

## **Bacon Fest Portage 2019**

### **GENERAL VENDOR INFORMATION**

Bacon Fest Portage is a one day Festival on Saturday September 14th, 2019. The festival will be open to the public from 11:00am - 9:00pm. Vendors may begin setting up no earlier than 7:00am and are required to be set up and ready for business by 10:30am. **For liability reasons, no vehicles will be allowed in the vendor areas after 10:30 am! NO EXCEPTIONS!** Vendors are required to stay for the duration of the event and may not leave until 9:00pm. Bacon Fest will be held at the Founders Square Park on Central Ave. The Bacon Fest is a rain or shine event. Parking is available within the vicinity but not all spaces will be within close proximity of vendor's row. Vendors must submit an application for Bacon Fest review. Applications will be reviewed and then accepted or denied, vendors that are accepted will be on a first come first serve basis. If you have any questions, contact Amy Armstrong 219-232-8599 Amy@baconfestportage.com.

The Bacon Fest Organizers will carry insurance; however, this insurance will not under any circumstances cover losses of any kind incurred by a Vendor or their employees or staff. Said insurance will not cover the Vendor should a claim of liability arise between the Vendor and any attendee. Vendors are responsible for obtaining their own general liability insurance for the Event date, including setup and takedown times. The Vendor hereby indemnifies Bacon Fest event organizers and the City of Portage against any claim or suit arising between Vendor, contractor or attendee during the period of the Event. Vendors accept all risks associated with the use or occupancy of their space shall not make any claim or demand to take any legal action whatsoever against the Bacon Fest Managers, attendees or City for any loss, damage, or injury howsoever caused to the Vendor, their officers, employees, agents or their property. Vendors agree to indemnify and hold harmless Bacon Fest Management against all claims, fees, losses, suits, damages, judgments, expense costs and charges of every kind resulting from the Vendors occupancy of the space for any reason or resulting from personal injuries, death, property damages or any other cause sustained by the Vendors or its employees, agents. Bacon Fest Portage

## **2019 GENERAL GUIDELINES—VENDOR SPACE AGREEMENT**

- All vendors shall be held responsible for the actions of their employees, agents and persons working in connection with their stand.
- Any use of the Bacon Fest logo or name needs to be approved by the director of Bacon Fest. If logo or name is used wrongly or without approval you will not be allowed to sell the item and/or asked to leave.
- Your booth price is dependent upon the date you actually register and pay, not the date you apply.
- Vendor spaces will be assigned. Subleasing of spaces is prohibited. A shared space is permitted, but each party must submit a separate application.
- Vendors are accepted on a first come first serve basis. Booth location may be requested, but is not guaranteed to be fulfilled.
- Vendor booths must be open and staffed during the entire duration of the festival. Anyone arriving late, leaving early, or breaking down during festival hours may be asked to leave and will not be permitted to return to Bacon Fest in future years.
- Vendors must provide all materials for booth space; including tables, chairs, equipment and tents. Tents are required.
- No music or sound systems are allowed.
- Vendors may not consume alcohol on Festival grounds. Violations will result in immediate booth suspension and any future participation.
- Smoking is not permitted in any booth
- Vendors are responsible for the space leased to them. They will not injure or deface the premises and will be required to clean up their space after the event has taken place.
- Anyone not acting in accordance with Bacon Fest guidelines will be removed from the premises, forfeit any money paid, and not be allowed to vend.
- **NO WATER IS TO BE SOLD, ONLY WATER SOLD IS CITY POINT CHURCH**

## **SANITATION, HEALTH & SAFETY**

All food concession and produce vendors must have a current health permit from Porter County Indiana. Health permit information can be obtained from the Porter County Health Department. Porter County Administration Building. 155 Indiana Ave. Valparaiso, IN 46383. (219) 465-3525.

The temporary food permit fee is \$20/day (\$100 maximum per event up to 14 days).

**Temporary food vendors must apply for a food permit at least 7 days prior to setting up at the event.**

Same day approval of a temporary food permit application is not guaranteed. The permit application has to be reviewed by Foods Division staff. The temporary food permit application must be completed in full. Also, all supporting documentation requested on the application must be provided (e.g. copy of food handler certification, commissary agreement with licensed kitchen, out-of-county or out-of-state food establishment permit for commissary).

The Bacon Fest will provide garbage cans. It is the responsibility of the vendor to keep their area clean and to remove all empty boxes and containers at the end of the event. It is unlawful to consume or sell alcoholic beverages on the Bacon Fest grounds. Vendors are not permitted to smoke in their vendor space. Vendors must keep all merchandise, refuse and personal property within the defined space allocated in their rental agreements. Potentially hazardous food items, (meats, poultry, etc.,) stored or displayed prior to sale shall be maintained at a temperature of 45 degrees F or below. An ice chest with a drain can be used for cooling. No vendor shall permit seepage or leakage of water or fluids from any part of their space into the public areas or other vendors' spaces. Vendors are responsible for the safeguard of their products, supplies, and money. The Bacon Fest director or Portage Park Department is not responsible for loss or theft. Vendors, by signing the vendor application, agree to protect and hold the Bacon Fest manager, City of Portage, and the Portage Park Department harmless and to indemnify them from any and all claims, demands, suits, actions, judgments and recoveries for or on the account of damages, theft or injury (including death) to property or person occurring as a result of lessee's use of the leased property and any other cause whatsoever. The Vendor further agrees that Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the City of Portage, Indiana, its employees, agents and officers, and the members of the Portage Park Department, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Bacon Fest, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Portage, Indiana, its employees, agents and officers, and the members of the Portage Park Department. I have read and understand the entire Vendor agreement and will follow the rules and regulations set forth. Failure to comply with any or all of the rules will terminate the

agreement between the Vendor, Bacon Fest, and the City of Portage Parks and Recreation Department.

## **WATER**

Running water is not available for Bacon Fest. There will be a filling station provided. You will need to bring a hose to connect to the hydrant.

## **ELECTRICITY**

Founder's Square has limited electricity for food vendors. Bacon Fest will only be providing 2 standard 110V outlets, any special plugs or extra outlets for your booth will need to be provided by you. Please be advised of what type of power you need. If you pop breakers during the beginning of Bacon Fest, you will be unplugged and you must get a generator. Generators will be allowed but not provided so if you need one for extra power to your booth please arrange to bring your own.. Quiet generators are recommended if you need electricity. Decibel levels must be below 70dB. Please bring extension cords (in good condition), as well as any power strips you need. All cords need to be 8 or 10 gauge. **For non food vendors, requesting electric is a request only, and is not guaranteed**

## **CANCELLATION OF CONTRACT:**

If this Agreement is cancelled for any reason, or by Bacon Fest Management because of the Vendors default or violation of this Agreement, money paid to Bacon Fest Management shall be retained as follows: If cancellation occurs 30 days or more before the first day of the show, Bacon Fest Portage shall retain deposit and shall return the balance paid to Vendor. If cancellation occurs within 29 days or less prior to the first day of show, Vendor is liable for the entire cost of the booth space, which includes money paid and any outstanding balance. Bacon Fest will retain this money as damages for the direct and indirect costs incurred by Bacon Fest for organizing, setting up and providing space for the Vendor, and losses and additional expenses caused by Vendors. To receive a refund, cancellations must be in writing.

## **TIME CHANGE:**

Take notice that Bacon Fest Portage is until 9 pm this year. Please provide your booth with some sort of lights and extension cords. **NO BOOTH IS TO PACK UP BEFORE 9 PM OR YOU WILL NOT BE ALLOWED TO RETURN.**

## **Bacon Fest Portage 2019 Vendor Booth Fee**

### **Arts/Craft Booth**

Application Deadline

January 1 – March 31, 2019 \$70

April 1st-- June 30th 2019 \$85

July 1st-- July 31st 2019 \$105

August 1st-- August 31st 2019 \$125

### **Direct Sales/Non Craft Booth**

Application Deadline

January 1 – March 31 2019 \$80

April 1st-- June 30th 2019 \$100

July 1st-- July 31st 2019 \$120

August 1st-- August 31st 2019 \$140

### **Commercial Booth**

Application Deadline

January 1 – March 31, 2019 \$150

April 1st-- June 30th, 2019 \$170

July 1st-- July 31st, 2019 \$190

August 1st-- August 31st, 2019 \$210

### **Food Truck/Trailer Vendors**

Application Deadline

January 1 – March 31, 2019 \$150

April 1st-- June 30th, 2019 \$175

July 1st-- July 31st, 2019 \$200

August 1st-- August 31st, 2019 \$225

### **Food Tent Vendors For EACH 10x10 space (you are allowed up to 3 spaces at the cost below) \*\*\*SEE BELOW**

Application Deadline

January 1 – March 31, 2019 \$100

April 1st-- June 30th, 2019 \$115

July 1st-- July 31st, 2019 \$125

August 1st-- August 31st, 2019 \$150

**\*\* ALL OF COOKING/SELLING NEED TO BE IN YOUR 10X10 SPACE. IF YOU NEED SPACE BEHIND YOUR AREA YOU WILL BE CHARGED AN EXTRA BOOTH FEE. BOOTH SPOTS WILL BE MARKED IN 10X10 SQUARES**