

### Dear Prospective Food Vendor:

Thank you for your interest in the Festival of Flight at New Garden Flying Field. This year's event is scheduled for August 20 & 21. Space is limited so I encourage you to send your request as soon as possible. Electricity on the field is limited. We request that you plan on using propane or bring a generator for your booth.

All vendor space is approximately 12'x12' but will vary depending on requirements and availability. The space fee is \$200.00 plus 25% of gross sales. The Vendor agrees to file a report of sales with commission immediately following the end of the Festival of Flight. (A 25% of gross sales fee will be due after the event from all food vendors.)

All vendors will be required to bring their own tables, chairs, tents, etc. The Vendor hours are:

### **Saturday and Sunday, August 20 and 21, 2016 9:00am - 5:00pm**

Admission will be charged during the above hours, so you must be set up and ready to go. Please note that all vehicles must be cleared of the area by 8:30am!

All the necessary documents are enclosed for your review.

### PLEASE SIGN AND MAIL BACK PRIOR TO THE DEADLINE OF June 1, 2016

(299 Starr Road Landenberg PA 19350)

- 1. Food Concession Application
- 2. Vendor Concessions
- 3. Vendor Rules and Regulations
- 4. Self-Inspection Acknowledgement
- 5. Health or Food Handlers Certificate

Please make sure you have a current fire extinguisher in your booth space. I am looking forward to working with you. If you have any questions, please send them to jmartin@newgarden.org.

# FOOD CONCESSION APPLICATION Please complete and return this application.

Organization Name:			
Contact Person:			
Address:			
Phone: (business)	(home)	(cell)	Email
Have you participated in this	event in the past? Circle	one: Yes No	
TYPE OF O	CONCESSION STAND	& UTILITY REQ	UIREMENTS
Self-contained trailer?	Circle one: Yes No		
Other (please describe)			
Propane? Circle	one: Yes No		
Electricity required? Circle	one: Yes No (An	additional fee of \$5	0 will apply)
The booth fee is \$200.00 plus and notified no later than July	<u> </u>		be selected from this application k will be returned.
TO ASSURE YOUR RESER NO LATER THAN June 1,		ND THIS APPLICA	ATION to the address below by
N	o refunds for cancellat	ions after July 31, 2	2016
I have read the Air Show Rul	es and Regulations. I ag	ree to comply with al	ll the rules and regulations.
Signature	Title		Date

## **VENDOR CONCESSIONS**

Please list all items you wish to sell. Only items listed will be considered. The Festival of Flight must approve all items and reserves the right to eliminate any item specified on the sheet.

	ITEMS		
	Use additional sheets as necessary		
	VEHICLES WILL NOT BE A	LLOWED ON THE AIRFIELD after 8:30am.	
	dor vehicles <b>must</b> park outside of ran ments are made with the airport mana	np areas or in designated vendor areas, unless prior ager.	
•	Vehicle	License Number	
	Year, Make, Model		
1	Name	Cell Phone	

### **VENDOR RULES AND REGULATIONS**

The management of the Festival of Flight reserves the right to amend, add to, and interpret the following Rules and Regulations.

- 1. The Vendor will not be allowed to open until all the preliminary requirements set forth have been met.
- 2. Vendor will conduct its business in a quiet and orderly manner; will deposit all rubbish, garbage, tin cans, paper, etc., in approved receptacles.
- 3. Vendor will submit to the Festival of Flight a list of concession items to be sold.
- 4. Vendor shall pay all required fees, taxes, deposits and shall obtain licenses applicable to the operation of exhibit, and shall be responsible for other city, county, and state permits, and licenses required by law. Permittee may need to furnish receipts for license fees, tax deposits, and certificates of insurance, etc. prior to the event.
- 5. Vendor will comply with all laws, rules and regulations of federal, state and local governments, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by the Air Show, nor engage in other business whatsoever upon or within said premises, except that which is herein expressly stipulated and contracted for.
- 6. Vendor will cause to be posted in a conspicuous manner at the front entrance to the concession(s) a sign showing the prices for the articles offered for sale to the public.
- 7. Vendor must, at its own expense, keep the concession space properly arranged and clean. All concessions must be clean, all coverings removed, and concessions ready for business at least 30 minutes before the event is open to the public (9:00am). Receptacles will be provided at several locations to receive vendor's trash, and such trash must not be swept into the aisles or streets or any public place.
- 8. All sound-producing devices used by vendor within or outside its space must be of such a nature and must be so operated as to not cause annoyance or inconvenience to its patrons or the other Concessionaries or vendors and the decision of the Festival of Flight as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may only be installed within or outside any space only by first obtaining written permission thereof from the airport manager 10 days prior to the event.
- 9. Vendor agrees to release, indemnify and hold the New Garden Flying Field and New Garden Township, its representatives, officers, agents, and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever including all costs, attorney's fees, and express incidental thereto, which may be suffered by, or charged to, the New Garden Flying Field and New Garden Township arising out of the Owner's use of the airport, or by reason of any loss of or damage to any property or injury to, or death of, any person arising out of or by reason of any breach, negligence, violation or non-performance by Owner or its servants, employees, agents, representatives, or customers of any covenant or condition of the agreement or by any act or failure to act by those persons. The New Garden Flying Field and New Garden Township shall not be liable for its failure to perform or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by an Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond control.
- 10. Vendor is entirely responsible for the space allotted to Vendor and agrees to reimburse the Air Show day for any damage to the real property, equipment, or grounds used in connection with space allotted to Vendor, reasonable wear and tear and damage from causes beyond Vendor's control excepted.

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- 11. No Vendor will be permitted to sell or dispose of alcoholic beverages as defined in the Alcoholic Beverage Control Act.
- 12. Failure of the Festival of Flight to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
- 13. The Air Show shall have the privilege of inspecting the premises covered by this agreement at any time or at all times.

I have read the Festival of Flight Rules and Regulation	ons. I agree to comply with all the rules and regulations.
Signature	Date