



February 10, 2011

Dear Food Vendor,

Event Management Consultants is preparing for the 2011 Roots & Rhythms festival. This year the event will take place September 9th & 10th in Lebanon's Academy Square Park.

We sincerely hope that you will join us for this year's event, which for eight years has recognized performers who have made significant contributions to American Music. This year's event will be a tribute to the contributions made by John Lennon of the Beatles.

Enclosed you will find the Food Vendor Agreement and other necessary documents for you to be able to participate with us this year. Please complete and return as soon as possible to reserve your space.

You may return by mail or drop off at:

Event Management Consultants, LLC
600 S 5th Street
Lebanon, OR 97355

We truly look forward to working with you this year. Please feel free to contact either Tim Flowerday, Festival Coordinator, 541-908-0169 should you have questions or need additional information.

Wishing you a great summer season,

A handwritten signature in black ink, appearing to read 'Tim Flowerday'.

Tim Flowerday
Festival Coordinator

Roots & Rhythms 2011 Food Vendor

Event Management Consultants

600 S. 5th Street

Lebanon, OR 97355

Entered into on this _____ day of _____, 2011
between Roots & Rhythms (hereinafter referred to as Contractor) and
Organization/Business/Individual (hereinafter referred to as
Contractee/Vendor/Exhibitor).

Contractee/Vendor/Exhibitor _____

Contact Person _____ Phone (____) _____

Street _____ Email _____

City _____ State ____ Zip _____ Web Site _____

Contractor and Contractee/Vendor/Exhibitor agree as follows: For the total fee as calculated herein,
Contractee/Vendor/Exhibitor shall provide goods and services as specified in this contract for the duration of the event,
September 9 & 10, 2011.

For the total consideration of \$150 (to accompany contract) for a 10'x10' space and 10% of gross sales (calculated from the
balance at close of each festival day), Contractee/Vendor/Exhibitor shall:

- a) **Accurately calculate booth space requirements;**
- b) **Supply Contractor with an inclusive list of goods/products/services offered by Contractee/Vendor/Exhibitor with pricing**
- c) **Supply Contractor with a detailed booth layout plan**
- d) **Include anticipated electrical needs (volts/watts). Please note that only power for lighting will be provided.**
- e) ***Provide booth with an approved fire extinguisher. Booths that cook food on site using cooking or heating devices, open flame, or electricity shall be equipped with a dry chemical fire extinguisher Type K rating. All other booths shall be equipped with a multipurpose, dry chemical fire extinguisher with a minimum rating of 2A 10BC. All propane tanks must have approved hoses and be placed at least ten feet outside cooking area.***

Contractee/Vendor/Exhibitor, Agents, and Employees of named Contractee/Vendor/Exhibitor to hold harmless Contractor, City of Lebanon, Agents, Employees, Citizen Volunteers, Sub-Contractors and all others for any malfeasance, theft or damage to said participant as a result of participation in the festival, and any and all other cause beyond their control. All Contractee/Vendor/Exhibitors are to provide their own interior and exterior lighting, and screen outside equipment and supplies from public.

Absolutely NO DRUGS OR ALCOHOL consumption permitted by Contractee/Vendor/Exhibitor, Agents or Employees during working hours. ***No early booth removal permitted at any time.*** Booths must be white or natural tones or draped in a manner to present such. Contractee/Vendor/Exhibitor will be sent a move-in schedule during the week prior to the Festival. In return, Contractor agrees to provide the above named Contractee/Vendor/Exhibitor with vending space and electrical as outlined above for fees and or commissions named herein. This contract is non transferable, terms non negotiable. Contractor reserves the right to accept or deny this contract and return fees at their discretion for products or service choices deemed not suitable to Roots & Rhythms' overall theme or deemed not qualifying as presentable. **Fees are due and payable upon submission of this contract in the form of check (all returned or nsf checks will be assessed a \$25 fee), cashier's check, or money order no later than May 6, 2011. All booths shall be occupied and open for business no later than show opening (booth hours are Friday 11:00A to 9:30P, Saturday 11:00A to 9:30P) or booth may be forfeited without refund.**

Signed _____ Signed _____
Contractor Authorized Representative Contractee/Vendor/Exhibitor Authorized Representative

FOOD VENDOR AMENDMENT; Event permits are mandatory for food booths (available from Linn County Department of Health). Food handlers permit is mandatory with at least one certified food handler in booth at all times. All cooking appliances, open flame devices, propane, or other fuel sources must comply with Lebanon Fire Marshal Standards. UL Listed ground cords only. Proof of \$300,000 (three hundred thousand dollars) Product Liability Insurance with Roots & Rhythms as additional named insured is required. This must be procured no later than June 3, 2011 or this vendor contract becomes null and void.

Agreed to this _____ day of _____, 200__

By:

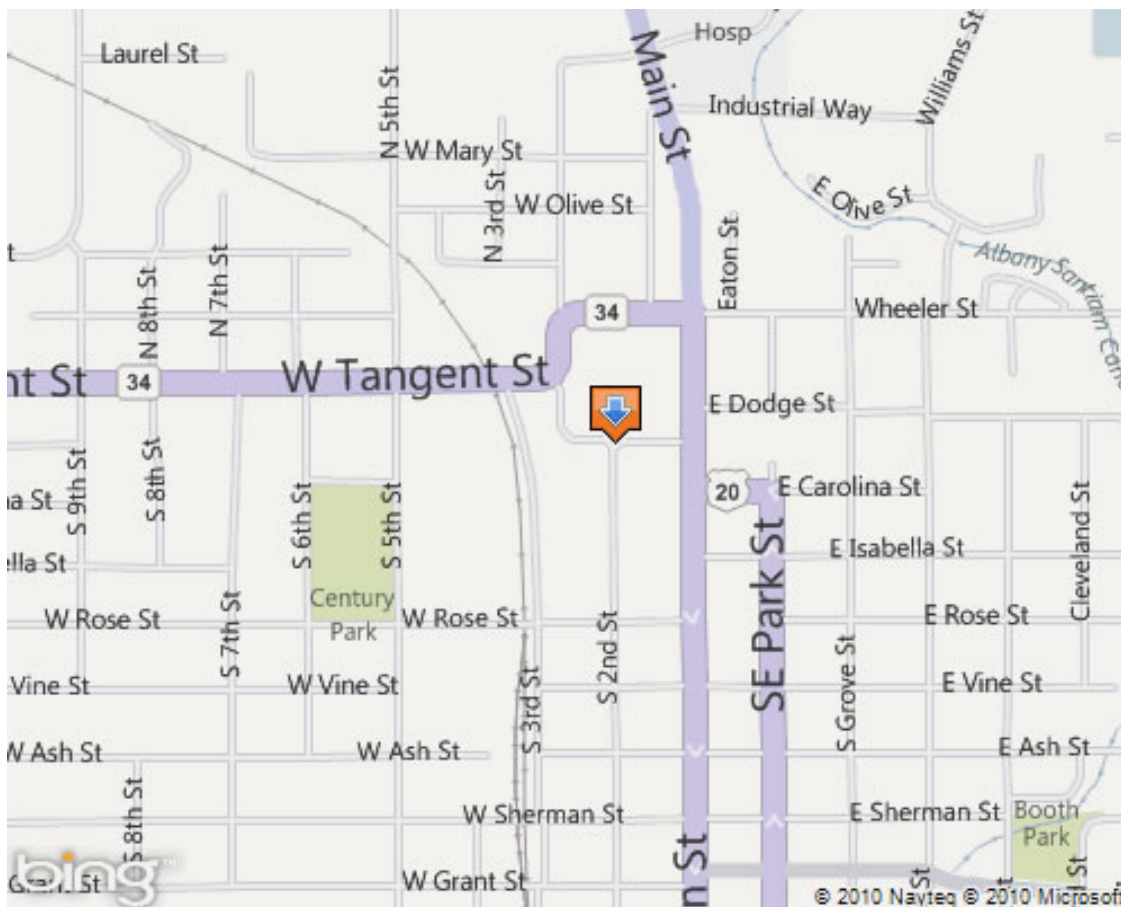
Signed _____ Signed _____

Contractor Authorized Representative

Contractee/Vendor Authorized Representative

Roots & Rhythms Vendor/Exhibitor Contract Page 2

- 1) All booths will meet the appearance standards people have come to expect at the Festival. This means tables will be covered and draped on the sides exposed to the public and boxes will be covered or stored out of sight. Signage will be in good taste and will be constrained to the assigned booth area. No sale signs are permitted.
- 2) ***All booth areas are pre-assigned; activities and materials must remain within the assigned booth area.***
- 3) All booths will operate during the designated Festival hours and as such must have personnel during the designated hours.
- 4) No alcoholic beverages are allowed in the booths. Food should be present in a discretionary manner.
- 5) Booths where personnel cause dissension, disregard Festival rules, or show uncivil or unbecoming behavior toward the public will not be invited back to the Festival.
- 6) All booths are required to provide their own tables and chairs.
- 7) Respective deadlines for jurying, insurance certificate submission, menu submission or such other deadlines as required for your respective booth must be met, or your space will be forfeited.
- 8) All deposits, once accepted, are non-refundable.
- 9) NSF checks and/or not being set up by 10 AM on Friday, September 9th, will result in forfeiture of space.
- 10) Boomboxes and other music not specifically approved by the Festival Entertainment Coordinator are not allowed.
- 11) Because we serve the public, personal appearance is important and will be jury criteria for returning booths.
- 12) Smoking is not allowed in booth areas.
- 13) All booth operators must park in designated parking areas.
- 14) All vehicles must be out of the venue 2 hours prior to opening each day. This guideline applies to activity participants as well. The only exception is load out for the Main Stage.
- 15) All booths requiring lighting must provide their own 40 watt fluorescent lamp and a 50' 14 gauge extension cord.
- 16) **All Food Booths must pay commissions in full to the Vendor Coordinator before midnight September 11th. Your booth will not be released for Load Out until commissions are paid.**



ROOTS & RHYTHMS 2011

FOOD VENDOR GUIDELINES

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BOOTH LOCATION

1. Booths will be staked and marked with the vendor's name prior to your arrival.
2. No booth exchanges without approval of Vendor Coordinator, Food & Beverage Coordinator.

LOAD-IN & LOAD-OUT

1. Load-in: Friday September 9 at 5:00 a.m.
2. Set-up must be complete by 10:00 p.m. on Friday, September 9. Inspection by the Lebanon Fire Marshall and the Linn County Health Department will be Friday before opening. The event opens to the public at 11:00 a.m. on Friday, and you will not be permitted to open until you have passed inspection. Inspections outside the scheduled time may incur overtime charges from the inspector; Roots & Rhythms (RR) will pass these overtime charges on to the vendor requiring the inspection.
3. Follow the direction of the site coordinator to the food vending location. Please unload your equipment, and move your vehicle to vendor parking in a timely manner to keep congestion at a low.
4. Please observe all traffic directions provided by RR staff and volunteers. Driving on the irrigated lawn is restricted. Vendors will be charged the actual cost of replacement for damage to the sprinkler heads or turf.
5. **Load-out:** Removal of all equipment and trash from the site on Sunday, September 11th, by Noon.

EVENT HOURS

1. Friday, September 9th 11:00 a.m. – 9:30 p.m.
2. Saturday, September 10th 11:00 a.m. – 9:30 p.m.

PAYMENT

1. The fee to participate is a \$150 booth fee (for each 10'x10' space) plus a 10% commission of the gross receipts from sales at the event. (Booth fee is non-refundable and non-transferable.)
You will be provided with daily reconciliation forms at the event. The Food & Beverage Coordinator will collect reconciliation forms each day according to the following schedule:

<u>Event date</u>	<u>Commission Report Collection</u>
Friday, September 9	At close of day (September 9)
Saturday, September 10	At close of day (September 10)

Must be paid in full before loading out.

PARKING

1. Parking is off site in the surrounding neighborhood streets. Please be aware that some streets have monitored parking times.

2. Short-term parking for 10 minutes is available in the paved parking closest to the park for additional drop off of supplies.

FOOD VENDOR WORKER PASSES

1. You will receive 4 passes for your booth employees. Passes must be displayed in order to be admitted into the event. Your passes will be distributed on Friday, September 9 during set-up.

RESTROOMS

1. There are portable restrooms and hand-washing stations near the Food Court area.

POTABLE WATER

1. Potable water is located near each booth. Vendors are responsible for their own water containers. A potable water hose will be provided.
2. Gray water can be dumped in the gray water tanks provided. Do not dump ANY gray water onto the ground; it is illegal.

RECYCLING

1. Food vendors are required to participate in our recycling effort. Vendors may NEATLY collect items behind their booths and move them to the recycling area as time permits.
2. Containers for recyclable materials are located in the parking lot.
3. RR will provide some assistance for recycling items from food vendors.
4. Please look at the following list of items that will be recycled at this year's RR:
 - ◆ Glass jars and bottles – remove lids and rinse thoroughly
 - ◆ Tin cans – remove labels, rinse thoroughly, and flatten
 - ◆ Aluminum cans – no special preparation needed
 - ◆ Corrugated cardboard – flatten (no wax boxes)
 - ◆ Plastics as designated by the recycling crew
5. Please consider reducing the amount of garbage that is generated at the event. Beverages served in aluminum cans or plastic bottles may be sold to the customer without being poured into cups.
6. Please make arrangements for disposal of grease or oil with our on-site recycling coordinator. Large amounts of grease or oil cannot be dumped in the dumpsters.

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FOOD VENDOR GUIDELINES

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GARBAGE

1. Dumpsters for use by food vendors are located in the parking lot.
2. Food vendors are responsible for moving their own garbage to the dumpsters. RR will be responsible for moving garbage from the eating areas to the dumpsters.
3. Food vendors are responsible for providing their own garbage containers for use inside their booths. Please do not use the garbage cans or totes provided for the public.

FIRE REGULATIONS

1. Food vendors are responsible for following all City of Lebanon Fire Codes.
2. All booths must be made from a material that is either flame resistant or treated with flame retardant. The materials must either be tagged flame resistant by the manufacturer or you must have proof of the application of the retardant product (i.e., have the can available for the marshall to look at).
3. *Fire extinguisher(s): each vendor is required to supply at least (1) fire extinguisher that is in accordance with the Lebanon Fire Code.*
4. *If using a wok or deep fryer, an additional Type K fire extinguisher is required.*
5. *All propane tanks must be connected by an approved hose and placed at least ten feet outside cooking enclosures.*
6. Contact the City of Lebanon Fire Prevention Office at (541) 451-1901 with questions.

SANITATION INSPECTION

1. All food vendors are responsible for adhering to all Linn County guidelines for food service.
2. The Linn County Sanitarian will inspect all booths on Friday prior to the opening of the event. They may also inspect the event periodically throughout the weekend.
3. For information about sanitation guidelines, contact (541) 967-3821.

Should you have any questions, please contact:

Tim Flowerday
Voice Mail: (541) 908-0169
Email: tim@emcllc.org

Event Management Consultants, LLC: 600 S. 5th Street * Lebanon, OR 97355
Event Management Consultants, LLC: tim@emcllc.org * (541) 908-0169