATION & LIABILITY RELEASE

I, _____, hereby affirm that I have been well advised and thoroughly informed of the inherent hazards and policies of the event. I know that by participating in the 2024 Party on the Pavement Festival, I am exposing myself to certain known and unknown liabilities in my direct and indirect actions with the public and invitees of this event. I also understand that if I choose to hire help for the event, that I am directly responsible for their actions or injury. I hereby personally assume all risks associated with my voluntary participation in this event for any harm, injury or damage that may befall me or any employee or temporary help, as a result of my participation, whether foreseen or unforeseen. I understand and agree that Downtown Racine Corporation, located in Racine County in the state of Wisconsin, their members and/or directors and officers may not be held liable in any way for any occurrence in connection with my participation in the 2024 Party on the Pavement Festival that may result in injury, death, or other damages to me or my family, heirs, or assigns, and in consideration of being allowed to participate in this event, I hereby personally assume all risks in connection with said event for any harm, injury, or damage that may befall me, including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless said event and persons from any claim by me, or my family, estate, heirs, or assigns arising out of my participation in this event.

I further state that I am of lawful age and legally competent to sign this affirmation and release, or that I have acquired the written consent of my parents or guardians; that I understand the terms herein are contractual and not a mere recital; and that I have signed this document of my own free will.

It is my intention by this instrument affirmed by my signature below to exempt and release Downtown Racine Corporation, the Party on the Pavement Festival and their members, directors, and officers from all liability whatsoever for personal injury, employer's liability and workers' compensation, property damage or wrongful death arising out of or during my participation in this event.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AFFIRMATION AND RELEASE BY READING IT BEFORE I SIGN IT.

Company Name

Signature of Participant

Date

Print Name