



**Boulder Parks
& Recreation**

2019 Civic Area Community Events Mobile Food Vendor Application

1777 Broadway, Boulder CO 80302



The City of Boulder is excited to announce the completion of Phase One of construction - our "park at the core." After years of research, public input and construction, Boulder's Civic Area enhancements are ready to enjoy! The newly completed park areas deliver on the city's commitment to enhancing visitor safety including better visibility throughout the park, nighttime lighting, and a design that accommodates safe access and a variety of uses along the Boulder Creek Path. The area also presents new opportunities to better connect our community through various gathering and nature play spaces. **The enhanced park welcomes this exciting food vending opportunity at select BPR Community Events throughout summer 2019.** Please review the information below for application details.

RETURN COMPLETED APPLICATIONS:

Address: 3198 Broadway, Boulder CO.

Email: greensteinj@bouldercolorado.gov

Phone: 303-413-7222



Mobile Food Vendor Application & Agreement

Contact Information

Contact Name _____

Business Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone (Cell/Emergency) _____

Email _____

Required Documents

Applications will be returned if any document is excluded.

1. Proposed Menu (including price points)
2. Proof of Insurance (naming the City of Boulder as additionally insured)
3. City of Boulder Mobile Food Vehicle License and Sales and Use Tax (Business) License
4. Boulder County Public Health Food Vendor Verification Form
5. Updated Photograph of Mobile Food Vehicle
6. Signed City of Boulder Zero Waste Agreement (included in packet)

Selection Process

Up to four (3) food vendors will be accepted into the event. Acceptance will be based on the following criteria: **type of cuisine, price point, 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 Events Manager. 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.

Event Selection

Check off the event(s) below based on availability. Arrival approximately one hour before event start.

- _____ **Bandshell:** Ballet in the Park w/ the Boulder Ballet (CARTS Only) **(6/1/19, 7pm-9pm)**
- _____ **Bandshell:** Opera in the Park w/ the Boulder Opera (CARTS Only) **(8/10/19, 7pm-9pm)**
- _____ **Creekside** Concert w/ Euforquestra & Lipbone Redding **(8/16/19, 5pm-9pm)**
- _____ **Creekside** Concert w/ Ron Artis and the Truth & Joe Hunter and Ben Seamons **(8/23/19, 5pm-9pm)**
- _____ **Creekside** Movie in the Park w/ TBD (Film) The Champions (80s Cover Band) **(9/6/19, 5pm-9:30pm)**

Registration Fees

Please provide one check payable to: City of Boulder.

Creekside Events: \$150 per each event. Carts or Food Trucks. You will be provided a 15'x25' paved location.

Bandshell Events: \$75 per each event. Only Carts accepted. You will be provided a 10x10 gravel or mulch location.



TERMS & CONDITIONS

_____ [Vendor Name] ("Vendor") hereby agrees, as consideration for being accepted to participate in the **Ballet in the Park (6/1/19), Opera in the Park (8/10/19), Creekside Concert Series (8/16/19), Creekside Concert (8/23/19) and/or Creekside Movie in the Park (9/6/19)** (the "Events"), 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 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 and its 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. 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 ten-foot (10') by 25-foot (25) ground space on a hardscape surface. Vendors must provide their own display system. Display units should be designed for outdoor use, capable of withstanding the elements, and all materials must be contained within the 10-foot-by-25-foot area. Vendors are required to provide an adequate weight system for their display (minimum 100 lbs.). The use of stakes is strictly prohibited. Vendor must remove all equipment when not in operation.
5. Space assignments are final. Vendor or Vendor's employee(s) shall remain in the assigned booth space for the duration of the Event hours.
6. Vendor shall remain open during the Event hours. 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.
7. Vendor must request in advance and pay an additional fee if electricity is required. Use of generators is prohibited without prior authorization.
8. 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.
9. Vendor is responsible for reporting and submitting all sales tax (both City and State) collected during the Event.
10. Failure to comply with all City ordinances or staff instructions or requests may be grounds for immediate revocation, and/or and loss of damage deposit.
11. Vendor grants the City permission for the use of Vendor's name and likeness. 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.
12. Vendor assumes responsibility for any damages to City of Boulder, 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.
13. Vendor agrees to use only reusable, recyclable or compostable service ware, containers and packaging. Vendors shall not use plastic bags, disposable decorations or balloons.
14. 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

City of Boulder Zero Waste Vendor Agreement

Each vendor must complete this form and have with them during the event. Please obtain a signed copy of this page from every vendor and ensure they have one with them during the event.

As of January 1st, 2016, all permitted events taking place in the City of Boulder must adhere to the Zero Waste Special Event Requirements. All events are required to provide collection stations for recycling and composting at every location where there is a trash receptacle.

In addition, **vendors and event sponsors are prohibited from distributing any non-recyclable or non-compostable materials** unless the vendor agrees to *remove from the event premises and surrounding areas* the non-recyclable or non-compostable material both during the event and during the mobilization and demobilization (set-up and break-down) for the event. Alternatively, a vendor or event sponsor can distribute reusable service ware. Reusable service ware could be defined as durable cups, plates, bowls, napkins, bags, or utensils that can and will be cleaned and used multiple times.

Event: _____

Vendor Name: _____

Contact Name: _____

1. I agree to distribute my product(s) in locally recyclable, compostable, or reusable service ware.
2. I acknowledge that if I choose to distribute any non-recyclable/non-compostable materials, I must set up a special trash bin to collect those materials. This collection station should be separate from the event's waste stations and located in close proximity to the vendor's tent/food cart. This policy is to prevent contamination of the event's recycling and compost streams.
3. I understand that if these requirements are not met, I will be asked to cease the distribution of the landfill-bound materials and I may forfeit my ability to participate in the event in subsequent years.

Signature: _____

Date: _____

For questions, please contact: Noah Eisenman, 303-441-1940, eisenmanN@bouldercolorado.gov