

Big Boom Bash

Wednesday, July 4, 2018 | 5:30 p.m. – 9:30 p.m.
Weather Date: Thursday, July 5
Jeffco Stadium | 500 Kipling Street, Lakewood, CO 80226



Vendor Application (Deadline: May 31, 2018)

Celebrate the 4th of July at the City of Lakewood's new fireworks event, Big Boom Bash. The event includes live entertainment, children's activities, a beer garden, food trucks — all of which is free to the public.

FOOD VENDOR REQUIREMENTS

Food Vendor applicants are required to provide, for City of Lakewood approval, a proposed menu including price points AND a picture of your booth setup (or truck) as part of this application. Food Vendors shall 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), along with a certificate of liability insurance. For additional information, please contact Jefferson County Public Health.

SELECTION PROCESS

Up to ten (10) food vendors will be accepted into the event. Acceptance will be based on the following criteria: **theme activation, type of cuisine, price points and possession of applicable licenses**, as determined by the City in the exercise of its sole, reasonable judgment. All vendors must follow and respect any site or sponsor agreements set by the City's 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.

ZERO WASTE PROGRAM

The 4th of July 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 City's zero waste program is to utilize reusable, recyclable and compostable materials wherever possible and to minimize, with the goal of eliminating completely, the amount of waste generated by the event. Accordingly, all vendors **are required** to use less packaging and recyclable/compostable packaging whenever possible. Zero Waste Stations will be located throughout the event to allow you to properly sort and dispose of your waste.

Your responsibilities as a Big Boom Bash vendor:

Failure to follow these rules may result in a forfeiture of your Damage Deposit.

1. All dinnerware must be certified compostable. We are eliminating items that must be disposed of in a landfill. Consequently, individually wrapped condiments and food are not acceptable unless distributed in compostable packaging.
2. Please strive for reusable tabling and booth decorations. No balloons, please.
3. All vendors must properly sort their waste materials during the event using the Zero Waste Stations. If you generate a lot of waste, we will set you up with a station of your own and educate you on proper sorting practices before the event, but it will be your responsibility to manage it correctly during the event.
4. Please do not use the dumpsters after the event has been closed by organizers.

By signing below, you certify that you have read, and agree to comply with, the foregoing obligations:

VENDOR Authorized Signature

Date

Printed Name & Title

RETURN COMPLETED APPLICATIONS:

Address: 801 S Yarrow Street, Lakewood, CO 80226

Email: Marlana Bense <MarBen@lakewood.org>



Lakewood's Big Boom Bash Food Vendor Application & Agreement

Contact Name _____

Business Name _____

Mailing Address _____

City _____

State _____ Zip _____ Phone _____

Phone (Cell/Emergency # during event dates) _____

Email _____

Website _____

Required Documents

(Applications will be returned if any document is excluded)

1. Proposed Menu (including price points)
2. Certificate of Liability Insurance, naming as additional insureds Jefferson County School District No. R-1 and the City of Lakewood, with a single limit of \$1,000,000 per occurrence (as detailed in the attached Terms & Conditions)
3. Copy of Retail Food Establishment License **OR** Jefferson County Certificate of Approval
4. Diagram or Photo of Vendor Set-Up
5. West Metro Fire Rescue Propane Tank Permit (Call West Metro at 303.989.4307 to determine if a permit is required)

Booth Fees

Large Food Vendors: Businesses offering meal-type food options, with menu items ranging from \$5-\$15.

Small Food Vendors: Businesses offering smaller, snack-type food options, with menu items ranging from \$1-\$5.

**All vendors are responsible for collecting appropriate sales tax.*

Please issue two (2) separate checks – one for the Rental Fee and a separate check for the Damage Deposit.

MAKE CHECKS PAYABLE TO: CITY OF LAKEWOOD

	Amount of space required	Booth Fee	Electricity 110 volt / 20amp=\$35 208 Volt / 30 amp=\$75	TOTAL
Large Food Vendor / Food Truck		\$400		=\$ _____
Small / Snack Food Vendor		\$250		=\$ _____

BOOTH FEE TOTAL = \$ _____

REFUNDABLE DAMAGE DEPOSIT (\$50 per booth) = \$ _____

(Please issue deposit as separate check)



TERMS & CONDITIONS

[Vendor Name] ("Vendor") hereby agrees, as consideration for being accepted to participate in **Lakewood's Big Boom Bash, Wednesday, July 4, 2018** (the "Event"), as follows:

1. Vendor shall retain all revenue generated from Vendor sales.
2. Vendor shall procure and continuously maintain for the duration of the Event automobile liability insurance, including uninsured motorist coverage, covering all vehicles used during Vendor's participation in the Event. Vendor shall procure and keep in force for the duration of the Event a policy of commercial general liability insurance insuring Vendor, and naming **Jefferson County School District No. R-1 and the City** as additional insureds, 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 **Jefferson County School District No. R-1 and the City** and their respective elected and appointed officials, 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 Jefferson County School District No. R-1 or 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 booth (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 4:30 p.m. on Wednesday, July 4, 2018. Setup is scheduled for Wednesday, July 4, 2018, between the hours of 1pm and 4:30pm. All Vendors MUST check in on Wednesday July 4, by 2:30pm. Vendor vehicles will be allowed twenty (20) minutes in the designated loading/unloading area before the Event and after the Event. Breakdown is to happen quickly and quietly no earlier than 9:30 p.m.
6. Vendor shall remain open during the Event hours of 5:30 pm to 9:30pm on Wednesday, July 4, 2018. 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 vehicles are not permitted within the ticketed event footprint between the hours of 5pm and 10pm. They are permitted on site only as directed by event staff after 10:30pm after the crowd has moved out of the venue. Vendor is responsible for depositing trash in the provided containers at the Zero Waste stations. Vendor must request in advance, and pay an additional fee, if electricity is required. 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 Jeffco Stadium, 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 reusable, recyclable or compostable service ware, containers and packaging (exception is granted for food service utensils such as forks, spoons, knives and straws). Vendors shall not use plastic bags, disposable decorations or balloons. 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 and place cardboard in designated recycling containers. Vendor agrees to purchase supplies that use cardboard-only packaging.
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 _____