

**15th Annual Carmel International Arts Festival
Arts and Design District in Old Town Carmel, IN
September 22th and 23th, 2012**

**2012
Food Vendor Participation Request / Agreement**

The Carmel Arts Festival, Inc. (“CIAF”) invites you to participate in the fourteenth annual Carmel International Arts Festival (“Festival”) by completing and returning this Food Vendor Participation Request / Agreement (“Agreement”). The Festival will showcase performing artists and visual artists, as well as provide a “hands-on art experience for children, and should attract over 25,000 festival goers. Please join us in this exciting celebration of the arts.

Carmel International Arts Festival Format

Admission Cost: **FREE**

Parking Cost: **FREE**

Activity Hours: **Saturday, September 22, 2012- 10:00 am -6:00 pm
(Please note Saturday extended Hours – we are considering
having the food vendors stay open as long as there is
entertainment on Saturday night)
Sunday, September 23, 2012- 10:00 am – 5:00 pm**

Location: **Carmel, Indiana which enjoys Indiana’s highest per
capita income level and is a very culturally oriented
community. The 15th Annual Festival will be held on
Main Street, the heart of Carmel and home to the
Arts and Design District.**

The Carmel International Arts Festival Committee (“CIAF”) is inviting a wide-variety of ethnic and traditional food vendors to serve visitors during this 2-day festival. All food vendor transactions will be conducted directly between the food vendor and the customer.

CHECK IN: Vendors will be able to check in at our Command Center near Range Line Road and Main Street - time to be set later. The location will not be available to us until then. You will then be directed to your booth location and receive assistance with electrical and water hook-ups, as necessary. Vendors shall schedule an approximate time for check-in with CIAF in order to facilitate processing.

LOCATION OF STAND: Food Vendors shall set up their stands at the locations specified by CIAF. Location shall be determined by electrical needs. A Food Vendor may sell only from its stationary booth space, unless otherwise approved in advance by CIAF.

NEW SET UP TIME: Food Vendors shall arrange set-up in advance as follows: Food Vendors shall be open and ready for business at all times between 10:00 am and 6:00 pm on Saturday, September 22, 2012 and between 10:00 am and 5:00 pm on Sunday September 23, 2012.

(There are no exceptions to this rule. Failure to complete a timely setup of your booth shall cause you to forfeit your assigned space and your entire booth fee.)

TAKE DOWN TIME: Food Vendors shall not dismantle their stands until after the Festival ends at 5:00 pm on Sunday, September 23, 2012. Booths shall be completely dismantled and removed, and the booth area cleared of trash, no later than 8:00 pm, Sunday, September 23, 2012.

HAMILTON COUNTY HEALTH DEPARTMENT & INSPECTION: All food vendors shall contact and comply with all Health Department food regulations and licensing requirements. A Health Department certificate is required for all Vendors. This form is included, or may be obtained from the following address: Hamilton County Health Department, 1 Hamilton County Square, Suite 30, Noblesville, Indiana 46060, or by calling (317) 776-8500. www.co.hamilton.in.us

Food Vendors are responsible for obtaining all necessary health certificates. CIAF will notify the Health Department of the dates and time of the Festival. On Saturday morning, September 22, 2012, the Health Department will likely inspect all Food Vendors prior to Festival opening for compliance with Health Department requirements. Please be prepared to meet these requirements, as non-compliance will affect your participation in the Festival.

FOOD PROVIDED: Food Vendors shall establish their own prices for food and beverages to be sold at the Festival. PRICES FOR EACH FOOD AND BEVERAGE ITEM TO BE SOLD MUST BE PROMINENTLY DISPLAYED BY FOOD VENDOR.

On or before September 1st, 2012, each Food Vendor shall provide to CIAF a list of the foods, beverages, and prices the Food Vendor proposed to offer for sale at the Festival. CIAF will select Food Vendors with the objective of providing a variety of American and ethnic foods and will attempt to avoid duplication of food and beverage items. CIAF shall, as soon as practical, inform the Food Vendor whether, in CIAF's sole discretion, the proposed menu is acceptable to CIAF. The approval of a Food Vendor's list by CIAF shall be construed as giving the Food Vendor the right to sell the listed food items at the Festival. Each Food Vendor must provide a sufficient quantity of each item on its approved list to fill all expected orders from 10:00 am until 6:00 pm on Saturday, September 22, and from 10:00 am to 5:00 pm on Sunday, September 23.

BOOTH FEES: The CIAF requires a flat fee to be submitted with this Agreement for each booth space requested. No fees or applications shall be accepted after September 1st, 2012, unless booth space is still available at that time. Once paid, all booth fees are non-refundable. **Booth fees are \$450.00 each.**

DAMAGE AGREEMENT: Food Vendor shall not use utilities (electricity, water, and waste) in excess of needs stated in its Agreement. Food Vendor shall dump trash, grease or other waste in approved receptacles. Food Vendor must depart, remove its booth and, or clean its booth space as required herein by 8:00 pm Sunday, September 23, 2012. Food Vendor must not fail to comply with any other provision of this agreement.

DELIVERIES: No vehicular traffic will be allowed in the Festival area between 9:00 am on Saturday, September 22, 2012 and 5:00 pm on Sunday, September 23, 2012 except as otherwise directed by the Carmel Police Department. Food Vendors shall park their delivery personal vehicles only in designated legal parking spaces surrounding the Festival. All deliveries thereafter shall be made by push cart or hand-delivery only.

ELECTRICITY: CIAF shall provide, to the extent possible, each Food Vendor with 120V, 20 amp 3-wire, and single phase electrical service. The need for 220V equipment must be specified on this Agreement when it is returned to CIAF. Due to physical restraints of the Festival area, 220 V hook-ups may not be available to all Food Vendors and, or to all booth spaces. By executing this Agreement, all Food Vendors hereby hold CIAF, its electrical subcontractors, installers or all other parties listed or referred to in this Agreement wholly harmless for any and all liability or damages resulting there from.

WATER: Water is available to Food Vendors, but each Food Vendor will supply their own hoses and connectors for hook-up. If water from an outside source is required, a Food Vendor must state this need on this Agreement when it is returned to CIAF. As with electricity, an outside water supply may not be available to all Food Vendors and, or at all booth spaces.

SPILLAGE: Food Vendors shall provide adequate safeguards to prevent grease, oil or other spills from staining or soiling the Festival area. This is a very strict Health Department requirement. At a minimum, all Food Vendors shall place heavy-duty and freeze resistant plastic under and around their stand. Food Vendors may place cardboard or other absorbent paper over the plastic as an additional protection against spillage, but may not use other materials in lieu of plastic unless approved in advance by the Health Department. Food Vendors shall clean up all spills immediately after their occurrence. If grease is spilled in the Festival area and results in a cleanup by CIAF, a cleaning fee will be charged.

REFUSE REMOVAL: CIAF shall provide refuse receptacles in the Festival area. Food Vendors shall notify CIAF when these receptacles are full.

TABLES/CHAIRS: CIAF shall provide any tables and chairs necessary. Space will be provided by CIAF adjacent to the general Festival area for the seating of additional food customers.

ICE: CIAF will arrange to have ice delivered to Food Vendors throughout the course of the Festival. Payment will be made at time of ice delivery. Food Vendors shall provide an estimate of the number of bags of ice they will require each day.

INDEMNIFICATION: By executing this agreement, all Food Vendors agree to indemnify and hold harmless the Carmel Arts Festival, Inc doing business as the Carmel International Arts Festival, the City of Carmel, Indiana and the State of Indiana, as well as their respective employees, officials, officers, contractors and agents, from any and all liability arising out of the actions of the Food Vendor, its employees or agents, including, but not limited to, the preparation, sale and dispensing of food and drink by the Food Vendor at the Festival. All Food Vendors shall provide CIAF with a certificate of insurance establishing the existence of liability insurance coverage covering the premises, products and complete operations of the Food Vendor and naming the Carmel Arts Festival, Inc., as an additional insured. The minimum limits of coverage shall be One Hundred Thousand Dollars (\$100,000) per occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000) per occurrence of property damage, or a combined limit of Three Hundred Thousand Dollars (\$300,000) per occurrence. Failure to obtain such insurance and provide a copy of same to CIAF on or before September 1, 2012 may result in a Food Vendor not being allowed to participate in the Festival.

FIRE PREVENTION: All Food Vendors shall understand and comply with all regulations and requirements of all fire prevention codes and all other applicable laws, codes and regulations applicable to its Festival operations. All fees, dues and other payments associated therewith are

at the Food Vendor's expense. A copy of all applicable governmental certificates shall be furnished to CIAF prior to, and / or posted at the Food Vendor's booth during the Festival.

CANCELLATION: The Festival is scheduled to go on rain or shine. However, by executing this Agreement, all Food Vendors agree that CIAF may cancel the Festival in the event of inclement weather, damage or destruction of the Festival area, or any other occurrence beyond CIAF's reasonable control which, in the sole discretion of CIAF, would make the holding of the Festival dangerous or impractical. If the Festival is canceled, all Food Vendors agree to cease all of their operations, including the sale of all items immediately upon notification. If the Festival is officially canceled prior to September 22, 2012, no compensation, refunds, or damages will be paid to Food Vendors as a result of the Festival's cancellation. There will be no rain date for the Festival.

RISK OF LOSS: By executing this Agreement, all Food Vendors agree to bear all risk of loss occasioned by or arising out of the fact that the Festival may be canceled or terminated under the provisions of this Agreement, and that neither CIAF, the City of Carmel, Indiana, or the State of Indiana, nor any employee, agent, official, contractor or officer thereof, shall be responsible for any loss or damage incurred by Food Vendor by reason of such Festival cancellation or termination.

AUTHORITY: Each party executing this Agreement hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to all of the rights, obligations and remedies provided herein.

THIS AGREEMENT CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERRING TO THIS AGREEMENT AND SIGNED BY ALL PARTIES HERETO.

FOOD VENDOR'S NAME

AUTHORIZED SIGNATURE (PRINT NAME AND TITLE)

Date: _____

CARMEL INTERNATIONAL ARTS FESTIVAL, INC., ROSEMARY WATERS,
PRESIDENT

PLEASE NOTE: The attachment (Food Vendor Information and Fee Payments) to this Agreement ("Attachment") must be filled out completely and returned with this agreement. No Agreement will be honored without its Attachment.

ALL CHECKS SHOULD BE MADE PAYABLE TO THE "CARMEL INTERNATIONAL ARTS FESTIVAL, INC" AND THE AGREEMENT (WITH ATTACHMENTS AND CHECK) RETURNED TO:

Rosemary Waters
CIAF President
14 South Rangeline Road
Carmel, Indiana 46032
Telephone (317) 573-9602
Fax (317) 566-8337

15th ANNUAL CARMEL INTERNATIONAL ARTS FESTIVAL

September 22 and 23, 2012

Food Vendor Information and Fee Payments

Name of Food Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: Home / Business / or Cell: _____

Fax and email _____ / _____

Food / Beverages to be sold by Food Vendor

ITEM	PRICE

ITEM	PRICE

FEES:

A. FOOD VENDOR BOOTH \$450.00 PER BOOTH

\$ _____

NOTE: Booth spaces are generally 20 x 20 depending on utility requirements and demand, CIAF reserves the right to designate final size and location of booth space.

TOTAL FEES INCLUDED WITH THIS APPLICATION: \$ _____

ALL CHECKS ARE TO BE MADE PAYABLE TO "Carmel International Arts Festival, Inc."

Food Vendor Requirements:

Minimum booth space required: _____
(No larger than 20' x 20' per paid booth space)

Will Food Vendor need water hook-up? Yes _____ No _____

Ice: Saturday _____ of 7 lb bags _____ of 22 lb

Sunday _____ of 7 lb bags _____ of 22 lb

Electrical Needs (If applicable – You Must Be Specific):

#of Pieces	Equipment Description	Voltage / Watts / Amps
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____