



Kids Zone Food Vendor October 1, 2022

11AM-7PM

The Spartanburg International Festival is held each year to celebrate Spartanburg's diverse community through food, music, hands-on activities, fun, and dance. Festival goers can come to Barnet Park for the day and take a trip around the world! Average attendance each year is over 8,000 people.

- The event is 8 hours - 11 AM - 7 PM. All food vendors will need to be set up and ready to go by approximately 10:00 am. Vendors must have a fire extinguisher and proper weights for tents.
- Vendor must be willing to take coupon payments. 80% of the coupon sales will be reimbursed no later than two weeks after the event. Cash sales are **NOT** allowed.
- The City of Spartanburg will be the sole provider of water & soda product.
- The fee to participate is **20% of gross sales**. The fee is for space only. All participants are required to bring their own setup (tent, weights, tables, etc.). Power is provided at no additional charge.
- All concessionaires must submit a current Certificate of Insurance covering the date of October 1, 2022, naming the "CITY OF SPARTANBURG" as additional insured and as certificate holder. Certificate of Insurance must include: Carrier's name, address, phone number with agent's signature, company providing coverage, insured name, address, type of insurance and policy number, effective dates and limit amounts.
- Vendors are responsible for complying with all local and state tax regulations. All concessionaires are required to pay the City's local 2% Hospitality Tax on gross proceeds from the event.

Important dates:

August 19th: Application due
September 20: Confirmation Packet mailed
October 1: International Festival

Send completed application & insurance to:

rgeter@cityofspartanburg.org or Mail To:

City of Spartanburg
ATTN: Special Events: IF22- Kids Zone
P.O. Box 1749
Spartanburg, SC 29304





Kids Zone Food Vendor
Saturday, October 1, 2022
Fee: 20% of gross sales

Booth Name: _____ Contact Name: _____

Mailing Address: _____ 'GdUW'8]a Ybg]cbg. 'SSSSSSSSSS

Contact #: _____ Email: _____

List proposed Menu items:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The City of Spartanburg is the Sole Provider of water & all soda product.

Electrical Needs: We will only supply power for the items listed. If you have any power needs or plugs out of the ordinary, please indicate that below or contact us. Each booth will be inspected to prevent circuit overload. ***NO power strips allowed!**

Electrical Equipment	Voltage	Watts	Amps

HOLD HARMLESS AGREEMENT, WORKERS COMP, LIABILITY WAIVER

The undersigned agrees that they will comply with all policies, procedures and regulations included with this application, and agree to be bound by and comply with all those documents. The undersigned understands that City of Spartanburg staff and executive volunteers are responsible for making final decisions with regard to the event operations and agrees to abide by their decisions.

The Vendor hereby agrees to indemnify and hold harmless the City of Spartanburg, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the Event or any activity associated with the conduct of the Vendor's operation, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Spartanburg acting within the scope of their employment. Further, the Vendor agrees to indemnify the City of Spartanburg and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys' fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the Vendor's use of public property or operation during the Event.

WORKERS COMP & LIABILITY WAIVER

The Vendor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the event, to waive and relinquish all work related and other liability claims that may result in any manner against the City of Spartanburg, its agents, public officers, officials or employees and authorized volunteers from said Event, except for acts caused by the wanton misconduct by employees of the City of Spartanburg acting within the scope of their employment.

AUTHORIZED SIGNATURES

I hereby attest that I am authorized to bind the Vendor and/or its employees, agents, or volunteers associated or to be associated with the Event, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects required by the City of Spartanburg, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial to participate in the Event.

The undersigned represents that this Waiver, Release and Indemnity is given in consideration for being allowed to participate in International Festival.

Signature: _____ Print Name: _____ Date: ____/____/____

INTERNATIONAL FESTIVAL POLICIES AND PROCEDURES

- All Commercial (professional) food vendors must submit a current Certificate of Insurance covering the date of October 1, 2022 naming the "CITY OF SPARTANBURG" as additional insured and as certificate holder with liability coverage of \$1,000,000.
- Food Coupons: All food sales are paid for by coupons. At the end of the festival, the City will collect the coupons from the vendors and cut a check to the vendor within two weeks after the festival. A check will be issued to the name on the W9 (please fill out attached form).
- Sale of Beverages: **Food vendors CAN NOT sell Soft Drinks or bottled water.** Vendors may sell tea, lemonade, punch, coffee, or drinks that are specific to their country (coconut juice, mango soda, etc.)
- Sale of Alcoholic Beverages: Due to liability issues, the City of Spartanburg is the only entity permitted to sell alcoholic beverages at the festival.
- International Festival is a rain or shine event. Vendors are responsible for their own booth's rain protection. If inclement weather becomes too severe, the International Festival Committee will be responsible for making the final determination of the continuance of the event.
- All professional Food & Beverage vendors are required to pay the City of Spartanburg's local 2% Hospitality Tax on gross proceeds from the event. This form will be provided to you. If as a nonprofit group you are not required to pay Sales Tax, you do NOT have to pay the Hospitality Tax.
- The City of Spartanburg does NOT require International Festival vendors to purchase a Business License (the fee you pay to participate in the festival in lieu of a Business License).
- Commercial food vendors must bring their own fire extinguisher.
- Vendors are responsible for providing all electrical cords (minimum 100 ft.) to reach power source. These cords must be rated for outdoor use.
- Participants must be ready for operation no later than 1 hour prior to festival starting time and continue in operation during all festival operating hours. **All vehicles must be out of the festival area by 9am - one hour prior to festival opening. There will be no vehicles inside festival area during festival hours.**
- International Festival provides security and police coverage. However, International Festival and the City of Spartanburg will NOT be responsible for losses of any kind, whether by fire, from theft, physical violence, elements of nature or any other cause, however originating.
- All loose trash must be disposed of properly in garbage carts provided. At the end of the day, vendors should roll the garbage cart to front of the space for pick-up. All cardboard should be broken down. International Festival provides grease and gray water disposal on site. All grease and gray water must be disposed of in these designated containers. Vendors may not leave anything in their space for another vendor to pick-up.
- The participating vendor shall comply with all laws, ordinances, rules, and regulations of any lawful authority, agency, or governmental unit which apply to the use of its vending unit requirements, including without limitation of any applicable fire and building code of the City of Spartanburg. The vendor agrees to indemnify and hold harmless International Festival, The City of Spartanburg, its officers, directors, representatives, employees and agents for any penalties, fines, costs, expenses, or damages from participating vendor's failure to comply with such law.
- The City Inspections Office & SC Health Department will conduct a safety and sanitation inspection of food vendors prior to opening of the festival. Vendors must have proper measures in place or you will not be allowed to operate.
- No one is allowed to start selling food or drinks until the official start of the festival at 11 am.