



CULINARY ARTS CAFÉ FOOD VENDOR APPLICATION

Deadline: Wednesday, February 6, 2019

Please complete the following information and print legibly.

Restaurant Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Owner: _____ Event Contact: _____

Restaurant Phone: _____ Fax: _____ Mobile: _____

Email Address: _____

Restaurant Website: _____

The standard booth includes one 15'x15' tent, three 8-foot tables and one 110 volt, 15 amps single plug outlet. Additional electricity is available upon request.

BOOTH FEES

Booth Fee: Includes one 15'x15' tent, three 8-foot tables & one 15 amp outlet \$2,000.00

Additional Electrical: 110v/15amp _____ \$100.00 each \$ _____
requested

Total: \$ _____

Menu Items	\$ Price	Menu Items	\$ Price
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**** Min. 4 food items/Max. 6 items ** **\$6.00/item max****

1. _____

4. _____

2. _____

5. _____

3. _____

6. _____

Please indicate if you will be cooking with grease. Yes _____ No _____

2019 ARTISPHERE CULINARY ARTS CAFE FOOD VENDOR TERMS and CONDITIONS

PLEASE NOTE

- ❖ Food sold should consist of items on the restaurant's regular menu.
- ❖ **A minimum of 3 food items, not including beverages, is required. No more than 6 items may be offered, including beverages.**
- ❖ **Maximum price per item is \$6.00**
- ❖ Food vendors will staff their own booths with paid or volunteer personnel.
- ❖ No alcohol may be consumed by vendors, workers, volunteers, or employees on the festival site during their working hours.
- ❖ Vendors are responsible for the safety and security of their own cash on site.

ENTRY FEES - The standard fee (\$2,000) includes one 15x15 tent, three 8-foot tables and one 110 volt/ 15 amps single plug outlet. Any extra power will cost an additional fee. **Applicants will be notified of acceptance to Artisphere (via email) by February 22. Restaurants must submit application, Waiver of Liability Agreement, and entry fees by Wednesday, February 6.** All tents will be provided by *Artisphere*. Food vendors are not allowed to bring their own tent or trailer. Restaurants will be permitted to bring in a trailer to unload supplies/ equipment if needed during the appropriate times. *Artisphere* will also provide linens, menu boards, and restaurant banner for tent.

The standard fee includes set-up and break-down of one tent, tables, access to electric power source, trash can and trash pick-up. Please note that *Artisphere* does not provide chairs, extra tables, extension cords, power strips, lighting, etc.

VENDOR HOURS - **Food vendors are contracted for and must be open and staffed for service the full duration of the 3-day *Artisphere* event:**

Friday, May 10	12:00 p.m. to 8:00 p.m.
Saturday, May 11	10:00 a.m. to 8:00 p.m.
Sunday, May 12	11:00 a.m. to 6:00 p.m.

RAIN DATE/REFUND - There is no rain date for *Artisphere*, and there are no refunds due to inclement weather. *Artisphere* is a rain or shine event.

SPACES - Food vendors may not sublet, share, assign, donate or trade their assigned spaces.

ELECTRICAL - Vendors needing additional electrical hook-ups will incur the following charges: \$100.00 per "plug in" for 110 volt/15 amps service.

FIRE EXTINGUISHER - **Very Important.** *Artisphere* requires each food vendor to bring and keep a portable, certified, working fire extinguisher at its booth throughout the festival. The City of Greenville Fire Marshall will conduct an inspection prior to festival opening.

MENU - Members of the *Artisphere* Board of Directors will review all menus to limit duplication among participating restaurants. Food items must appear on the restaurant's regular menu. **Artisphere may contact food vendor to make menu revisions.**

Beverages sold must be an item on the regular menu of the restaurant and produced at the restaurant, such as homemade iced tea, coffee, homemade lemonade, milk shakes or similar

beverages. Sodas, water, sport drinks, fruit juices, alcohol of any kind, canned and bottled beverages, or other "brand name/commercial" beverages **may not be sold** by participating Artisphere restaurants. Only the items submitted on the application may be sold.

Vendors are allowed to sell their food within their leased space only. They may not walk into common/ pedestrian areas of festival site to offer samples or sell food.

MENU BOARDS - *Artisphere* will provide each vendor with a printed menu board that will include the vendor's name, items for sale and price. Vendors are not allowed to write on or make any changes to the menu board, and may not sell items not listed on their application.

SIGNAGE - *Artisphere* will provide each restaurant with one banner to be displayed on your booth. Please do not bring additional signage to hang in your booth.

BEST IN SHOW AWARD - *Artisphere* jurors will judge each Culinary Arts Café restaurant on Friday afternoon for the \$500 Best in Show Award. Each restaurant will provide a sample of one food item to each juror. Jurors will score the item on artistry (presentation), creativity and taste. In the event of a tie breaker, the jurors will consider the consumer appeal of the restaurants full menu offerings.

MERCHANDISE - Vendors may not sell any merchandise such as tee shirts, hats, glow sticks, balloons, sauces, salsas, dressings or similar items. Violators will be asked to leave the festival, with no refund of fees (entry, power).

BOOTH ITEMS LIABILITY - Items brought on site are done so at the sole risk of the Vendor. *Artisphere* is not responsible for any loss, damage, or destruction of personal property, equipment and/or valuables. It is recommended that Vendors remove any valuable items from the booth at the end of each day and replace them when ready to reopen.

CASH - Vendors must come prepared with a cash bank to make change for sales. Each vendor is responsible for the safety and security of their own cash drawers. If you have the capability to accept credit cards via wireless machine on site, you are welcome to do so. *Artisphere* cannot provide a phone line for credit card machines.

BOOTH WORKERS - Food vendors will staff their booth with paid or volunteer personnel during festival hours. Vendors will provide food and non-alcoholic beverages for individuals staffing their booths. Staff meals/ drinks must be kept out of the visible site of event patrons.

ICE - Ice will be sold on site throughout the event to participating vendors at \$3.00 per 20 lb bag. If you request bags of ice during the event, you will be billed for them after the Festival. Please bring a hand truck, wagon or dolly to transport the ice bags.

GREASE/WASTE WATER - All menu items and food preparation must comply with local Health Department regulations. Used cooking oil/grease shall be disposed of in a manner approved by the Health Department. Dumping of grease on or around the festival site, pouring into storm drains or flower beds, or leaving grease behind at your booth will result in a \$1,000 fine from the City. If you are using grease/oil or there is splattering, it is recommended that you put down floor covering and/or use grease absorbent materials. Cardboard or other paper based products may not be used for this purpose.

Waste water containers must be used by food vendors. Do not pour waste water down the storm drains or into landscaping/flower beds.

WATER - Vendors are to bring their own potable (drinkable) water to the festival as on-site potable water will not be available. It is recommended that you bring a hand truck or wagon to transport water.

CLEANLINESS - All menu items and food preparation must comply with **DHEC regulations**. Vendors and staff must use soap and water to wash hands. Hand sanitizers can be used but only as a secondary cleaning action. Use of disposable food handling gloves is recommended. Each vendor will be provided with one large garbage container. If problems arise, festival officials will instruct you to make corrections, and if severe enough, officials may ask you to cease sales until your tent area is properly cleaned.

Vendors are asked to maintain their booth space clean and free of rubbish. Trash containers are available to dispose of refuse, trash and litter.

REMOVAL OF ITEMS – Vendors are responsible for maintaining their space clean and clear of trash. Vendors must remove all personal property, equipment, food items, decorations, and accessories from the event site at the close of the festival.

INSURANCE - Vendors must supply *Artisphere* with a certificate of general liability insurance listing ***Artisphere and the City of Greenville as an additional insured for the dates of the festival***. Any vendor not supplying this document will not be permitted to participate in the event.
Coverage must be at least \$1,000,000 general aggregate and \$500,000 each occurrence.

TAXES - Vendors are responsible for complying with local and state tax regulations. If accepted into the event, vendors will be required to submit a copy of their current Business License as well as their South Carolina Retail License. If you do not have a Retail License, please contact the South Carolina Department of Revenue at 864-214-1200 or review the website at www.sctax.org.

ALCOHOL - Vendors and booth staff (paid or volunteer) are not allowed to bring any alcoholic beverages onto the festival site. No alcohol may be ***sold or consumed*** by vendors or workers during their festival working hours.

VENDOR PERMIT - *Artisphere* will secure a City of Greenville Special Events Permit for all vendors. Vendors are responsible for South Carolina licenses, permits, DHEC, and all taxes.

COMPLIANCE – Food vendors understand that the *Artisphere* Board of Directors is responsible for making final decisions with regard to operations, and vendors agree to abide by their decisions.

AGREEMENT & FEE DEADLINE – Applications must be submitted by **Wednesday, February 6**. Restaurants will be **notified of acceptance by February 22** (via email). **Entry fees will be due by March 1**. Should you decide not to participate after you submit your booth fees, *Artisphere* will refund 50% of your Booth Fee until March 25. Should you withdraw from the Festival after midnight on March 25, we will not return any portion of your Booth Fee.

QUESTIONS - If you have any questions, please contact Megan Hall at megan@artisphere.org or by phone at (864) 283-6825.

**Make checks payable to:
Mail signed waiver to:**

**Artisphere
Artisphere
101B Augusta Street
Greenville, SC 29601**



Artisphere Culinary Arts Café Waiver of Liability

***** IMPORTANT – PLEASE READ AND SIGN *****

Participating restaurants are required to submit a current copy of their South Carolina Retail License, their certificate of insurance, and booth fee to Artisphere.

I. The Participating Restaurant understands and agrees that there is no entitlement to any certain location in the festival and agrees and grants Artisphere or its agent the full discretion regarding location at Artisphere.

II. Upon signing below, the Participating Restaurant agrees, understands, and acknowledges that Artisphere does not and cannot guarantee the turn-out, the volume of sales, the weather conditions, or the success of any particular vendor or the festival itself. The Participating Restaurant shall defend, indemnify, and hold harmless Artisphere, its officers, officials, agents, employees, and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury to property or persons, whether brought by an individual or entity, or imposed by a court of law or by an administrative action of any federal, state, or local government body or agency, arising out of or incident to any acts, omission, negligence, or will misconduct of the Participating Restaurant, your personnel, employees, agents, contractors, or volunteers in connection with or arising out of the participating restaurant's performance of services. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorney's fees and related costs or expenses, and any reimbursements to Artisphere for all legal expenses and costs incurred.

III. The Participating Restaurant understands and agrees that space in Artisphere is limited and submission of an application does not guarantee acceptance in to Artisphere. Moreover, once Artisphere accepts an application and notifies the Participating Restaurant of acceptance into Artisphere, all fees become non-refundable after March 25, 2019.

IV. If any provision of this agreement shall be held void, voidable, invalid, or inoperative no other provision of this agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provisions had not been contained herein.

V. In the event of a breach of this agreement by the Participating Restaurant, Artisphere shall be entitled to recover from the Participating Restaurant it's attorneys' fees in connection there with in addition to the costs of any action, suit, or proceeding to enforce the terms of this agreement.

VI. Except as otherwise provided in this agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.

VII. This agreement shall be governed by the laws of the state of South Carolina.

VIII. This agreement sets forth the entire understanding of the parties hereto relating to the subject matter hereof. No modification, amendment, waiver, termination, or discharge of this contract or of any of the terms or provision hereof shall be binding upon any of the parties hereto unless confirmed by a written instrument signed by authorized agents of the Participating Restaurant and Artisphere. No waiver by either party of any term or provision of this contract or of any default hereunder shall affect the respective rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether similar or not.

IX. It is agreed that all terms and conditions attached to this agreement are a part thereof and that no agreement other than those contained herein shall be binding upon the parties unless in writing and signed by an official of Artisphere.

*By this agreement duly signed _____ agrees to abide by the
(Participating Restaurant name)
conditions outlined in the Culinary Arts Café application and the conditions contained herein and
officially confirms its participating in the 2019 Artisphere festival.*

Signature _____ Date: _____