

FOOD VENDOR APPLICATION

WAMMfest 2020
Saturday, August 15, 2020
Craig Park, Greenwood, IN
12:00 P.M. - 9:00 P.M.



ENTRY DEADLINE: April 15, 2020

CERTIFICATE OF INSURANCE DEADLINE: May 1, 2020

This Application consists of seven (7) pages, and requires the Applicants signature in two locations. Please - review the Application thoroughly, sign it in all required places, and return all pages to the Sertoma Club of Greenwood with your space rental check in the full and proper amount. The WAMMfest Committee must review and approve each application for acceptance. Application checks will not be cashed until the applicant has been notified of their acceptance. All applicants will be responded to within 10 days of their application receipt. **For questions, email or call Callie Herrenbruck at herrenbruck.callie@gmail.com or (317) 224-9513.**

Entity Name: _____

Doing Business As Name: _____

Mailing Address, City, State, Zip: _____

Contact Person: _____ Cell Telephone: _____

Email Address: _____

Number of Spaces Desired: _____ Business Telephone: _____

<p>List Primary Food Choices to be Offered:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>	<p>Food Vendor/Food Truck Space Rental Fee: \$300.00 Payable to: The Sertoma Club of Greenwood with Application.</p> <p>Space size: 15' X 20' Food Truck size to be reviewed</p> <p>The fee is for rental of the space only. Electrical power with limited outlets will be available. Awnings, water, ice, tents, coolers, containers, cups, plates, dispensers, and any other physical equipment and paper supplies needed or desired to operate must be provided by the Vendor.</p> <p>The Sertoma Club of Greenwood does not guarantee uniformly flat surface.</p>
---	---

Set Up: Friday, August 14, 2020 from 2:00 P.M. to 8:00 P.M. and/or Saturday, August 15, 2020, from 9:00 A.M. to 10:30 A.M. Tents and equipment left overnight is at the Vendor's discretion and risk - neither the City of Greenwood nor the Sertoma Club of Greenwood will be responsible for theft or damage. **No alcohol may be stored on the premises overnight.**

NO VENDOR SHALL SELL BOTTLED WATER OR DISPENSE WATER TO ATTENDEES.

The Sertoma Club of Greenwood will have an ID Station at which adults will be provided a colored wristband. **NO FOOD VENDOR SHALL SERVE ALCOHOL FROM A SPACE APPROVED ONLY FOR THE SALE OF FOOD.**

FOOD VENDOR APPLICATION (Cont.)

Food Vendor Checklist:

- Application completed, signed, and mailed to The Sertoma Club of Greenwood, P.O. Box 286, Greenwood, IN 46142.
- Check enclosed in the amount of \$300.00 for 1 space or \$600.00 for 2 spaces
If Vendor desires 2 spaces, please indicate if the spaces are to be contiguous or separated.
- Signed and return with application enclosed Waiver and Release of Liability/Indemnification Agreement.
- If this is the first time you have applied for WAMMfest, include a photo of your tent/display at a previous event at which you participated.
- Contact the Johnson County Board of Health (317) 736-3772 regarding sales restrictions, licensing and permitting requirements, hand-washing stations, refrigeration, and food handling.
- 2 Certificates of Insurance. **One Certificate must name the Sertoma Club of Greenwood, Inc., the other must name the City of Greenwood as Additional Insureds . Certificates must be substantially in the form shown on the examples attached to this Application. Sertoma Club contact person for insurance certificates on 5th page of Application.**

EVENT RULES AND VENDOR AGREEMENTS:

- Vendors must comply with all applicable rules and regulations of the Johnson County Board of Health and the Indiana Alcohol and Tobacco Commission, including any sale restrictions, cleanliness, and licensing or permit requirements. Failure to comply with such rules and regulations may result in removal from WAMMfest by the Board of Health or the Indiana Alcohol and Tobacco Commission. No refunds will be given to any Vendor who is removed.
- Vendors must comply with all rules of the City of Greenwood and the Parks Department.
- Vendors will receive notice of acceptance to WAMMfest, which notice creates in you an obligation to appear.
- Once accepted, no entry fee will be returned to any Vendor for any reason.
- If a Vendor is not accepted, that Vendor's application fee will be returned with a notice of rejection.
- WAMMfest reserves the right to reject or eject any Vendor.
- WAMMfest is a rain or shine event. There is no rain date, and in the event of rain or other inclement weather, no Vendor shall be entitled to return of their entry/space rental fee.
- **NO VENDOR SHALL SELL BOTTLED WATER OR DISPENSE WATER TO ATTENDEES.**
- **NO FOOD VENDOR SHALL SERVE ALCOHOL FROM A SPACE APPROVED ONLY FOR THE SALE OF FOOD.**

As authorized agent of the Vendor, I agree to abide by the above terms.

VENDOR NAME: _____

Vendor Signature

FOOD VENDOR APPLICATION (Cont.)

WAIVER AND RELEASE OF LIABILITY/INDEMNIFICATION

The undersigned (“**VENDOR**”) agrees and understands that he/she/it is an independent vendor engaging in retail sales of food by Vendor and that the City of Greenwood, Indiana and/or the Greenwood Department of Parks and Recreation, and/or the Sertoma Club of Greenwood, Inc.(hereinafter “**RELEASEES**”) are furnishing only the opportunity for the undersigned, as an independent food vendor, to utilize Craig Park, in Greenwood, Indiana (“property”), on August 15, 2020, for independent food vendor purposes and is not providing responsibility, supervision or instruction. **VENDOR** agrees that for and in consideration of the use of aforementioned property for this food vendor activity and in consideration of being allowed to participate in WAMMfest, **VENDOR** does freely and voluntarily enter into this waiver and release of liability/indemnification. **VENDOR** understands and is aware of the possible damage or loss from whatever causes that may arise from the approved usage of such property for independent food vendor activities, and agrees to assume all risks in connection with the use of this property and all risks in connection with retail food vending activities. **VENDOR** for itself, himself, herself, his/her/ its officers, employees, agents, heirs, executors, administrators and assigns, forever releases, discharges, holds harmless, and waives any and all claims and causes of action of any nature or kind whatever, against the **RELEASEES**, their employees, officials, officers, members and agents, for any and all claims, liabilities, damages, costs, expenses (including attorney’s fees), demands, or causes or rights of action of whatever kind or name either in law or in equity caused by any accident or incident which may occur as a result of, or arise from, **VENDOR’S** utilization of this property for retail food vending activities. **VENDOR** agrees to indemnify, defend and hold harmless **RELEASEES**, their employees, officials, officers, members, agents and volunteers from and against any and all liabilities, claims, damages, costs, expenses (including attorney’s fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought or caused by the undersigned, its officers, employees, agents, his/her family, heirs, assigns and any other party, related to or arising from **VENDOR’S** use of property for **VENDOR’S** retail food vendor activity or related to or arising from **VENDOR’S** retail food vending activities. **VENDOR** further agrees to indemnify, defend and hold harmless **RELEASEES**, their employees, officials, officers, agents, members and volunteers from and against any and all liabilities, claims, damages, costs, expenses (including attorney’s fees), demands, actions or rights of action of whatever kind or name either in law or equity, brought by third parties related to or arising from **VENDOR’S** use of property for **VENDOR’S** retail food vendor activity or related to or arising from **VENDOR’S** retail food vending activities.

VENDOR further acknowledges that he/she/it shall inspect the facilities and/or property prior to their usage and ensure that said facilities/property is neat, clean, safe, satisfactory for his/her/its use and purposes, and in a good state of repair, and that there are no problems with the facility and/or defects with the property posing threat of injury of any kind to any volunteers, employees, agents and/or guests of the undersigned. Should **VENDOR** find that the facilities and/or property contain any problems and/or defects, he/she/it shall notify a member of the City or Parks and Recreation staff immediately and shall not permit himself/herself or any of his/her/its employees, volunteers, agents and/or guests to utilize said facilities or property until all problems and/or defects are remedied and/or eliminated.

VENDOR agrees to abide by all the rules and regulations pertaining to such activity as may be designated by **RELEASEES**, their agents or employees and the WAMMfest Steering Committee. **VENDOR** further acknowledges that he/she/it understands that there is some danger involved in his/her/its organization’s participation in this event. **VENDOR** understands the risk involved and voluntarily assumes the risk of the possibility of any danger or injury to his/her person and/or others resulting from participation in this event.

The undersigned representative hereby certifies that his/her/its food vendor organization is responsible for implementing and following all proper safety precautions to ensure the safety of his/her/its employees, volunteers, subcontractors, independent contractors, agents, guests and customers while each of the aforementioned participants is on City of Greenwood property.

VENDOR further agrees that he/she/it shall be responsible for the proper conduct of his/her/its employees, agents, or volunteers and for proper care to City of Greenwood property. **VENDOR** further agrees that he/she/it shall be solely responsible for the restoration of any City property used by him/her /it and/or his/her/its organization to its original condition should any damage occur or clean up following the event be required and that he/she/it will restore any property damage or return any property to equal or better condition if damaged by his/her/its employees, volunteers, subcontractors, guests and/or personnel.

The undersigned person signing this Agreement on behalf of **VENDOR** represents and certifies that he/she has been authorized to sign this Agreement on **VENDOR'S** behalf and that all action necessary to so authorize the undersigned has been taken.

The undersigned further acknowledges that he/she has read the foregoing, understands its terms and meaning and has made diligent inquiry concerning any questions about this document that he/she may have had.

I have read the waiver and release of liability/indemnification carefully and understand all the stated terms.

I have read this application for the 2020 WAMMfest and the accompanying information. I hereby agree that I/we will abide by all statutes, ordinances, rules, regulations and requirements. I understand that failure to do so will result in disqualification for participation as a Retail Food Sales Vendor. It is further understood that the space fees are nonrefundable and due to the Sertoma Club of Greenwood, Inc., even if my business fails to participate in the event for any reason, including voluntary or involuntary termination of vendor activities by vendor, the Sertoma Club of Greenwood, Inc., City personnel or any other government agency personnel.

Name of Vendor, Company and/or Organization

Signature of Owner/Corporation Officer

Date
(Insurance Certificate Requirements on next page)

Printed Name and Title

FOOD VENDOR APPLICATION (Cont.)

**CERTIFICATE OF INSURANCE REQUIREMENTS
ALL FOOD AND ALCOHOL WAMMFEST VENDORS
COMPLETED CERTIFICATES DEADLINE 5/31/2020**

Sample Certificate of Insurance Attached (2 separate certificates of insurance/additional insureds required)

Requirements:

- 1. Certificates of Insurance must be current dated**
- 2. Agent information should include complete address, phone and fax numbers.**
- 3. General Liability Coverage with a minimum limit of liability of \$500,000 Combined Single Limit**
- 4. Automobile Liability, Umbrella and Worker's Compensation only need to be completed if currently insured for these coverages.**
- 5. Event date must be within Effective and Expiration Dates.**
- 6. Liquor Liability – must have a minimum limit of liability of \$500,000.**
- 7. Description of Operations on each certificate MUST have the following wording:
“The _____ are listed as an Additional Insured regarding WAMMFest held at Craig Park in Greenwood, IN on August 15, 2020.” Inserted in the open space on one certificate shall be “The Sertoma Club of Greenwood, Inc.” on the other shall be inserted “City of Greenwood”.**
- 8. Two separate Certificates of Insurance are Required and MUST have the following wording in the “Certificate Holder” section of each respective certificate:**

A. Sertoma Club of Greenwood, Inc. PO Box 286 Greenwood, IN 46142	B. City of Greenwood 300 S. Madison Ave Greenwood, IN 46142
--	--
- 9. Certificates of Insurance must be signed by a licensed insurance agent.**

All completed Certificates should be emailed to Callie Herrenbruck at herrenbruck.callie@gmail.com prior to 5/1/2020. Any questions, please feel free to call (317) 224-9513.

