



**Food Vendor Contract: Art on the Lake 2012**  
**Saturday, June 9 and Sunday, June 10, Excelsior Commons, Excelsior, MN**

The South Lake Excelsior Chamber of Commerce, Art on the Lake officials (hereinafter “officials” and Food Vendor (hereinafter “vendor”) do hereby agree as follows:

Vendor Name:

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Business Name if different:

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Address:

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City, State, Zip:

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Day Phone: \_\_\_\_/\_\_\_\_\_

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

Email Address: \_\_\_\_\_

**Hours and Food Items**

Vendor shall provide food service on the Excelsior Commons or Excelsior City Dock between the hours of

**10 AM and 6 PM on Saturday, June 9, and 10 AM and 4 PM on Sunday, June 10,** at the assigned location, which shall be at the sole discretion of the Officials.

**Vendor agrees to provide the following items for sale (please write legibly and describe accurately):**

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and no others. Sale of items by vendor that are NOT listed on this agreement shall empower the Officials to impose a sanction on the Vendor as deemed appropriate by the Officials.

- (a) The Officials may, at their discretion, terminate the sale of food items from the Vendor's stand on the day in question for failure to abide by instructions of the Officials.
- (b) Vendor understands that the Officials have sole control over the activities and operations of Art on the Lake at the Excelsior Commons and Excelsior City Docks from the vendor's set-up on June 8 to close of the event on June 10, 2012.
- (c) Vendor agrees to prominently display the prices of all food items for sale.

**Arrival: Unloading/loading, Parking**

Vendor agrees to arrive and set up equipment on **Friday, June 8, 2012, between 2 & 6 PM.** Permission for later arrival and set-up times must be requested in advance. Times may be assigned based on booth location.

Vendor understands that neither the Officials, its committees /volunteers, the City of Excelsior nor the South Lake-Excelsior Chamber of Commerce shall accept liability for damage done to equipment parked in the Excelsior Commons Park or Excelsior City Dock overnight.

Vendor understands that Officials will assign sites, and agrees to abide by all instructions of Officials regarding the unloading/loading of equipment and food supplies. Officials reserve the right to bar any and all motor vehicles from driving on the grounds of Excelsior Commons Park on the day of the event. Vendor agrees to park vehicles including trailers, at off-site locations to be designated by Officials. Vendor agrees to enforce employee parking to designated areas during the event. Vendors or employees who park on city streets are subject to parking tickets issued by City of Excelsior, Art on the Lake &/or the South Lake Minnetonka Police. Vendors requiring additional parking space adjacent to site will be charged \$75 for reserved parking, subject to pre-approval by the Officials and to availability.

**Vendor Equipment**

Vendor agrees that the food service will be self-contained and not require connection to outside sources of water. Officials advise that water will be available on site, but physical connect to Vendor's stand will not be provided. Generators are **not** permitted at the Excelsior Commons Park; electric power **is** available in this area. Vendor understands that they are responsible for knowing electric power and water usage needs and for providing the appropriate equipment to meet these needs.

Vendor will provide Art on the Lake Officials with an accurate description of the food booth, including physical dimensions and power requirements.

<p><b>Food Booth Size including hitches:</b>  <b>Maximum frontage (serving area): _____</b></p>
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**Maximum depth:** \_\_\_\_\_

**Power Usage in amps:** \_\_\_\_\_

**Power Input required:** \_\_\_110 \_\_\_220 to run equipment.

**Vendor is charged with the responsibility to know wattage, voltage requirements of his/her equipment and to be prepared with proper electrical plug-ins, cords, cord covers, adapters. Vendor may consult in advance with Officials if unfamiliar with facilities.**

Vendor assigned to the Excelsior City Dock area must provide his/her own generator power source. Said vendors will be informed of this location in the acceptance letter.

#### **Vendor Fee and Insurance**

Vendor agrees to pay a non-refundable fee of **\$700.00** to the South Lake-Excelsior Chamber of Commerce (SLECC) at time of application. (Checks/VISA/Mastercard/Discover accepted and will not be processed sooner than 25 days prior to event). Contracts submitted without the required fee will not be considered for acceptance. Vendor must also provide a copy of Vendor's third party and public liability insurance policy. The minimum face value must be \$100,000 per individual claim and \$300,000 per event. Vendor shall also provide to the Officials a copy of Minnesota Dept. of Health Certificate (current) or other health department license to vend. The original license must be visibly displayed in the food booth at the event, at all times.

#### **Loudspeakers**

Vendor agrees that he will not use a loud speaker or amplified music at his food service location.

#### **Fire/Health Safety/Electrical Inspections**

Vendor shall be prepared for three (3) inspections prior to or during the event by the following: Excelsior Fire District, Hennepin County Health Dept. and State of Minnesota Dept. of Labor and Industry ([www.electricity.state.mn.us](http://www.electricity.state.mn.us)). Inspections will be conducted early on the first day of the event unless otherwise noted in subsequent letters. You must be on site for the inspections. The Excelsior Fire District may fine you if you are not present for the scheduled fire inspection.

#### **Waste Removal/Damage to Grounds**

Vendor agrees to dispose of all waste in the dumpsters provided for Vendors and to pick up and police the immediate area surrounding their food vending site to the satisfaction of Officials. Vendor understands that failure to dispose of food and packaging waster properly may jeopardize admittance to subsequent events. Vendors agree to minimize driving on the grounds during set-up/teardown and to instruct all employees to refrain from driving on the park grounds.

Vendor agrees not to tear down vendor booth prior to close of event on June 10 at 4 p.m. unless authorized by Officials.

In the interests of environmental protection and integrity, Art on the Lake Officials urge Vendors to utilize resources that are biodegradable, non-toxic and/or recyclable and to be judicious in the use of water, power and other non-renewable resources.

Signed by: \_\_\_\_\_ / \_\_\_\_\_  
Vendor Date

\_\_\_\_\_  
South Lake-Excelsior Chamber Official Date

**NOTE:** Art on the Lake officials plan to accept between 15-18 food vendors for 2012. Therefore, not all applicants will be accepted. Officials will make final food vendor selections by March 31, 2012, and will return payments of those not selected.

Please return signed contract, check and a photo of your food booth by **FEBRUARY 29, 2012** to

**ART ON THE LAKE 2012**

**ATTN: Food Vendor Committee**

**P.O. Box 32**

**Excelsior, MN 55331.**