

Contract for Food Booth/Concession

A La Carte & Art - Mountain View

Saturday, May 15 & Sunday, May 16, 2010

10am to 6pm

Rain or Shine

650-964-3395

Application Deadline: First-come basis. Previous participants are given priority status.

This agreement is between the Central Business Association (CBA) and the (Vendor) for a food booth. The terms are as follows:

- 1. Event Fees:** The fee is **\$855** and includes a 10' x 10' screened booth, advertising of the event, distribution of health permits, and on-site instruction assistance.
- 2. Food Pricing:** Each Vendor will be responsible for setting the price of their food items being served. Vendors may only sell four (4) food items approved by the CBA. Vendors will collect cash from their booth and retain all proceeds. Each Vendor will be responsible for collecting, reporting and paying sales tax to the State Board of Equalization.
- 3. NO Beverage Sales:** You may NOT sell beverages of any kind (alcoholic or non-alcoholic). Any vendor selling beverages will be ineligible to participate in future events as well as pay any revenues received from the sales to CBA. The CBA reserves the right to withhold the cleaning deposit from any Vendor selling beverages.
- 4. Regulations:** Every food Vendor will be required to complete a health permit application and submit a check for \$183 (\$63 for a cart) made payable to the Santa Clara County Health Department. **You are required to have a fire extinguisher in your booth** (expiration dates will be checked by the Mtn. View Fire Marshall).
- 5. Food Preparation and Cleanliness:** All preparation will be according to Santa Clara County Health Department standards. Any Vendor who does not comply may be cited or closed down by a health department official. The CBA is not responsible for such actions and will retain all fees under these circumstances. No refunds will be made. You are responsible for providing a hand-wash area as directed by the health department.
- 6. Confirmation:** Confirmation of participation will be made to all applicants by phone or by mail. Vendors in good standing, who participated last year, will be given first consideration. No more than two (2) of the same types of food vendors (Chinese, Mexican, etc.) may be allowed to participate. Menu item duplications (kabobs, pizza, bbq chicken, etc.) will be limited to two (2) vendors only, on a first come, priority basis.
- 7. Booth Set-up & Clean-up:** Vendors may set-up their booth between 7:00–10:00 am and all Vendors must be ready for service by 10:00 am each day of the event. Vendors in F4 and F5 may set-up between 8:00-10:00am. Clean-up may not begin before the event is officially closed at 6:00pm and shall be completed within one hour. Any vendor that closes prior to 6:00pm will not be allowed to participate in future events. All equipment shall be removed from the area. CBA and associates will not be responsible for equipment left in the booth. Any vendor who leaves a booth area (inside and/or out) dirty will be subject to \$250 cleaning deposit loss. Trash cans and dumpsters will be provided during the event and **you are required to throw your garbage in the dumpsters and dispose of grey water in the provided containers.**
- 8. Security & Insurance:** Security will be provided during the hours of the event, however, the Central Business Association and all employees and agents of the foregoing entities, as well as all volunteers, shall not be liable for and shall be indemnified against all claims arising from any property loss or property damage, injury, death or damage to any person or persons (including but not limited to person or property of the Vendor, regardless of how the same may be caused or suffered. Though the same may be, any other act or omission on the part of anyone previously mentioned, it shall be the responsibility of the Vendor to be appropriately and fully insured). Proof of insurance MUST be submitted to CBA a minimum of twenty-one (21) days prior to event.
- 9. Participation Cancellation:** We realize that situations arise which may make it necessary for you to cancel. A Vendor may cancel participation up to 30 days prior to the event less \$300 for processing costs. No refunds will be made if a Vendor cancels less than 30 days prior to event.

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FOOD BOOTH APPLICATION

Complete all items. Incomplete applications will NOT be considered.

The Central Business Association reserves the right to select Vendors at their discretion.

Contact Name _____ Reseller ID# _____

Business Name _____

Address _____

City/State/Zip _____

Business Phone _____ Cell Phone _____

Cooking to be done on-site? ____ Yes ____ No

If YES, explain how and equipment to be used _____

Specify all food items to be served and the price of each:

ABSOLUTELY NO MORE THAN FOUR FOOD ITEMS MAY BE SERVED/SOLD.

1. _____ Price\$ _____ 2. _____ Price\$ _____

3. _____ Price\$ _____ 4. _____ Price\$ _____

Electricity is \$55 for both days. If needed, complete this section.

1. Usage _____ Amps _____ Volts _____

2. Usage _____ Amps _____ Volts _____

NOTE: Beverage sales are strictly prohibited. CBA is the sole sponsor of all beverage sales.

I have read the agreement, and if selected to participate, I will comply with the terms. I understand that my signature on this document does not guarantee participation. The CBA reserves the right to select all Vendors.

Vendor Signature

Date

Be sure to include THREE (3) separate checks:

1. Check for \$855 made payable to CBA for a 10'x10' booth (Add \$55 if electricity is required)

OR Check for \$380 made payable to CBA for a self-contained cart (Add \$55 if electricity is required)

2. Check for \$250 made payable to CBA for the cleaning deposit

3. Check for \$183 made payable to Department of Environmental Health (if renting a 10'x10' booth)

OR Check for \$63 made payable to Department of Environmental Health (if renting a self-contained cart)

Mail to: CBA

P.O. Box 1163

Mountain View, CA 94042

Questions? Phone: 650-964-3395