

Autumnfest

**Columbus Day Weekend** • Saturday, Sunday & Monday World War II Veterans Memorial Park, Woonsocket, RI 02895

Woonsocket Rotary Club • P.O. Box 154, Woonsocket, RI 02895 www.woonsocketrotary.com

# Food Vendor Rules, Regulation & Instructions

All food vendors, their staff, employees, volunteers, contractors and agents are responsible for reviewing and complying with the following Food Vendor Rules, Regulations and Instructions.

#### **Food Vendor Applications**

- Applications are accepted from April until June of the event year.
- A \$50.00 non-refundable application fee must be submitted with each application.
- All checks, bank drafts or money orders should be made payable to "The Rotary Club of Woonsocket."
- All new food vendors are required to provide a recent front view photo of the food vendor's concession booth, trailer, or display with their application.
- Once an application is received, a confirmation email will be sent confirming receipt of a complete application.
- To ensure your application is complete, please fill in all applicable spaces.
- Incomplete applications will not be considered.
- Returning food vendors will have preference.
- New food vendors will be accepted based on an availability of space and uniqueness of product(s) sold.
- Food vendors selected to participate will receive a Food Vendor Concession Agreement and Food Vendor Packet in July of event year, and your application fee will be applied towards your food vendor concession site fee.
- After July, non-selected food vendors will be placed on a waiting list and contacted if space becomes available.
- Submission of an application is NOT a guarantee of a food vendor space.
- Due to limited space and the high number of applications received, late or incomplete applications will not be considered.
- All complete applications will be reviewed for uniqueness, quality of product, appropriateness to event, similarity to other food vendors and prior festival experience.
- Acceptance/denial notifications will be sent to applicants by July 31 of the event year.
- Application fees will be returned to any applicant who is not accepted, and those applicants will be added to a wait list for future consideration should additional space become available.
- The Rotary Club of Woonsocket reserves the right to accept, reject or deny any application.
- All approved food vendors **must attend** the Food Vendor Concession Meeting on the Tuesday after Labor Day, prior to the opening of Autumnfest.
- The location, date and time of the meeting will be provided to all approved food vendors.

Please submit applications to: Woonsocket Rotary Club P.O. Box 154, Woonsocket, RI 02895 c/o Autumnfest Food Concessions or Email: <u>kgreenough@woonsocketri.org</u>

# Food Vendor Concession Selections/Right to Sell

- It is the policy of Autumnfest and The Rotary Club of Woonsocket to avoid duplication of items sold among food vendors.
- All food vendors must list every product they wish to sell on their application, in order of preference.
- Food Vendors will be allowed to sell up to (5) five products/menu selections.
- If at the end of the application process, no food vendor has requested to serve an additional product requested, the food concession chairperson may approve the sale of additional item(s) beyond the (5) product limit.
- If a selection(s) is(are) approved, food vendors will receive written notification, prior to submitting their food vendor concession agreement.
- Only products that are listed on the food vendor's application and pre-approved in writing by Food Concession Chairperson of The Rotary Club of Woonsocket may be sold at Autumnfest.
- Approved food selections provide a food vendor exclusive rights to that product for that year's event.
- Returning food vendors who no longer wish to sell a specific product shall notify the Food Concession Chairperson as soon as possible in order to allow other food vendors an opportunity to acquire that product.
- A request for approval of a product previously sold by another food vendor may be submitted during the time of the initial application. If a product becomes available at the end of the application process that food vendor will be notified.
- Even if a food vendor requests to sell an item they sold in the past, they may not receive further approval to sell that product, if it conflicts with the exclusivity clause defined above.
- The Rotary Club of Woonsocket reserves the right to approve, deny or reject any requests to sell a particular product.
- The Rotary Club of Woonsocket reserves the right to immediately terminate the sale of any item that has not been preapproved.
- No food vendor may sell soft drinks, bottled water or alcoholic beverages.
- The Rotary Club of Woonsocket has the exclusive right to sell soft drinks, bottled water or alcoholic beverages at Autumnfest.

#### **Exception**

• Under agreement with the Autumnfest Steering Committee, Fanelli Amusements is permitted to sell popcorn, cotton candy, candy apples, fried dough, snow-cones, smoothies, bottled water, lemonade and fountain drinks on the midway grounds adjacent to East School Street.

## Food Vendor Concession Types/Fees

Civic/Non-Profit (Booth/Tent)	\$800.00
Returning Commercial/For Profit (Booth/Tent/Trailer/Vehicle)	\$1250.00
• New Commercial/For Profit (Trailer/Vehicle)	\$1500.00

All food vendor concession fees are subject to change

## **Food Vendor Concession Sites**

- Booth/Tent space is a standard 12' X 12' area.
- Space beyond the standard food vendor space may require additional fees and is subject to availability. (Returning food vendors with previously approved booths will not be subject to additional space fees.)
- Pull-in trailers/vehicles space is a standard 25' X 12' area.
- Space includes trailer hitches, awnings, serving areas, or excessive maneuvering area, etc.
- Space beyond the standard food vendor space may require additional fees and is subject to availability. (Returning food vendors with a previously approved trailer/truck will not be subject to additional space fees.)

## **Food Vendor Concession Locations**

- Food Vendor Concession locations will be determined and assigned each year by the Food Concessions Chairperson.
- The Rotary Club of Woonsocket, in its sole discretion, shall determine food vendor concession locations.
- The Rotary Club of Woonsocket may reassign locations at any time at its discretion.
- There is no guarantee as to food vendor concession placement.
- No food vendor is permitted to set up or sell any products outside of their purchased food vendor concession area.
- All equipment must be contained within the total space assigned.
- No food vendor shall assign, sublet or apportion any part of their space without prior written approval from the Food Concessions Chairperson of The Rotary Club of Woonsocket.

## Food Vendor Concession Set-up

- General set-up of food vendor concession booths typically begin after Labor Day, prior to the opening of Autumnfest.
- Food vendors will receive notice of set-up start date, typically the Tuesday after Labor Day, prior to the beginning of Autumnfest.
- Each food vendor is required to set-up/install their concession within the confines of the space allocated for a specific food vendor concession.
- Failure to stay within the allocated space or moving concession space markers may result in additional concessions fees or dismissal from Autumnfest.
- Food vendor concession booths must be setup and installed and ready for electrical wiring no less than one week before the start of Autumnfest.
- The Food Concessions Chairperson can be contacted and will make every effort during the week leading up to Autumnfest to be available to assist food vendors with any questions they may have for a successful setup in preparation for Autumnfest.

## Food Vendor Concession Breakdown

- Breakdown of food vendor concessions sites may not begin before 6:00 p.m. or the close of Autumnfest on Monday evening.
- Food vendor concession booth/tents/trailers/trucks must be removed from the Autumnfest grounds by the Monday immediately following the close of Autumnfest.
- No gray water, oil, or other liquid or debris will be left in the concession site area that could create or pose a safety or environmental risk.
- Any merchandise, boxes, crates, and/or debris of any nature that is not removed by 4:00 PM the Monday immediately following Autumnfest will be removed and disposed of by the City of Woonsocket and any disposal fees associated with said disposal will be billed to the food vendor.
- Food vendors shall leave the festival grounds in the same condition in which they were provided.
- Food vendors will be responsible for reimbursement of any costs incurred by The Rotary Club of Woonsocket and/or the City of Woonsocket to return the grounds to the condition in which they were provided.
- Any damage to property sustained as a result of a food vendor will result in an immediate rejection of any future participation in Autumnfest.
- Any damage to property sustained as a result of a food vendor could result in civil or criminal action.

# Food Vendor Concessions & Safety

- Food vendors are responsible for the cost associated with the construction, set-up, takedown and maintenance of their booth.
- All structures must be made of quality materials, constructed with sound building techniques to prevent personal injury to any persons or to prevent property damage.
- All vehicles/trailers must be chocked to prevent personal injury to any persons or to prevent property damage.
- All tents must be commercial quality, fire retardant and comply with federal and state fire codes (NFPA).
- All tents must be secured in the event of high winds to prevent personal injury to any persons or to prevent property damage.
- <u>NO</u> stakes shall be driven into the pavement.
- All booths/tents/vehicles/trailers must have at least one approved, fully charged, currently inspected fire extinguisher for class ABC fires at their site.
- All fire extinguishers must have been certified within one year.
- It is the food vendor's responsibility to obtain any appropriate fire extinguishers.
- All booths/tents/vehicles/trailers must be able to pass a fire safety inspection from the Fire Marshall of the Woonsocket Fire Department.
- Food vendors will not be permitted to open if they do not pass a fire safety inspection.
- Depth of food vendor concession space should be no more than 13'.
- Areas behind food vendor concession spaces must be kept clear of equipment, trash, and inventory at all times due to fire and safety regulations.
- Areas behind food vendor concession spaces will remain open as an emergency lane.
- Food vendors are required to maintain a clean and neat concession area; free of refuse of any kind.
- Any food vendor concession space that is deemed unsafe will be shut down immediately and not allowed to re-open until any hazards has been corrected and approval has been granted to re-open.
- Food vendors are solely responsible for complying with all federal, state and local laws, including but not limited to tax laws and applicable health, safety and/or fire rules or regulations.
- Acceptability of appearance and safety is made at the discretion of the Food Concessions Chairperson.

# **Security**

- The Rotary Club of Woonsocket hires private security personnel to monitor the Autumnfest grounds prior to and during Autumnfest.
- The Rotary Club of Woonsocket strongly recommends packing and/or otherwise securing any valuable products or equipment left overnight.
- Food vendors are solely responsible for the safety, security and protection of their property once on the Autumnfest grounds.
- Food vendors are solely responsible for the storage of all items and/or products.
- The Rotary Club of Woonsocket is not responsible for any items and/or products that are left unattended or unsecured while on the Autumnfest grounds.
- The Rotary Club of Woonsocket is not responsible for any loss or damage incurred to food vendor's physical property or stock.
- Food vendors shall indemnify and hold harmless The Rotary Club of Woonsocket from and against any and all claims, damages and/or losses.
- Food vendors shall indemnify and hold harmless The Rotary Club of Woonsocket against any claims arising by virtue of their occupancy of the premises or use thereof.
- Food vendors may be immediately removed/ejected from the Autumnfest grounds for any non-compliance of any rules, regulations or instructions and/or if they cause any situation or condition that, in the opinion of The Rotary Club of Woonsocket, may expose The Rotary Club of Woonsocket, its officials, members, volunteers, or attendees to any property damage, bodily injury, death, or civil strife of any kind.

# **Food Vendor Electrical Services**

- It is the tradition of The Rotary Club of Woonsocket to provide electrical service, concession lighting and potable water to all participating food vendors.
- Due to the increasing cost of electrical service, new electrical service fees will be applied to all food vendor concession site fees.
- All food vendors will be charged a \$50 electrical service fee, which includes a STANDARD electrical service; (4) four single phase 115v-20amp GFCI outlets (2 double gang boxes).
- Additional electric services are available for an additional charge and all electrical services are subject to availability.

Two 115v-20amp GFCI outlets (double gang box) (**\$50**) 115v-30amp (**\$60**) (plus the cost of materials to supply electrical service) 208v-30amp (**\$100**) (plus the cost of materials to supply electrical service) 208v-40amp (**\$200**) (plus the cost of materials to supply electrical service) 208v-50amp (**\$300**) (plus the cost of materials to supply electrical service)

- Additional electrical services are subject to availability.
- Requests for specialty electrical services must be made at least 90 days prior to the event and are subject to approval.
- Any additional costs associated with providing such services shall be paid by the food vendor at least 30 days prior to the event.
- Any wiring and/or materials acquired for such electrical service become the property of the Rotary Club of Woonsocket.
- Electrical services are provided solely for the convenience of the food vendors and The Rotary Club of Woonsocket makes no representations and/or warranties regarding the electrical service.
- Food vendors acknowledges and agrees that The Rotary Club of Woonsocket shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide, or any interruption in the provision of, electrical power.

#### Food Vendor Electrical Service Usage

- Food vendors are responsible to know the output of all appliances used, i.e. (volts, amps, watts), as to not overload electrical services provided and to insure appliances are being used in a safe manner.
- Food vendors are required to provide a list, prior to the start of Autumnfest, of all appliances that will be used and to list the output of each appliance, including volts, amps, and watts.
- Any appliance that is determined to exceed the safe working limits of the electrical service provided will be prohibited from being used.
- All food vendor supplied cords must be a minimum of 12-gauge, grounded and approved for use in a wet location and direct contact with the ground.
- Cords must be the correct size for the proper loads.
- Sensitive Electronic Equipment: Every effort if made to maintain 115/208 volts throughout the Autumnfest grounds; however, the property is subject to unexpected loads and utility fluctuations.
- The Rotary Club of Woonsocket is not liable for failure of any electronic equipment (i.e. computers, cash registers) due to voltage fluctuations or power failures.

## Food Vendor Electrical Service Setup

- Electrical services are provided and managed by the Rotary Club of Woonsocket, installed by licensed electricians and inspected by the City of Woonsocket.
- Once a food vendor booth is set up on a food vendor site; electricians will designate, assign and label electrical service boxes for each food vendor site.
- Each electrical box will contain a designated number that will be assigned to each food vendor site.
- This number will allow each food vendor to identify the services provided and to assist electricians in troubleshooting any problems should they arise.
- An electrician will install, inspect and test each electrical service box for each food vendor site, prior to Autumnfest.
- An electrician will install lighting at each food vendor site.
- Access to the interior of each food vendor site is required to install interior lighting.

- It is recommended to provide a key to the onsite electrician or the Food Concession Chairperson for any secured food vendor concession site.
- Electrical services will begin supplying power on the Friday before Autumnfest until the close of Autumnfest on Monday night.
- In the event of electrical failures priority will be given to refrigeration.
- Any unauthorized access, modification or tampering of any electrical equipment is strictly prohibited.

#### Food Vendor Electrical Service Breakdown

• All electrical wiring and services will be disconnected as soon as possible, beginning on the Tuesday immediately following Autumnfest.

#### **Food Vendor Potable Water Services**

- It is the tradition of The Rotary Club of Woonsocket to provide electrical service, concession lighting and potable water to all participating food vendors.
- There is no fee for water hook up.
- Water distribution hose bibs are located at various locations behind the food concession areas.
- Food vendors are required to provide their own drinking water safe hose. (A 25 foot hose is normally sufficient.)
- Garden hoses are not acceptable.
- Water filters are recommended for any water being served to the public.
- All gray water produced must be discarded in a proper manner.

## Alternative Services

- Cooking methods such as propane (LP) are considered safe and efficient and are suggested as an alternative to electrical appliances as a self-sufficiency option.
- Propane (LP) cooking appliances must pass minimum NFPA standards and are subject to inspection.
- Documentation of an inspection by a licensed propane/equipment technician, conducted within 90 days of the event, is required for all propane equipment.
- It is the food vendor's responsibility to make arrangements for propane deliveries and equipment services.
- Generators are not permitted in the food vendor concession area.

## **Food Vendor Hours of Operation**

- Food vendors must be open and ready to serve the public during the hours Autumnfest is open.
  - Saturday 10:00 a.m. to 10:00 PM
  - Sunday 10:00 a.m. to 10:00 PM
  - Monday 10:00 a.m. to 6:00 PM
- Hours of operation are monitored and enforced for all food vendors.
- Food vendors may not sell product before or after hours, no exceptions.
- Food vendor concession locations must be staffed at all times during the hours Autumnfest is open.
- Food vendors must have sufficient product to serve the public during the hours Autumnfest is open.
- Autumnfest is open rain or shine.
- Food vendors who repeatedly open late or close early could be shut down and directed to vacate the Autumnfest grounds immediately following the close of Autumnfest on that day, forfeiting any further sales and all payments made.

# **Food Vendor Vehicles**

#### **Autumnfest Food Court Area**

- Vehicles are only allowed within the Autumnfest Food Court area during set-up, breakdown and up to one hour before the opening of the Autumnfest each day.
- No vehicle will be allowed to enter the Autumnfest Food Court after 9:00 a.m. on Saturday, Sunday and Monday of Autumnfest.
- All vehicles must be removed from the Autumnfest Food Court area by 9:00 a.m. each day.
- Any vehicles in the Autumnfest Food Court area after 9:00 a.m. are subject to being towed from the area at the owner's expense.
- Any supplies brought in after 9:00 a.m. must be manual carried onto the Autumnfest grounds.
- The use of golf carts and other personal transportation devices, other than by authorized Autumnfest personnel is strictly prohibited during Autumnfest.

#### Parking/Vehicle Passes – Restricted Parking Access

- Each food vendor is allocated one (1) vehicle pass that allows a vehicle into the restricted parking areas.
- These parking areas are designated to allow food vendor access to areas adjacent to the food vendor concession area to restock and/or refill product, as needed, during the normal operating hours of Autumnfest.
- THIS SHOULD NOT BE CONSIDERED A PARKING PASS.
- Each food vendor vehicle pass shall be clearly displayed in the vehicle's windshield.
- A contact name and telephone number shall be provided on the parking pass and shall be clearly visible in the event a vehicle needs to be moved.
- The food vendor vehicle pass can only be used in the designated food vendor parking area.
- A food vender vehicle pass does not guarantee a space will be available for the vehicle to park.
- Any food vendor, concessionaire, employee, worker or volunteer who parks a vehicle in a non-designated or illegal area shall be subject to having their vehicle towed at the owner's expense.

#### **Refrigerated Stock Trucks**

- Refrigerated stock trucks are allowed in the restricted food vendor parking area.
- All refrigerated stock trucks must be approved by the Food Concession Chairperson.
- Refrigerated stock trucks will be assigned a designated parking location within the food vendor parking area.

#### **Trash, Recycling and Cleanliness**

- The Rotary Club of Woonsocket provides designated trash dumpsters, located adjacent to the food vendor parking area, for use by food vendors.
- Food vendors are responsible for transporting their own bulk trash to the designated dumpster locations during the normal hours of Autumnfest.
- Food vendors should not deposit trash in trash cans placed for public attendee use.
- The City of Woonsocket also provides designated recycling dumpsters for use by food vendors.
- The Rotary Club of Woonsocket asks that food vendors make every effort to deposit any recyclable materials in the correct recycling dumpsters.
- Food vendors are responsible for breaking down/stacking cardboard, bagging all trash and placing trash in proper receptacles.
- Food vendors will keep the area within and surrounding their concession area free from all rubbish and debris.
- Food vendors must keep their areas neat and are expected to have their site cleaned prior to leaving the grounds.
- Waste (gray water, cooking oil, etc.) products may not be dumped on the ground, but must be disposed of in the proper manner.

# Food Vendor Conduct

- Food vendors are prohibited from possessing, serving and/or consuming alcoholic beverages in the food concession area or on Autumnfest grounds.
- All food vendors, their staff, employees, volunteers and/or agents shall not consume alcoholic beverages or other controlled substances while participating in any capacity as a food vendor for Autumnfest and remain free from the influence of such substances while participating as a food vendor for Autumnfest.
- Possession and consumption of alcoholic beverages at Autumnfest is restricted to the Woonsocket Rotary Beer Garden.
- Firearms and/or weapons of any kind are prohibited on the Autumnfest grounds unless permitted by law.
- No smoking is permitted on Autumnfest grounds.
- Autumnfest is intended to be a family friendly event. All food vendors their staff, employees, volunteers and/or agents shall not engage in any conduct, action, gestures or language that would be inappropriate for such attendees.

#### **Commercial General Liability Insurance**

• Each food vendor is required to have Commercial General Liability Insurance coverage. Vendors must have their own policy with coverage equal to or greater than one million dollars per occurrence. The Rotary Club of Woonsocket, Autumnfest and The City of Woonsocket must be listed as additional insured participants on the policy and the dates of coverage must start on the Friday before the event and end the Tuesday after the event. A copy of the Commercial General Liability Insurance Rider is required by all food vendors and must be presented with a signed food vendor concession agreement.

#### **Health Department Food Service Licensing**

- All food vendors are required to obtain and display during the event a valid Food Service License from the State of Rhode Island. A copy of a valid Food Service License is required by all food vendors and must be presented with a signed food vendor concession agreement.
- All food vendors will be required to pass a food safety inspection by the Rhode Island Department of Health before serving the any product.

#### **RI Mobile Food Establishment License**

- As of July 2019, all food vendors are required to obtain and display, during the event, documentation of a valid Mobile Food Establishment License from the Rhode Island Department of Business Regulations.
- Food vendors are responsible to determine if they need to obtain or are exempt from obtaining a RI Mobile Food Establishment License.
- https://dbr.ri.gov/divisions/commlicensing/FoodTrucks.php

#### **Tax Identification Number/Permit**

- All food vendors must have a valid Tax Identification Number from the State of Rhode Island, Department of Revenue/Taxation. If you have any questions concerning sales tax or obtaining a tax number, contact the Rhode Island Department of Taxation, 1 Capitol Hill, Providence, RI 02908. Telephone: (401) 222-1040 or online at http://www.tax.ri.gov/contact.
- All food vendors are responsible for acquiring their own licenses, permits, tax ID's, etc.
- All required paperwork must be presented with a signed food vendor concession agreement.
- If required documents are not received at or before the food concession vendor meeting, a forfeiture of a food vendor concession space could result.

#### **General Provisions**

- The Rotary Club of Woonsocket expressly prohibits discrimination against any individual on the basis of race, color, religion, sex, gender, age, disability, national origin, sexual orientation, military status, veteran status or any other classification prohibited under federal, state or local laws.
- No food vendor shall permit or authorize any violation of the above, rules, regulation and/or instructions.
- Any violation may result in food vendor's immediate removal from participation and forfeiture of any and all fees paid to date.