

## Vendor Rules and Regulations

The following rules govern all Vendor participation in Eagan's July 4th Funfest. Please make a copy of this for your records.

1. **Set-Up and Take Down/ Staffing:** Booth positioning will be determined and assigned by the Vendor Manager. Vendor check-in opens on July 3 from 9:00 AM - 12:00 PM. All vendors must check in with their respective Vendor Manager. Any Vendors checking in after 12:00 PM on July 3 may be moved to another available location.

Funfest reserves the right to change location of a Vendor's space if unforeseen circumstances arise or said Vendor arrives after 12:00 PM on July 3. All booths must be ready to open at 3:30 PM on July 3. No early take down will be allowed. Take down may start right after closing on July 4. Take down must be completed by 10:00 AM July 5 unless you have made prior arrangements with the Vendor Manager. All booths must be opened prior to the festival start time and remain open and appropriately staffed during all festival hours of operation. All vendors must remain at the festival for the duration of the event, there is no early closing or take down. **Please remember that vendors have the sole responsibility to provide all of their own tents, trailers, tables, chairs and accessories.**

2. **Vehicle Unloading and Parking:** Vehicles are not allowed on the grass inside the ellipse without clearance from the Vendor Managers. All vehicles must be moved to the parking area by 2:30 PM on July 3, however Vendors may continue to bring more items to their booths after that time. All Vendors must get prior approval from the Vendor Managers to bring vehicles onto the festival grounds during the festival hours of operation. Vehicles not in compliance with the parking rules will be towed at the owner's expense.

3. **Food Preparation:** Food Vendor menus must remain consistent all two days, no changing menu items. All food prepared before the festival must be prepared

in a licensed and approved kitchen by order of the Minnesota Department of Health (MDH.) To maintain consistency and authenticity of the food, all food items sold at the festival must be prepared by the Vendor's employees. The Vendor Managers must approve menu additions, deletions, or substitutions, please estimate your needs accordingly.

4. **Serving Area:** Each food Vendor must have an attractive preparation and serving area. Food Vendors serving hot items must keep hot preparation materials out of public reach. This includes ovens, dispensers, warmers and deep fat fryers. Food Vendor personnel must handle all food items under the same health rules and regulations required by the MDH - all food exhibitors are required to have a fire extinguisher in each booth (5 lb. Non-toxic model #2A10BC - Class 5.)

5. **Electrical:** An electrical inspection will be performed by the State of Minnesota at the expense of the Vendor at 2:00 PM on July 3. A Festival representative will also visit your booth the first day of the event to assure your electrical service, if purchased, is adequate. All Electrical Cords must run behind your booth and out of the walkways. Any cords running in public walking areas will be required to have a ramp over them.

6. **Wearing Apparel:** All personnel in the food booths having contact with the public must wear appropriate attire for their respective duties. Serving gloves and hair nets are suggested. Particular attention needs to be given to safety.

7. **Signs and Decorating:** All Vendors are required to display a sign or banner identifying their business. The most appropriate banner size is 8' x 30". Food Vendors are required to post menus and prices on a sign, easily seen by the public, no smaller than 22" x 28".

8. **License and Insurance:** The MDH requires that all food Vendors hold a valid food license. All participating Vendors must secure liability insurance and additionally insure Eagan Funfest on their insurance policy. All Vendors must

provide Funfest Vendor Managers a copy of the certificate of insurance along with their application.

○ Requirements:

- \$1,000,000 Each Occurrence / \$2,000,000 Aggregate for general liability
- \$1,000,000 Auto Liability
- Workers Compensation
- List Eagan's July 4<sup>th</sup> Funfest and the City of Eagan as additional insured on a primary/noncontributory basis including waiver of subrogation.

9. **Sanitation:** All Vendors are responsible for maintaining acceptable standards within their booth. Each Vendor is responsible for disposal of their own trash into the dumpster located on the festival grounds. Please bring bags and plan accordingly. Vendors are prohibited from using trash containers intended for festival patrons. Overflowing trash containers are not acceptable. At closing each night, Vendors must put all boxed or bagged trash into the designated dumpster. Vendors must provide adequate personnel to comply with these garbage removal requirements. Food Vendors are responsible for the cleanup of all grease, oil, and food spillage at their food booth. Cardboard or other suitable flooring must be used wherever grease, oil, charcoal or food spillage is likely to occur. All gray water must be disposed of in the designated location. All grease and oil must be taken with the Vendor. There are no grease or oil receptacles on the premises. Do not dump any substances on the grass.

10. **Use of Vendor Space:** Keep the area directly in front of your booth clear of merchandise or signage. Outside space at rear of booth may be used for storage. No strolling or mobile unit sales may be set up without permission of the Vendor Managers. All business or other activity for which Applicant has rented space must be conducted in a professional way within your designated area. No distribution of literature, sales or sampling may be done. No inappropriate items will be sold in your booth such as weapons, drug related items of any kind, or any item deemed inappropriate by the Vendor Manager. Vendor Manager reserves

the right to ask said Vendor to remove any inappropriate item from their booth. Food Vendors will use their assigned space only for the purpose of selling menu items. All Vendors must stay within their assigned space.

11. **Disclaimer:** The Eagan July 4th Funfest enforces normal precautions to guard the safety of its participants. It can assume no responsibility for events or conditions beyond its control and cannot be responsible for the security of personal belongings or valuables in your booth. There are no secure areas at the festival. Vendor belongings and personal items are the responsibility of the owners. Please remember that Eagan Funfest takes place on property controlled by the City of Eagan and Dakota County. All rules of these agencies are strictly enforced throughout Eagan Funfest. Any Vendor that is found in violation of these rules, regulations or ordinances may be expelled from Eagan Funfest without refund or compensation. Vendor is also responsible for any expenses incurred by said Government body or expenses resulted in fines to Eagan Funfest.

### **Vehicle Access to Festival Grounds**

We understand that equipment trucks and personal vehicles are allowed on the festival grounds on July 3rd until 2:30 PM and after 11:00 PM; and on July 4th prior to 11:00 AM and after 11 PM. We further agree to provide vehicle identification information when checking in for all vehicles that will be entering the festival grounds. There is absolutely no vendor vehicle parking or travel allowed on the festival grounds during festival hours. Failure to comply with this policy will result in the towing of your vehicle, prohibition from participating in future events or other penalties as appropriate. Any expenses associated with a towed vehicle will be the responsibility of the vehicle owner.

### **Payment Terms**

All vendors agree that all fees paid to Eagan Funfest are non-transferable and

that no booth space may be sublet, reassigned or otherwise transferred to a third party without written approval from a Vendor Manager. Payment is due in full. All vendors will settle each night with the vendor manager at a rate of 20% of gross sales receipts. On the last night, the vendor fee will be subtracted from the amount due. Applicant's signature on this registration releases and forever discharges Eagan's July 4th Funfest, Eagan's July 4th Funfest Committee, City of Eagan, all sponsoring organizations, and their elected officials, directors, employees, agents and volunteers from any responsibility, personal liability, or claims of loss or damage arising out of or in connection with participation in Eagan's July 4th Funfest. Eagan's July 4th Funfest is not responsible for any injury sustained by patrons, exhibitors, or guests. Applicants store, utilize and exhibit materials at applicants own risk. By signing below I am confirming that I have read the Vendor Rules and Regulations and communicated them with all staff and representatives who will be supporting the event.