



SOUNDS EXCITING! SUMMER CONCERT SERIES

Wednesdays 6/12, 6/26, 7/10, 7/17, 7/24, 7/31 (5PM-9PM)
Heritage Lakewood Belmar Park (801 S Yarrow Street, Lakewood CO 80226)

Food Vendor Application

Enjoy the City of Lakewood's signature outdoor concert series hosted at the Bonfils-Stanton Foundation Amphitheatre. Sounds Exciting offers six (6) weekly concerts featuring both national and local artists, delicious food, and the Beer Garden.

Food Vendor Requirements

Applicants are required to provide for approval a proposed menu including price points AND a picture of your setup as part of this application. Food Vendors may not sell any food or beverage item not listed on the approved menu. Food Vendors must possess a valid Retail Food Establishment License (mobile unit) or a Certificate of Approval from the Jefferson County Department of Health and Environment (temporary food vendors). For additional information, please contact Jefferson County Public Health.

Zero Waste Program

Sounds Exciting! will be a "Zero Waste Event". The City of Lakewood takes a very proactive and committed stance regarding environmentally sound practices. The purpose of the zero-waste program is to utilize compostable service ware materials and to minimize, with the goal of eliminating completely, the amount of waste generated by the event. Accordingly, all vendors **are required to use 100% certified compostable service ware**. Zero Waste Stations will be located throughout the event so that you may properly sort and dispose of your waste. Should you refuse to comply with this requirement during the event, your security deposit will be withheld and this may result in the future denial of your vendor application. Please see "Zero Waste Guidelines" for details.

Selection Process

Acceptance will be based on the following criteria: **date availability, type of cuisine, price points, and possession of applicable licenses** as determined by the City in the exercise of its sole, reasonable judgement. All vendors must follow and respect any site or sponsor agreements set by the Community Events Coordinator. To help facilitate profitability for all vendors, vendors may be asked to refrain from selling a specific item that is duplicative of an item sold by another vendor. Vendors will be notified of these items upon acceptance notification. Vendors are allowed to sell/offer only the goods/services detailed in their acceptance letter. PLEASE NOTE: this is a City of Lakewood sponsored event.

RETURN COMPLETED APPLICATIONS:

Address: 801 S Yarrow Street, Lakewood CO 80226

Email: RebGus@lakewood.org

2024 Sounds Exciting Food Vendor Application & Agreement

Contact Name _____

Business Name _____

Truck Dimensions _____

Mailing Address _____

City _____ State _____ Zip _____

Day Phone _____ Cell Phone (For event day) _____

Email _____

Date Selection

We will be featuring two food trucks per concert. Please assert your first, second and third choice in dates and cross out any dates you know you **cannot** attend:

_____ June 12 (Americana) _____ July 17 (Rhythm & Blues)

_____ June 26 (Blues/Soul) _____ July 24 (Vintage Rock n Roll)

_____ July 10 (Chicano Funk) _____ July 31 (Blues)

Required Documents

(Applications will be returned if any document is excluded)

1. Proposed Menu (including price points)
2. Signed Zero Waste Agreement
3. Proof of Insurance
4. Copy of Retail Food Establishment License **OR** Jefferson County Certificate of Approval
5. Diagram or Photo of Vendor Set-Up
6. West Metro Propane Tank Permit: Call West Metro at 303.989.4307 to determine if a permit is required

Booth Fees

Payments are to be paid by credit card over the phone by calling
Rebecca Gushen, Community Event Coordinator at 303-987-7859.

FOOD VENDOR BOOTH \$125 (Due 5/1/24)

REFUNDABLE DAMAGE DEPOSIT \$50

TERMS & CONDITIONS

_____, [Vendor Name] ("Vendor") hereby agrees, as consideration for being accepted to participate in **Sounds Exciting Concert Series**, _____ [Dates] (the "Event"), as follows: _____.

1. Vendor shall retain all revenue generated from Vendor sales.
2. Vendor shall procure and keep in force for the duration of the Event a policy of commercial general liability insurance insuring Vendor, and naming the City as an additional insured, against any liability for personal injury, bodily injury, death or property damage arising out of Vendor's participation in the Event. Coverage amounts shall be maintained at no less than One Million Dollars (\$1,000,000) each occurrence, plus an additional amount sufficient to pay related defense costs and attorney fees. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Vendor hereunder.
3. Vendor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Vendor or its employees, agents, subcontractors or other persons acting under Vendor's direction or control arising out of Vendor's participation in the Event. Vendor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Vendor or its employees, agents or subcontractors, or other persons acting under Vendor's direction or control, with respect to Vendor's participation in the Event. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall the City indemnify or hold harmless Vendor.
4. Vendor shall be provided with a twenty-foot (20') by twenty-foot (20') ground space on a natural grass, crusher fines or dirt surface. Vendors must provide their own display system including tent/canopy, if desired. Display units should be designed for outdoor use, capable of withstanding the elements, and all materials must be contained within the 20-foot-by-20-foot area. Vendors are required to provide an adequate weight system for their booths (minimum 100 lbs). The use of stakes is strictly prohibited.
5. Space assignments will be available only at check-in. All assignments are final. Vendor or Vendor's employee(s) shall remain in the assigned booth space for the duration of the Event. Vendor shall assemble its display booth by 5pm each day. Vendor vehicles will be allowed twenty (20) minutes in the designated loading/unloading area each day before the Event and after the Event.
6. Vendor shall remain open during the Event hours of 5pm to 9pm, each day. Canvassing from outside of the booth space is not permitted. No amplified music or sounds will be allowed in the Vendor booth space at any time during festival hours. Vendor is permitted one (1) service vehicle within the event footprint between the hours of 4pm and 10:00pm each day. Additional vehicles are permitted only as directed by Event staff after 9:30pm each day. Vendor is responsible for depositing trash in the provided containers each day. The use of generators is prohibited. Failure to comply with all City ordinances, site and event policies and procedures or Event staff instructions or requests may be grounds for immediate expulsion from the Event, preclusion from participation in future events and loss of Damage Deposit.
7. Vendor covenants and agrees it shall comply with all applicable federal, state and local laws, regulations and policies, including the following:
 - a. Vendor and its employees, agents and subcontractors shall, before, during and after the Event, adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Vendor upon request.
 - b. Vendor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, disability, military or veteran status, or national origin. Vendor shall take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to race, color, religion, age, sex, disability, military or veteran status, or national origin.
 - c. Vendor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. A signed, written certificate stating compliance with the ADA may be required at any time during this Agreement.
8. Vendor is responsible for reporting and submitting all sales tax (both City and State) collected during the Event. City tax will be collected in one of two ways: (i) Vendor applies for a City sales & use tax license at least thirty (30) days prior to the Event or; (ii) Vendor reports sales revenues to the City before leaving the Event grounds and will remit City tax online, via mail or in person (instructions will be provided prior to the Event).
9. Vendor grants the City permission for the use of Vendor's name and likeness related to its participation in any event conducted by the City. Vendor also grants the use of its employees' voices and any recorded or filmed/video/photographed footage of Vendor and Vendor's display, including Vendor's art. Vendor hereby waives all rights to any compensation as a result of Vendor's name or likeness being used by the City in any way.
10. Vendor assumes responsibility for any damages to the City's Heritage Lakewood Belmar Park, Event grounds, buildings, staff, volunteers, other vendors and the general public caused by Vendor or Vendor's property. Vendor understands that neither the City, including its City Council and employees, nor the sponsoring organizations or businesses bear any responsibility for any damages, theft, weather or vandalism for the duration of the Event.
11. Vendor agrees to use only 100% certified compostable service ware, flatware, containers, straws and packaging. Vendors shall not use plastic bags, disposable decorations or balloon, giveaway products offered to event patrons must be compostable or reusable. Any promotional items given away by Vendor shall not be individually wrapped (reduced packaging). Styrofoam or any kind is prohibited. Vendor agrees to flatten and segregate cardboard boxes from trash.
12. In addition to the above, the Terms and Conditions include all information contained in the Food Vendor Application. Vendor's violation of these Terms and Conditions may result in expulsion from the Event.

VENDOR Authorized Signature

Date

Printed Name & Title

Zero-Waste Agreement

The Sounds Exciting Concert Series has made significant strides towards becoming a zero-waste event. Help us achieve our goal by complying with our zero-waste policy.

Your responsibilities as a Sounds Exciting! vendor:

Not following these rules may result in a forfeiture of your Damage Deposit.

1. All service ware (i.e. flatware, containers, packaging, straws etc.) must be certified compostable or certified biodegradable. We are eliminating things that need to go in landfill, so individually wrapped condiments and food (i.e. chip bags) are not acceptable unless distributed in compostable packaging.
2. No single-use plastic or glass bottles. Aluminum cans are acceptable.
3. Non-food vendors of all types must only distribute items that are compostable or reusable. Plastic bags and individually wrapped items are not allowed; paper and waxed paper bags are a compliant substitute.
4. Please strive for reusable tabling and booth decorations. No balloons, please.
5. All vendors must properly sort their waste materials during the event using the Zero Waste Stations.
6. Please do not use the dumpsters after the event has been closed by organizers.

Please assert that you have read and agree to comply with these responsibilities:

VENDOR Authorized Signature

Date

Printed Name & Title

If you would like recommendations or guidance when preparing for the Sounds Exciting! concerts, please contact rebgus@lakewood.org or 303-987-7859.