



GREAT SOUTH BAY MUSIC FESTIVAL
JULY 18, 19 & 20 2014 SHOREFRONT PARK, PATCHOGUE, NY

Dear Food Vendor,

This letter is an invitation to the Great South Bay Music Festival 2014. As in previous years the Music Festival will be held at Shorefront Park, Patchogue, NY starting Friday July 18th and ending Sunday July 20th.

Live entertainment, kid's activities, crafters, food and more will be present to ensure a fun filled exciting weekend! This year's music line up will continue to draw concert goers as producers have increased entertainment budgets to attract premium talent.

The layout shall remain the same with one centralized food court centered in the venue for maximum revenue opportunity. There will be a few select food trucks near the other stages.

Improvements for this year's event are:

1. The number of food vendors will be **decreased** from last year. Food vendor's menu will be protected against duplications.
2. Each vending space is a 20x10 booth size (Tents included). Snack Vendors/Food Trucks will have a lower rate; see below.
3. Trailers will be limited and accepted under certain terms. Any trailer over 20 ft will incur an additional charge pro-rated on the 20 foot space.
4. Vendors will have better access during the event to replenish supplies etc. Parking and load in/out procedures will also be more efficient.

It is recommended to get all your permits completed as soon as possible after acceptance, this includes department of health, fire and any other applicable town permits if necessary. Board of Health, Fire and town permitting must be executed directly with their departments.

Board of Health – Contact Suffolk County Health Dept. Amanda 631-852-5842/Cell 631-852-5999

Fire Permit – Peter Sarich 631-475-4300 option 5

This application DOES NOT guarantee acceptance to vend. Upon receiving your completed application and payment you will be contacted with an acceptance confirmation and additional information.

Approved vendors will receive a detailed email prior to the event. This email will include pricing of ice and beverages along with any other sponsorship requirements. The email will also include detailed check-in information, approved menu items with pricing, inventory control sheets, credential/parking needs and information on event meal vouchers.

Please review everything carefully.

Application deadline and payment is MAY 1st, 2014. If this deadline passes without your full payment, we will fill your location with another vendor.

We thank you for your interest.

For further information or questions contact:

erich@momsfoodservice.com

jon@momsfoodservice.com

Applicant Signature: _____

Menu and Space Request Form

Applicant Name: _____

Business Name: _____

Mailing Address: _____

Phone: _____ Email: _____

NY State Tax ID#: _____

Vendor shall be limited to 5-6 food items per 20 feet

Menu:

Proposed Menu (Use back of form for additional menu items)

*Our goal is to provide for menu protection with exclusives for each vendor, this is not guaranteed.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Space Request:

Each tent location is in a 20x10 increment and requires a \$2,000.00 flat fee. This fee will include (2) 10x10 tents, frontage, electric (20amp 110v included per 20x10 space) and water access. Additional electric requests are listed. Multiple booths are allowed. **No refunds on fees unless production cancels the event.** Vendor location is not guaranteed. **Snack Vendors** (Kettle Corn, Nuts etc.) = 10'x10' space at a rate of \$1,200. **Menu must be confirmed.** **Specialty Food Trucks** = 10' x 15' space at a rate of \$1,000. If more space is needed the rental fee will be pro rated. **Mobile Carts** (up to 5'5') = \$500 per cart.

20'x10' booth request	_____ x \$2,000.00 =	\$ _____
10' x 10' Snack Vendor Booth	_____ x \$1,200.00 =	\$ _____
10' x 15' Specialty Food Truck	_____ x \$1,000.00 =	\$ _____
5' x 5' Mobile Cart	_____ x \$500.00 =	\$ _____
Additional electrical (220v)	_____ x \$50.00 =	\$ _____
Additional electrical 20 amps 110v	_____ x \$25.00 =	\$ _____
Total Payment Due	=	\$ _____

All Payments Made To:

Mom's Food Concessionaires
P.O. Box 69
Scotch Plains, NJ 07076

**Limited trailers will be allowed. A picture of the trailer is required with this application. The size of the trailer will be prorated towards the 10x10 ft space. For example; a 20 ft trailer will be charged as 2 spaces.*

Beverages: There may be a beverage sponsor. If one is procured, beverages will be distributed and sold to you. Unbroken cases can be returned for full credit. **Vendors cannot bring in their own beverages (i.e. Coke or Pepsi).** This will result in immediate removal from the venue. Non competing beverages to the sponsor i.e. smoothies, brewed teas etc. are allowed UPON APPROVAL. Beverage sponsor TBD.

Ice: Ice will be made available and can be purchased daily on site. Ice storage units will not be provided.

Applicant Signature: _____

Concession Agreement

Privilege:

This agreement grants the concessionaire the privilege to retail sell food and beverage at the Great South Bay Music Festival 2014 at Shorefront Park, Patchogue, NY

Rents:

Concessionaire is required to pay a guarantee flat fee of \$2,000.00 per 20'x10' vending tent. Snack Vendors = \$1,200. Menu must be confirmed. Specialty Food trucks = \$1,000. **There are no refunds on collected rents.** We do not guarantee sales at your booth. The event reserves the right to change vendor locations without notice in accordance with changes that are made to the grounds.

The space listed on your confirmation is the only space allotted to you. If you need additional space at set up, you must contact a Mom's representative who will contract the additional space to you (based on availability). You will be required to pay for the space prior to the opening of the show.

Concessionaire is responsible for reporting their sales tax and is required to have all current certificate of authority to sell in New York. This certificate should be visually displayed at your booth.

Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc., Mom's Food Concessionaires LLC and all subsequent affiliations assumes NO responsibility for collecting and paying any or all state and local taxes and will not be liable for any unpaid taxes and/or fee's.

Food Booth General Rules: All vendors are strongly encouraged to use environmentally friendly, biodegradable and recycled products. Please recycle your refuse in proper receptacles.

Concessionaire is responsible for displaying all pricing, menu offerings and signage. Further, concessionaire shall maintain each space location in a clean, presentable manner adhering to all local fire codes and board of health regulations. You are responsible for your own grease removal. Onsite grease traps are not guaranteed. If you are caught dumping grease or leaving it behind you will be fined **\$300** by the event along with any local fines. Your space will be inspected before load out of any vendor.

Each concessionaire is responsible for obtaining all permits, i.e. health permit, fire permit, village permit at the concessionaires sole cost. Failure to comply will result in lost privilege to vend at GSBMF and the deposit will be forfeited.

Concessionaire will be approved prior with menu offerings and pricing. **Any alteration of approved menu and/or pricing can result in the loss of rights to vend at GSBMF**, with deposit forfeited. [See menu request form attached]

Water access is available; please provide for your own food grade approved hose and check values per board of health codes.

Electric is available and included per each 20'x10' vending booth, up to 20 amps. Special electrical needs (i.e. 3-phase 220volt) shall be requested prior to the event as dictated on the menu form and will result in an additional charge. Extension cords and lights will not be provided.

Permits:

Vendors are responsible for obtaining their own permits. Fire, health and town permit information will be made readily available upon acceptance into the festival. Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc., Mom's Food Concessionaires LLC will not be held responsible or refund any monies due to vendor's non-compliance with the inspectors and permits.

Concessionaire Staffing:

Concessionaire is solely responsible for all labor personnel. The concessionaire is responsible for the cost and proof of Workmen's Compensation as required by local and state laws.

Upon approval, concessionaire will be given a form to request credentials to allow staff access to the venue. Concessionaire is asked to maintain "responsible staff requests" per booth (i.e. 5 credentials for 1-20x10 booth is expected). Misuse of credentials will result in your removal from the festival and a charge of theft of services. You are responsible for your staff and their use of credentials.

Concessionaire is solely responsible for all staff hygiene, appearance and behavior. All staff shall be dressed/uniformed in proper attire and be presented in a sanitary manner as determined by NY/Suffolk County health code. All concessionaires are reminded that each vending booth shall maintain the current health and fire codes regulations. Each booth is for retail selling and not to be used for any other use (i.e. camping, selling crafts, etc).

GSBMF has a no drinking, no contraband, and no weapon policy for all working personnel. If these regulations are broken, your staff will be removed from the site and legal action can be brought upon you.

Products

All items sold by vendor shall be of first class quality and service. Meticulous food handling, overall cleanliness, promptness and courtesy will be expected at all times. Failure to perform under these guidelines will be grounds to cancel the immediate and/or future relationship with GSBMF and Mom's Food Concessionaires LLC.

Beverage Sponsor TBD and Ice Distribution

The event may have an exclusive beverage sponsor that vendors will be required to use. Vendors can sell certain beverages if they are pre-approved and agreed upon by Mom's Food, in writing, prior to the event. The Vendor acknowledges and understands that the event has existing relationships with a number of sponsors. Vendors may be required to purchase sponsor product through the event commissary when applicable. Unbroken cases can be returned for credit. Ice will be available for purchase.

Concessionaire can sell non-competing sponsor items (i.e. smoothies, milk shakes, teas, IF APPROVED). Concessionaire must purchase sponsored beverage items through festival. TBD

Equipment:

Concessionaire, at its sole cost, shall provide for all necessary equipment to perform selling their approved menu. All equipment shall meet all the current state and local laws for commercial vending.

All propane tanks shall meet the prevailing current state and local laws and shall be secured (i.e. chains, stakes, fire extinguishers). A, B, C, and K class extinguishers shall be on site and up to date with current inspections in each vending booth.

Festival Hours, Load-In and Load-Out:

Upon approval and all monies collected, concessionaire will be given general rules for load-in and load-out procedures, along with the expected hours of operation. The festival site is very limited for stock and personal trucks. Please plan accordingly with dollies or similar means to transport goods.

Applicant Signature: _____

Security and Liability

Great South Bay Music Festival(GSBMF) provides general grounds security throughout the entire weekend of the event but is not responsible for damage to, loss or theft of property belonging to a food vendor (referred to here as 'exhibitor'), his agent, employees, business invitees, visitors or guests. Exhibitor shall carry its own appropriate insurance. Exhibit materials should be packed away and secured each night. Exhibitor agrees to protect, save and hold Village of Patchogue, Great South Bay Music Festival (GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC. and/or any person, organization or corporation for whom Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC contracts with forever harmless for any and all damages or charges imposed for violations of any law or ordinance, whether occasioned by negligence of the exhibitors or those holding under the exhibitor.

All exhibitors shall at all times protect, indemnify, save and hold Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC. and/or any person, organization or corporation for whom Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC. contracts with foregoing harmless against and from any and all losses, costs (including attorneys' fees), damage, liability, or expense arising from or out of or by reason of any accident or business invitees, which arises from or out of or by reason of said exhibitor's occupancy and of the exhibition premises or a part thereof.

The decision of Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC shall be accepted as final in any disagreement between vendors or in the decision to remove from the show without refund any exhibitor or his/her representative performing an act or practice which, in the opinion of Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC. is objectionable. All matters not covered in this agreement are subject to the decision of Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC. If legal action must be taken, exhibitor/food vendor will incur all legal fees

Insurance:

Concessionaire shall provide for additional insured certificate, for the dates July 18th-20th, naming the following:

Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC

Certificate Holder:

J. Faith Presents
318 Wynne Lane
Port Jefferson Village, New York 11777.

Concessionaire shall meet the following insurance requirements:

- **Worker's Compensation / Employee Liability: Statutory Limit**
- **Comprehensive General Liability (Combined Single Limit per occurrence and aggregate per event): \$1,000,000**
- **Product Liability Insurance: \$2,000,000**

Binding Agreement:

Said concessionaire, agrees to all terms set forth within the concession agreement. Concessionaire agrees to pay all required deposits by **May 1st, 2014** deadline and agrees that all deposits are nonrefundable unless otherwise agreed to or if the event is cancelled.

Mom's Food Concessionaires LLC. reserves the right to decline, remove and prohibit any vendor, which is deemed in violation of above regulations and/or not in compliance with general rules of proper business conduct. This will include, dress, language, alcohol, drug, smoking, noise or lewd behavior.

It is the vendor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work or activity in the area. Vendor is prohibited to sub-contract.

By signing, this application and agreement shall serve as a binding contract of acceptance by Mom's Food Concessionaires LLC and said vendor. Vendor agrees to release Village of Patchogue, Great South Bay Music Festival(GSBMF), J Faith Presents Inc.,Mom's Food Concessionaires LLC.. from any loss or damage.

Governing Law:

This Agreement shall be enforced in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this agreement herein below:

Concessionaire:

Signature of Authorized Person: _____ Print Name: _____

Company Name: _____ Date: _____

Applicant Signature: _____