

FOOD VENDOR APPLICATION

Oswego Harborfest July 25 – 28, 2019 Oswego, New York



THE PROCESS

Application to be a Food Vendor does not guarantee acceptance. Harborfest reserves the right to decline any vendor for any reason. Acceptance as a Food Vendor is dependent on the vendor providing **all** information requested on the Food Application. To facilitate siting, you are required to submit a photograph and floor/site plan of how you plan to use your site. The committee will take into consideration all products when determining the location of your site to avoid siting vendors with like products near each other. Harborfest retains the right of all final siting and menu decisions. Food Applications are due by February 13, 2019.

Complete the Preliminary Worksheet (on application) to determine approximate site/location costs. **In addition to site/location costs, etc. vendors will be charged a food vending fee based on type of food and venue.**

Acceptance as a Food Vendor is contingent upon receipt of a signed Agreement; payment of 1st installment; copy of valid 2019 NYS Sales Tax Certificate (www.tax.ny.gov or 518-485-2889); a Certificate of Liability Insurance (listing Oswego Harbor Festivals, Inc, Harbor Festivals Guild and City of Oswego as additional insured); a Certificate of Worker's Compensation Insurance Coverage; an Oswego County Health Certificate (315-349-3557); and a City of Oswego Certificate of Inspection (propane tank and/or cooking apparatus only 315-342-8105).

APPLICATION FEE: \$35 (non-refundable) to be included with the application.

PAYMENT SCHEDULE

Accepted Food Vendors will receive an Agreement and Invoice by March 13, 2019.

Payments are due in two installments: **1st Installment – April 1, 2019** **2nd Installment – June 3, 2019**

There will be a service fee of \$25 for any returned checks. Checks should be made payable to **Oswego Harbor Festivals, Inc.**

Major Credit Cards will be accepted.

FESTIVAL REGULATIONS

1. Vendors must abide by the regulations as set forth in the application. Vendors who do not display and/or sell exact list of items submitted with their application will be asked to leave. If asked to leave the festival, a Vendor will forfeit all festival fees. Harborfest will not be liable for lost profits or consequential or incidental damages including, but not limited to travel, lodging, insurance, or wages.
2. Vendors must be set up by the time their assigned venue opens each day (subject to change) and remain open until the specified closing times unless notified by Festival officials. Vendors will be provided with exact times by July 1, 2019. **No early setup will be permitted.**
3. No specific booth locations are guaranteed and prior participation in the festival does not guarantee space in the 2019 festival.
4. Booth spaces are based on 10' wide by 10' deep. If more space is required, please indicate the exact size of your booth and you will receive a booth cost based on your **actual** size.
5. Electrical capacity is limited in certain areas. Food Vendors must supply accurate wattage for their site(s). Tampering with festival electrical equipment will result in additional charges or removal from the festival. Food Vendor power source is within 100 feet of site. **Vendors must supply up to 100 feet of outdoor UL-approved cords no smaller than three-wire #12 "U" ground type.**
6. Water is provided. However, the Food Vendor is responsible to provide a minimum of 100 Ft. of "Food Grade" water hose with a "Y" gate with a backflow connection.
7. Harborfest requests vendors to provide their own tents (preferably white), tables, and chairs. However, they can be rented from Harborfest for an additional fee. Contact Vendor Coordinator for additional information.

8. Food Vendors are responsible for the security, storage and proper handling of food, and for their sites. Harborfest will maintain a limited security presence from 4 PM Thursday, July 25 until the close of the festival Sunday, July 28. Please note there will be no overnight security on Sunday night. All Food Vendors and their employees must wear personal identification.
9. All food sales will be for cash. Food Vendor will pay Harborfest in advance of the festival a rate based on location/site as well as a food vending fee based on type of food being served.
10. Food Vendor sites must be kept neat at all times. Food Vendors must have their own trash bags and trash receptacles and are required to keep trash receptacles emptied during the festival especially during peak times. Trash should be taken to closest dumpster. Grease must be disposed of in Harborfest identified grease disposal units.
11. Each year Harborfest has a series of "Official" food, drink, ice, and propane sponsors. Food Vendors will be notified of all the Harborfest officials prior to the festival. Failure to use official products and/or purchase of services from official sponsors will result in automatic removal from the festival.
12. **Vendor must provide Certificate of Insurance** naming **Oswego Harbor Festivals, Inc., Harbor Festivals Guild, and the City of Oswego** as additional insured under the following guidelines: maintain general liability insurance written on an occurrence basis for itself at the festival with combined single limit bodily injury and property damage coverage of not less than \$1,000,000. If you do not have insurance, you may purchase through Harborfest for \$90.
13. Vendors must be registered with the State of New York and are required to display "NYS Sales Tax Certificate" in booth at all times. Vendors are responsible for collection and payment of the appropriate NYS sales tax (8%). If you need a NYS Tax certificate Contact: State of New York Tax ID Information (518) 485-2889 or www.tax.ny.gov. **Vendors must provide a copy of NYS Sales Tax Certificate with their application.**
13. Harborfest is not responsible for any damage, loss of personal property, personal injury or accidents involving Vendor and his/her personnel. Vendors indemnify and agree to hold Harborfest harmless from any, and all claims, liabilities, demands, lawsuits, costs, penalties, expenses (including reasonable attorney fees) and judgments due to breach of this agreement by Vendors or their personnel.
14. Food Vendor must contact the Oswego County Health Department (315) 349-3557 to obtain an Oswego County Health Permit and the Oswego City Chamberlain (315-342-8105) for an inspection of cooking apparatus.
15. Harborfest personnel must authorize early withdrawal from the event.
16. **VENDOR'S SIGNATURE ON THIS APPLICATION INDICATES THAT (S)HE AGREES AND WILL COMPLY WITH THE TERMS AND CONDITIONS STATED HEREIN.**

CANCELLATION POLICY: If written notification is received by May 29, 2019, fees will be refunded.

APPLICATION PROCEDURE

Complete application and return to Harborfest with the following items:

- Application fee (\$35 for each application submitted)
- Photo and Floor Plan
- List of all Electrical Devices to be utilized
- Complete Menu (including prices)
- NYS Sales Tax Certificate

QUESTIONS? CONTACT US AT:

Oswego Harbor Festivals, Inc.

(315) 343-6858

(315) 343-7390 (fax) www.oswegoharborfest.com

Email: vendor@oswegoharborfest.com

**Mail Completed application with required items listed above to:
Oswego Harbor Festivals, Inc., 41 Lake Street, Oswego, NY 13126**