Agreement for Food Booth/Concession
A La Carte & Art - Mountain View

Rain or Shine
650-964-3395

May 6 & 7, 2017
10:00am to 6:00pm

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

Application Deadline: First-come basis. CBA reserves the right to select vendors and/or refuse service.

1. Event Fees:
(1) The event **fee is $875** and includes a 10' x 10' screened booth, advertising of the event, distribution of health permits, and on-site instructional assistance.

(2) The Department of Environmental Health (DEH) **fee is $186** for RC3. If your business fits into RC2, the fee is $145. If your business fits into RC1, the fee is $99. To determine, please reference the DEH website at www.sccgov.org or phone Suzanne Lew at 408-918-346.

- Each Vendor is required to complete and return the enclosed "Application to Operate a Temporary Food Facility (TFF)".
- You may submit the $186 fee and if the DEH determines a lower risk, you will be refunded, along with any refundable deposit, two weeks after event.
- DEH allows 20 minutes of inspection time per Vendor. Any additional time spent will be charged at the rate of $219/hour and/or $54.75 per 15 minute increments. Any additional fees assessed by DEH are the responsibility of the Vendor. CBA retains the right to withhold this fee from the Vendor's deposit.
- Veteran's Exemption must be submitted with a DD214, the Affidavit for Veteran's Exemption form along with 2 of the 3 following documents proving sole proprietor ownership:
  (1) Business License (2) Business Lease OR (3) CA State Board of Equalization

(3) **$250 refundable deposit.** Deposit refunds are based on the cleanliness of the space upon departure, as well as being in compliance of festival, fire, and health department guidelines. The refunds will be mailed two weeks after the event.

2. Food Pricing: Each Vendor will be responsible for setting the price of their food items being sold. Vendors may only sell four (4) food items pre-approved by the CBA. Vendors will collect monies from their booth and retain all proceeds. Each Vendor is responsible for collecting, reporting and paying sales tax to the State Board of Equalization. **Please include a copy of your valid resale license.**

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. CBA reserves the right to withhold the deposit from any Vendor selling beverages.

4. Fire Regulations: **You are required to have a current fire extinguisher in your booth**. The minimum rating is 2A:10B:C. Booths with deep fat frying or flame cooking must have an extinguisher rated for class "K" fires. Expiration dates will be checked by the Mtn. View Fire Marshall and may delay opening if invalid or missing. For more information refer to www.unidocs.org.
Only propane barbecues may be used. No charcoal. No generators of any kind.

5. Food Preparation and Cleanliness: All preparation will be according to Santa Clara County Health Department standards. This includes providing your own **warm water** hand-washing area as directed by the health department. 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. Vendors are responsible for knowing and following DEH regulations which may be found at **www.sccgov.org**. Please be certain to always have your warm water hand-washing and ware-washing stations set-up first and foremost. NOTE: Warm water hand-washing is a mandatory DEH requirement.

6. Confirmation: Confirmation of participation will be made to all applicants by phone or email. Vendors in good standing, with past participation, will be given first consideration.
No more than two (2) of the same types of food vendors (Chinese, Mexican, BBQ, etc.) may be allowed to participate. Menu item duplications (kabobs, pizza, rice bowls, etc.) will be limited to two (2) vendors only, on a first come basis. CBA reserves the right to select food menu items.

7. Booth Set-up: 7:00am–10:00am Vendors must be ready for service by 10:00am each day. Some Vendor spaces may be assigned set-up between **8:00am-10:00am**. Space assignments will be sent with acceptance letters. CBA reserves the right to select Vendor placement.

Clean-up: 6:00pm Clean-up may begin at 6:00pm and must be completed by 7:30pm. Any vendor that closes prior to 6:00pm will not be allowed to participate in future events. All equipment must be removed from the area. CBA and associates will not be responsible for items left behind. Any vendor who leaves a dirty booth area (inside and/or out) will be subject to loss of deposit.

Dumpsters are provided for vendor trash. **You are strictly required to throw your garbage in the dumpsters and dispose of grease and grey water in the provided containers.** Trash cans are for patron garbage only and not to be used by Vendors. A festival associate will be on-site at event's end for approval sign-off of your booth space. It must be left in the same, clean, condition that it was provided to you upon arrival of set-up.

8. Security & Insurance: No overnight security is provided. Any property/equipment/supplies/etc. left overnight, are done so, at the risk of the Vendor.

The Central Business Association (CBA) 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 naming The Mtn. View Central Business Association as "Additional Insured" must be submitted a minimum of fourteen (14) days prior to event. Any Vendor not providing proof of insurance will not be allowed to participate and will forfeit all fees.

9. Participation Cancellation: A Vendor may cancel participation up to 45 days prior to the event, less $200 for processing costs. No refunds will be made if a Vendor cancels less than 45 days prior to event.

10. No power is provided. Generators are not allowed. If power requirements are necessary, please call to discuss.

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FOOD BOOTH APPLICATION

Complete all items. Incomplete applications will NOT be considered.
The Central Business Association (CBA) reserves the right to select Vendors and/or refuse service.

Contact Name_____ Reseller ID#_____
(MUST INCLUDE A COPY)

Business Name_____

Address_____

City/State/Zip_____

Business Phone _____ Cell Phone_____

Cooking to be done on-site? _____Yes _____No Email_____

If YES, explain how and what type of equipment is being used_____

_____

Specify all food items to be served and the price of each item:
ABSOLUTELY NO MORE THAN FOUR FOOD ITEMS MAY BE SERVED/SOLD.

1._____ Price$_____ **2.**_____ Price$_____

3._____ Price$_____ **4.**_____ Price$_____

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

Include ONE check for $1311 made payable to CBA: (Sorry, we do not accept credit cards)

1. $875 for a 10'x10' space & booth
2. $250 for the deposit
3. $186 for DEH temporary food permit (this fee may be adjusted based on DEH risk category)

Mail ALL of the following:

1. This application page
2. DEH application -TFF (filled out completely and signed)
3. Resale License
4. Payment by check

CBA
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