

On-Site Food Vendor Agreement and Registration

The award-winning Taste of the Arts festival is a family-friendly celebration of Fort Wayne's arts and cultural organizations. The festival includes all-day performances of music, dance, theatre, and buskers; a juried fine art fair; arts and crafts marketplace; hands-on, kid-friendly activities by non-profit organizations; and delicious food samples from Fort Wayne's finest restaurants. Admission to the festival is free and over 25,000 people attended in 2019.

Location

Arts Campus Fort Wayne and Promenade Park

Festival Hour

Saturday, August 28, 2021: 11am-7pm (Promenade Park Block Party will run slightly later due to scheduled performers.)

Setup Times

Saturday, August 28, 2021: Between 9am-10:30am

Deadlines

Sign up by June 30, 2021

Submit menu and proof of insurance by August 1, 2021

Cost

On-site vendors day of festival - \$250 FLAT FEE (includes 1 tent, 2 tables, and 2 chairs provided by Arts United, if needed)

What you need

Temporary Food Establishment permit for Dept. of Health - found at [this link](#) (Dept. of Health guidelines found [here](#)).

Decorations, signs, linens, napkins, plates, etc.

Hand sanitizer and running water for your servers

100ft Extension Cord (optional, depending on electrical needs)

Trash receptacles

Employees to run your booth

Certificate of insurance

Plenty of food and drinks! The idea of the festival is that attendees get a "taste" or a small portion of what your restaurant has to offer, so that they may try many different things throughout the festival.

What you do NOT need

Arts United will provide promotional postcards/posters to be placed in your restaurants in the weeks before the event.

Check In

All on-site vendors must check in with the restaurant vendor coordinators at the Information Booth in front of the Arts United Center or at Promenade Park, near the Convergence sculpture. We will show you where to set up and park for the day as well as provide you with maps of the event. You may temporarily park near your booth while setting up; however, **ALL VEHICLES MUST BE MOVED 30 MINUTES PRIOR TO THE EVENT START TIME.**

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Electricity and Use of Propane

IF YOU NEED POWER, please bring 100 ft. extension cords.

Use of electricity and propane is discouraged to allow greater flexibility with booth setup on festival grounds; however, electric 110-120 amp circuits can be provided and special locations can be made for vendors who will use propane, but Arts United must know before hand to make those accommodations. Additional circuits or higher voltage may result in additional charges. Changes made the day of the event will be at the vendor's expense. **YOU MUST INDICATE IF YOU NEED ELECTRICITY OR WILL BE USING PROPANE PRIOR TO AUGUST 1ST.** Vendor set-up depends on spacing those who need electricity and propane and those who do not. In order to avoid electrical and propane issues on the day of the festival, we must have prior knowledge of your needs.

Alcohol

Beer/wine vendors are determined based on the number of restaurant vendors participating in the festival. If you would like to be considered as an alcohol vendor, please identify that below. Vendors serving alcohol must have a separate, alcohol-only line at their booth. Patrons over 21 years of age must be carded and given a wrist band (provided by Arts United) prior to being served. All servers must hold current Indiana ATC serving permits.

Cleanup

Each vendor is responsible for cleanup and trash disposal in their own area. After the event closes, each area will be inspected by Arts United. If any area is left untidy, a \$250 cleanup fee will be deducted from that vendor's ticket sales for the day.

Release

Vendor (on its own behalf and on the behalf of its invitees, guests, employees, agents, and any other person or entity claiming by, through, or under any of them) hereby waives and releases any and all claims for losses, liabilities, damages (whether compensatory, punitive, exemplary or of any other type), injuries, property damage, wrongful death, economic loss, costs and/or expenses of any type, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, and whether know or unknown (collectively, "Losses"), against Arts United and its predecessors, affiliates, officers, directors, agents, subsidiaries, employees, successors, assigns, and insurers, (singly, "Released Party" and collectively "Released Parties"), which are caused in whole or in part by, or otherwise arise in whole or in part as a result of, any act or omission by any person or entity in connection with the Event, regardless of whether or not any of the foregoing were also caused in whole or in part by the negligence or other fault of any Released Party. The Vendor hereby irrevocably covenants not to assert, or to initiate any suit or proceeding, against any Released Party. Which is based in whole or in part upon any claim seeking to recover any Losses released hereunder.

Indemnity

Vendor will indemnify and hold harmless the Released Parties from any and all Losses incurred by any Released Party as a result of any claims or suits that Vendor, or any other person or entity whatsoever, may bring or assert against any Released Party, which are caused or are alleged to have been caused in whole or in part by, or otherwise arise or are alleged to have arisen in whole or in part as a result of, the negligence or other fault of Vendor or its employees, officers or agents, regardless of whether or not any of the foregoing were also caused or alleged to have been caused in part by the negligence or other fault of any Released Party.

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Insurance

Vendor must provide proof of liability insurance with **coverage limits not less than \$1 million**, including a certificate of insurance showing proof of liability, workers compensation, and auto liability. Proof of Insurance must be provided to Arts United **no later than three weeks prior to the event.**

Compliance with Laws and Ordinances

Vendor shall comply with all applicable state, federal, and local laws and ordinances regarding the sale and distribution of Vendor's products, and shall not use or permit the use of the Vendor's product for any illegal purposes. Vendor shall be subject to eviction from the Event if there is a violation of federal, state, or local law(s).

Indiana Law

The formation, effect, performance, and construction of this agreement shall be governed by the laws of the State of Indiana.

Entire Agreement; Changes

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral. Any changes to this Agreement must be in writing and signed by the parties hereto.

Cancellation

In the event that Arts United cancels an event for any reason, Vendor will receive a credit for 100% of the setup fee paid. In the event that Arts United postpones the event for any reason and the delegate is unable or unwilling to attend on the rescheduled date, Vendor will receive a credit for 100% of the setup fee paid. Except as specified above, no credits will be issued for cancellations. There are no refunds given under any circumstances. Arts United is not responsible for any loss or damage as a result of an alteration or cancellation/postponement of an event. Arts United shall assume no liability whatsoever if the event is cancelled, rescheduled, or postponed due to a fortuitous event, Act of God, unforeseen occurrence, or any other event that renders performance of this event impractical, illegal, or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labor strike, extreme weather, or other emergency.

Please note that while details about the event are being shared with stakeholders, circumstances beyond the control of the organizers may necessitate substitutions, alterations, or cancellations of certain details. As such, Arts United reserves the right to alter or modify details if necessary without any liability to you whatsoever. Any substitutions or alterations will be shared as they develop.

Severability

In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall be construed and enforced in accordance with the remaining provisions hereof.

On-Site Food Vendor Registration Form

Restaurant Name: _____

Contact Person: _____

Mailing Address: _____

Telephone: _____ Email: _____

Website: _____

Facebook: _____

Twitter: _____

Other (please specify): _____

VENDOR CHECKLIST

_____ \$250 Booth Fee Enclosed? *You will not be included in advertising until we receive your booth fee.*

_____ Certificate of Insurance Enclosed?

_____ Electricity Needed?

_____ USE OF PROPANE?

_____ I have my own tent

My tent is _____ feet x _____ feet

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_____ I have a food truck

My food truck is _____ feet long.

My serving window is on the _____ driver/ _____ passenger side of my vehicle

_____ My food truck is a trailer (will need to be pulled into place by a 2nd vehicle)

Other comments, questions, additional needs:

Please email or mail completed form to Carolyn Bean or Erin Tomlinson

Carolyn Bean / Erin Tomlinson

Arts United

300 E. Main Street

Fort Wayne, IN 46802

cbean@artsunited.org

etomlinson@artsunited.org

260.424.0646