

Agreement for Food Booth/Concession Harrowing Heights

Contract Year- 2019

This agreement is between Harrowing Heights and the (Vendor) for a food booth. The terms are as follows:

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

1. Yearly Fees:

(1) **The yearly fee is \$48,760** 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 \$1860** for RC3. If your business fits into RC2, the fee is \$1450. If your business fits into RC1, the fee is \$990. To determine, please reference the DEH website at www.ehinfo.org.

- Each Vendor is required to complete and return the enclosed "Application to Operate a Temporary Food Facility (TFF)".
- You may submit the \$1860 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. Harrowing Heights 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) **\$8600 refundable deposit.** Deposit refunds are based on the cleanliness of the space upon end of contract year, as well as being in compliance of park, fire, and health department guidelines. The refunds will be mailed two weeks after the calendar year.

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 Harrowing Heights. Vendors will collect monies from their booth and retain 87% of 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. Beverage Sales: You may sell beverages of any kind (alcoholic or non-alcoholic). Any vendor selling beverages will be required to pay 23% of any revenues received from the sales to Harrowing Heights.

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 Harrowing Heights safety team 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 official 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. Harrowing Heights 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.ehinfo.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 new DEH requirement.**

6. Confirmation: Confirmation of participation will be made to all applicants by phone or mail. Vendors in good standing, with continued 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. Harrowing Heights 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. Harrowing Heights reserves the right to select Vendor placement.

Clean-up: 6:00pm Clean-up may begin at 10:00pm and must be completed by 11:30pm. Any vendor that closes prior to 10:00pm will be. All equipment must be removed subject to a maximum of fine of \$3250 per night. Harrowing Heights and associates will not be responsible for daily items left behind. Any vendor who maintains 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 Harrowing Heights associate will be on-site at week'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: Overnight security is provided. Any property/equipment/supplies/etc. left overnight, are covered by the Harrowing Heights security team.

Harrowing Heights 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 Harrowing Heights as additional insured must be submitted a minimum of forty-five (45) days prior to installment. 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 90 days prior to the calendar year, less \$7500 for processing costs. No refunds will be made if a Vendor cancels less than 90 days prior to the calendar year.

10. Power is provided. Generators are not allowed. If generator requirements are necessary, please call to discuss.

Harrowing Heights- 2019

FOOD BOOTH APPLICATION

Complete all items. Incomplete applications will NOT be considered.

Harrowing Heights 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 regulated. Harrowing Heights 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. Harrowing Heights reserves the right to select all Vendors.

Vendor Signature

Date

Be sure to include a check for \$59220 made payable to Harrowing Heights: (Sorry, we do not accept credit cards)

1. \$48760 for a 10'x10' space & booth
2. \$8600 for the deposit
3. \$1860 for DEH temporary food permit

Mail the following:

1. This application page
2. DEH application -TFF
3. Resale License
4. Payment by check

Harrowing Heights
Random Island, Pacific Ocean
Phone: 650-964-3395

Email: marketing@harrowingheights.com