



The Elmwood Avenue Festival of the Arts  
PO Box 786 Buffalo, NY 14213  
716.830.2484  
[www.elmwoodartfest.org](http://www.elmwoodartfest.org)  
A cultural not for profit corporation

## 2010 FOOD/BEVERAGE CONCESSION APPLICATION

The Elmwood Avenue Festival of the Arts, Inc. (“**Eafa**”) and the individual/organization described in Article I, Paragraph 1 below (“**Vendor**”) agree, that subject to the terms and conditions of this Application, Vendor shall sell only the products specified and approved in Article I, paragraph 2 at The Elmwood Avenue Festival of the Arts, a festival which the Eafa coordinates, in Buffalo, New York, on August 28 and 29, 2010.

### ARTICLE I

Vendor, Products, Fees and Requirements:

1. INDIVIDUAL/

ORGANIZATION NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP: \_\_\_\_\_

TELEPHONE NO (S): (WORK) \_\_\_\_\_ (HOME/CELL) \_\_\_\_\_

EMAIL: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

2. DESCRIPTION OF PRODUCTS AND PRICES (including beverages):

Each vendor may sell up to five (5) food items. Beverage items count as food items. Each vendor may sell one beverage. Water is not permitted to be sold as the festival uses water sales as funding.

FOOD ITEM:

PRICE:

1.) \_\_\_\_\_  
\$ \_\_\_\_\_

2.) \_\_\_\_\_  
\$ \_\_\_\_\_

3.) \_\_\_\_\_  
\$ \_\_\_\_\_

4.) \_\_\_\_\_  
\$ \_\_\_\_\_

5.) \_\_\_\_\_  
\$ \_\_\_\_\_

ALTERNATE FOOD ITEMS (if above not accepted):

6.) \_\_\_\_\_  
\$ \_\_\_\_\_

7.) \_\_\_\_\_  
\$ \_\_\_\_\_

8.) \_\_\_\_\_  
\$ \_\_\_\_\_

3. Use of an open flame: \_\_\_\_\_ YES \_\_\_\_\_ NO

4. For-profit organization: \_\_\_\_\_ Non-profit organization: \_\_\_\_\_ (attach tax-exempt letter)

5. ELECTRICAL REQUIREMENTS:  
There is a flat fee of \$100 for electrical service.

Type of Appliance	Quantity	Voltage	Amps
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. List of other events (or restaurant location) in which vendor has participated:

7. VENDOR BOOTH FEE:  
All Vendor booths are a minimum of 12 feet deep. Booth fees are based on frontage. The vendor booth fee is \$70 per lineal foot with a minimum frontage of 10 feet (\$700). The maximum frontage is 20 feet.  
Decide how much frontage you need and multiply by \$70

TOTALING VENDOR BOOTH FEE:  
\_\_\_\_\_ Booth fee (minimum space 10" x 12" -\$700) this includes City permit fee.

\_\_\_\_\_ Booth electricity (\$100)

\_\_\_\_\_ Total Fee

\_\_\_\_\_ 50% deposit due May 15, 2010

\_\_\_\_\_ Remaining 50% due by July 1, 2010

There is a \$50 fee for bounced checks.

8. List three credit references that will vouch for your ability to pay (name, address, phone)
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

**ARTICLE II**

Terms and Conditions

READ CAREFULLY, FILL IN BLANKS AND INITIAL EACH ONE IN AGREEMENT:

1. \_\_\_\_\_ This Application must be completed, signed by Vendor and postmarked or hand delivered by May 15, 2010, and shall not be in effect until accepted and signed by EAFA. Notifications will be mail by EAFA to Vendor by May 22, 2010.

2. \_\_\_\_\_ If Vendor application is accepted by EAFA, Vendor agrees to remit the remaining 50% of Vendor fee \$\_\_\_\_\_ by July 1, 2010

3. \_\_\_\_\_ Late payments may be assessed a fifty-dollar processing fee.

4. \_\_\_\_\_ Vendor is responsible for supplying its own personnel, tables, chairs, equipment and signage. The EAFA reserves the right to remove any signage or other Vendor booth displays that it deems inappropriate or unsafe.

5. \_\_\_\_\_ PERMITS and FIRE DEPARTMENT REGULATIONS:

Vendor is responsible for applying for the following permits.

-Erie County Health Department permit

-City of Buffalo Propane permit

Each vendor must have a minimum 2-A 5BC fire extinguisher on site.

Failure to obtain permits may result in City, County or State authorities shutting down Vendor. EAFA is to be held harmless in such an event. No refunds will be made if Vendor fails to abide by any applicable laws or regulations.

6. MANDATORY HEALTH DEPARTMENT AND EAFA SITE MEETING:

Accepted vendor is required to attend a meeting with the EAFA and Erie County Department of Health. The meeting will be held near the festival site in the first week of August. Vendor will be notified of the time and place in the acceptance letter.

7. INSURANCE:

Vendor must carry liability insurance in the amount of \$1,000,000.00 per occurrence and submit proof on insurance to EAFA no later than July 1, 2009. The City of Buffalo and the EAFA and its Board of Directors must be listed as additionally insured.

8. SHOW HOURS:

SATURDAY AUGUST	28	10:00 AM TO 6:00 PM
SUNDAY AUGUST	29	10:00 AM TO 5:00 PM

Vendor is required to be open during the Festival hours. Vendors are required to open promptly and close promptly.

9. SITE AND SPACE ASSIGNMENT:

The Festival Cafe is located on the west side of Elmwood Avenue between the Tot Lot Park and Wilson Farms (across the street from the Blockbuster Video). Additional spaces will be assigned in other locations within the Festival. Vendor space assignments are at the sole discretion of EAFA and will be handed out at the mandatory Health Department meeting.

10. SET-UP:

Food vendor set-up is between 6:00 AM and 9:30 AM. Vehicles must exit the Festival site by 9:00AM. No vehicles will be permitted to enter the site after 9:00 AM. If you are late you may not be able to set-up.

This year, the Festival Cafe will provide a 20' x 30' tent for all our customers' enjoyment, which will be set-up Saturday morning. As such, we request that you limit the number of vehicles used during set-up and that you arrive early.

11. SALES:

Food Vendors are required to adhere to the menu submitted with the application. Food Vendors are required by New York State to collect and report sales tax.

12. VEHICLE ENTRY:

All vehicles are required to display a yellow vehicle entry/parking pass and must enter the site from Cleveland Avenue.

13. PARKING:

There will be limited Stock Truck parking on a first come first served basis. Please contact us regarding this. Your parking pass must be displayed at all times. Additional parking is available in the Nardin Academy and the Canisius High School parking lots. There is NO PARKING on Gren-Way Alley. The Buffalo Police will be towing vehicles illegally parked in the alley. Passes will be handed out at the mandatory meeting

12. SANITATION AND SAFETY:

Each Food Vendor is responsible for keeping their site clean and leaving their site clean. Failure to maintain the cleanliness of your site or to clean your assigned site, each day, and surrounding area before leaving the site at the end of the Festival will result in the revocation of your current permit and exclusion from future events. The Festival will offer composting services for all fruit, vegetable and grain scraps. (No oil, cheese or meats). Vendor is responsible for removing their own debris, waste, garbage or trash during and after the Festival as directed by EAFA Site Committee Personnel. No cardboard boxes may be placed in the trash barrels. Please break boxes down and place next to the barrels. Vendors are not permitted to dump waste in the storm sewers.

13. ELECTRIC:

Vendor requiring electrical service during the Festival must submit their electrical requirements above. If there are any unusual requirements the EAFA Site Manager will contact Vendor

All electrical cables and connections in pedestrian areas must be covered and protected securely as to maintain site safety.

13. WATER:

The EAFA will provide a common fresh water source. No UNAUTHORIZED water connections will be permitted. Vendor with special water requirements must submit their water needs to EAFA at the mandatory meeting for EAFA consideration.

14. Any vendors willing to use all compostable tableware i.e.: standard paper plates and bowls, potato starch cutlery will receive \$30 off of your booth fee. Here is the website of one distributor: <http://www.dirtworks.net/Biodegradable-Foodservice-Ware>  
Check here if willing to participate \_\_\_\_\_

15. Vendors will conduct themselves in a professional manner. Alcohol, loud music, inappropriate language, signage or displays is strictly prohibited. The removal or cessation of such is at the discretion of the EAFA.

16. Vendor agrees to indemnify and hold EAFA harmless from any and all loss or damage to EAFA, Vendor, Vendor's employees or any other person to any act or omission of Vendor.

**ARTICLE III**

Termination

EAFA reserves the absolute right to terminate this Application agreement in the event Vendor sells or attempts to sell any product or service other than those specified in Article I, paragraph 2 or breaches any of the terms and conditions contained in Article II. In the event the EAFA terminates this Agreement pursuant to this Paragraph, Vendor shall (i) immediately cease any activities at The Elmwood Avenue Festival of the Arts and remove all equipment, personnel and other property at the direction of EAFA and (ii) forfeit any fees paid to EAFA hereunder.

FOR EAFA:  
Elmwood Avenue Festival of the Arts, Inc.

FOR VENDOR:  
Business Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: Please return entire contract and retain a copy for your records.**

**Please return application to:  
Café Committee  
The Elmwood Avenue Festival of the Arts  
PO Box 786  
Buffalo, NY 14213**