

BOISE SOUL FOOD FESTIVAL
VENDOR AGREEMENT
&
INFORMATION PACKET



Vendor Agreement:

1. The Vendor shall have access to the event location and shall show up at the designated time for the purpose of setting up their assigned booth area, supplies, signage, and equipment. The vendor is responsible for providing all necessary plates, napkins, utensils, equipment, tent, supplies, adequate staffing, and set-up and tear-down. The vendor shall have access to the location for 2 hours after the event's conclusion to dismantle and remove all things brought to the location by Vendor. Tear-down shall not commence until directed by the Boise Soul Food Festival ("BSFF"). The Vendor shall leave its assigned booth or food truck location clean and in the same condition it was before the Vendor occupied it, and with trash neatly compiled for pick-up.
2. The Vendor's booth area shall be assigned by the BSFF. The Vendor shall not exceed this area or impede other vendors' assigned areas. All Vendor advertisements, banners, and displays must be confined to the Vendor's assigned booth rental area and pre-approved by BSFF Board. The Vendor is responsible for always maintaining and securing their assigned area. Vendors must also provide adequate professional signage identifying their business name and menu. Members of the BSFF Board reserve the right to inspect the Vendor's booth area at any time.
3. This is a family-friendly event. Please dress appropriately (non-offensive or overtly political). The Vendor is responsible for ensuring their staff members are clothed and groomed in a clean, neat fashion and conduct themselves in an orderly and professional manner. No loud music, noise, or sound amplification devices shall be used by Vendor's staff during the event. No alcohol or drinking by vendors, their employees or representatives during the event.
4. The Vendor may announce and promote its participation in the BSFF via print, radio, television, and social media outlets. However, the Vendor must use the official BSFF logo and the official event name, "Boise Soul Food Festival" in these promotions, upon pre-approval.
5. The Vendor hereby agrees to defend, indemnify, and hold harmless the City of Boise and its agencies, the Boise Soul Food Festival, Boise Soul Food Festival Board members, its agents, officers, and volunteers from any claim, damage, liability, and costs (including reasonable attorney's fees and costs of defense) arising in whole or in part and in any manner from acts or failure to act, omissions, breach or default of the Vendor or its employees, agents, and volunteers.
6. The Vendor further agrees to defend, indemnify, and hold harmless the City of Boise and its agencies, the Boise Soul Food Festival, Boise Soul Food Festival Board members, its agents, officers, and volunteers from any claim or allegation that any process, equipment, goods, services, and consumables provided by the Vendor in connection with the BSFF constitute an infringement of any U.S. patent, trademark, copyright, or other proprietary rights of any third party.
7. The Boise Soul Food Festival, Boise Soul Food Festival Board members, its agents, and officers reserve the right to refuse any application for just cause.
8. Vendors agree to attend meetings or training as required by BSFF.
9. In the event of a dispute between the parties, the sole means of a resolution shall be via mediation. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any work performed hereunder, promptly

- by negotiation between executives who have authority to settle the controversy. The parties shall share equally the costs and fees of the mediator. Each party shall pay its own costs and attorneys' fees incurred in mediation or any subsequent litigation.
10. The Vendor shall maintain ALL Federal and State required professional licenses and permits and must provide a copy of each with this signed Agreement.
 11. The Vendor is responsible for its own point of sale, cash tills, and any change required to perform during the event. The Vendor is responsible for complying with all applicable state, city, and county laws and regulations, including sales and tax reporting requirements.
 12. The Vendor shall provide their own electric services (generator) during the event. The generator size and model shall not exceed 55 decibels and must be approved by the BSFF Operations Manager. If a Vendor needs internet, wi-fi, or hotspot, it is the responsibility of the Vendor to provide its own.
 13. The Vendor shall purchase and provide proof of insurance during the entirety of this Agreement.
 14. The Vendor shall email a copy of its scheduled **menu no later than May 3, 2024**, to inquiry@boisesoulfood.org for display on the BSFF website.
 15. The Vendor certifies that it is an independent contractor and is granted the personal privilege to use the assigned space at Julia Davis Park for the purpose of concession for the BSFF. Nothing contained herein shall create any relationships, contractual or otherwise, or any rights in favor of any third party.

Event:

Event: Boise Soul Food Festival

Event Date: August 10, 2024

Location: Julia Davis Park, 700 S Capitol Blvd, Boise, ID 83702

Event Time: 11:00 am to 8:00 PM MST

Vendor Fees:

Non-Refundable vendor Application fee of \$40 included in fees. Non-Profit booths are exempt from the application fee.

Food Truck - \$540

Food Booth - \$415

Food One Item - \$265

Retail Booth - \$265

Information Booth- \$165

Nonprofit Booth - \$125

A \$50 late fee for application and payments submitted after May 3, 2024.

Important Deadline:

- **May 3, 2024**, a \$50 late fee will be added to the invoice. No exceptions.

Food Booth Sizes:

- 10x20 in size (10' wide x 20' deep) - 10 feet storefront.
- Vendors will provide a mockup of booths with sizes for approval by BSFF.
- Covered Tents with adequate anchorage and fire extinguisher (2A-10BC).
- Vendors must provide their own tables and chairs.

Retail Booths:

- 10x10 in size (10' wide x 20' deep).
- Vendors will provide a mockup of booths with sizes for approval by BSFF.
- Covered Tents with adequate anchorage and fire extinguisher (2A-10BC).
- Vendors must provide their own tables and chairs.

Power:

- The Vendor shall provide their own electric services (generator) during the event.
- The generator size and model shall not exceed fifty-five (55) decibels and must be approved by the BSFF Operations Manager.
- Extension Cords:
 - Commercial grade extension cords only.
 - Limit one extension cord (and one surge protector) appliance
 - The ampacity of cord(s) must match the rated capacity of the appliance.
 - Cords must be in good condition.

ADA County CDC Licensing:

- Ada County Food Truck Licensing and inspection.,
- Copy of Business License
- Copy of CDC Certification
- Idaho Sales Tax: <https://tax.idaho.gov/i-2016.cfm>.

Insurance:

The Vendor certifies that they will have insurance during the entirety of this agreement.

- General Liability insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

If you need insurance:

Boise Soul Food Festival - Use coupon code soulfood5 for \$5 off your policy.

- ACT Insurance – Retail: <https://app.actinsurance.com/policy/buy/ai/MjcwMg==>
- Food Liability Insurance: <https://www.fliprogram.com/policy/buy/ai/MjcwMQ==>

Payment Options:



BoiseSoul FoodFestival
@BoiseSoul-FoodFestival

PayPal: Please send an email to inquiry@boisesoulfood.org to request an invoice be sent to you.

Cashier's check or money order mailed to (**postmarked by May 3, 2024**):

Boise Soul Food Festival
PO Box 45544
Boise, ID 83711

Cancellation Policy:

After May 3, 2024, no refunds of any type. The Vendor must send a cancellation notice via email to inquiry@boisesoulfood.org before May 3, 2024, to receive a refund.

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws and venue of the State of Idaho.