



Blackstone River Theatre Summer Solstice Festival

Saturday, June 18, 2022 • 11 a.m. to 7 p.m.

(Rain date: Sunday, June 19)

at Diamond Hill Park, Rte. 114, Cumberland, RI

Tickets: \$20 adults, \$15 seniors, children \$5, kids under-5 free!

Call (401) 725-9272 for information or visit www.riverfolk.org

2022 FESTIVAL FOOD VENDOR APPLICATION

Please complete, sign, copy and return application along with your check by May 16, 2022.

Return with check made payable to: Blackstone River Theatre

Mail to: Blackstone River Theatre, 549 Broad Street, Cumberland, Rhode Island 02864.

This application will not be accepted without payment in full and copies of **your sales tax license, food vendor permit and Certificate of Liability Insurance naming: Blackstone River Theatre Summer Solstice Festival, Blackstone River Theatre and the Town of Cumberland as additional insureds on a primary and non contributory basis.** *Upon acceptance of this application, an e-mail confirmation will be sent to you.* This agreement is between the company named below (hereinafter referred to as VENDOR) and the Blackstone River Theatre Summer Solstice Festival (*herein designating the Blackstone River Theatre Summer Solstice Festival, Blackstone River Theatre and the Town of Cumberland*).

PLEASE NOTE THAT THERE ARE NO EXCLUSIVES REGARDING FOOD/BEVERAGE PRODUCTS.

12' x 10' space for for-profit businesses/food trucks - \$175.00

8' x 8' space for nonprofits or standalone carts - \$ 75.00

NOTE: ADD \$30.00 PER ELECTRICAL OUTLET (IF NEEDED) TO THE ABOVE FEES.

ALL VENDORS ARE RESPONSIBLE FOR PROVIDING THEIR OWN TABLES, CHAIRS & STAFF AND EVERYTHING NEEDED FOR HANDLING MONEY (CHANGE, CREDIT CARD MACHINES ETC.)

NOTE: FOOD VENDORS are required to *arrive and check in* at the VENDOR CHECK-IN BUILDING by 8:00 A.M. and to be totally set up by 10:00 A.M. and are subject to an inspection by the Cumberland Fire Department and R.I. Department of Health. *If your booth space includes an enclosed area, you are solely responsible for providing required fire exit signs and fire extinguishers for your own space.*

• **VENDORS WHO WILL BE COOKING ON PREMISES will** be able to drive on-site and remain with necessary vehicles; if additional vehicles are used, they can drive in and unload *but then you must move that vehicle back to the designated vendor parking lot area by 9:00 A.M.*

• **NO ALCOHOLIC BEVERAGES CAN BE SOLD or given out under any circumstances!**

• ***Free admission to the festival will be given to TWO ADULTS*** working at each booth – this includes the VENDOR and 1 helper. **SPECIAL EXCEPTIONS WILL BE MADE IF ADDITIONAL WORKERS NEEDED TO OPERATE BUSINESS – please advise!** *Other people attending the festival must purchase tickets.*

VENDOR LICENSE / INSURANCE

A copy of your Food Vendor License **and** R.I. Sales Tax Certificate is a prerequisite for vending at the Summer Solstice Festival along with **CERTIFICATE OF LIABILITY INSURANCE** naming **BLACKSTONE RIVER THEATRE SUMMER SOLSTICE FESTIVAL, BLACKSTONE RIVER THEATRE and THE TOWN OF CUMBERLAND AS ADDITIONAL INSURED ON A PRIMARY AND NON CONTRIBUTORY BASIS.**

2022 BLACKSTONE RIVER THEATRE SUMMER SOLSTICE FESTIVAL FOOD VENDOR INFORMATION

Company Name _____

Contact Person _____

Full Address: _____

Phone: _____ DAY OF/CELL: _____ E-mail: _____

Food Vendor license no. _____ Sales Tax ID no: _____

Type of Food/drink _____

Vehicle Reg. _____ Vehicle Type _____

INSPECTION: All food vendors are subject to a fire inspection by the Town of Cumberland Fire Department. Vendors must have a general fire extinguisher (20 lb is best; minimum 10 lb.) *or you will not be able to serve food at the festival!*

ELECTRICAL NEEDS: Please let us know if your food vending operation is totally self-contained in a vehicle or as a standalone cart. If you DO need to have access to electricity (ONLY ONE PLUG IN PER OUTLET) **please list your needs below in detail.** The Festival will NOT provide any supply lights, lamps or extension cords etc. **ADD \$30.00 PER ELECTRICAL OUTLET TO YOUR RENTAL FEE.**

SUNDAY RAIN DATE: Are you able to attend and serve food Sunday, June 19, IF RAIN DATE IS MADE

NECESSARY BECAUSE OF Saturday, June 18 rain postponement? YES _____ NO _____

1. Premises

Blackstone River Theatre and the Town of Cumberland do hereby lease and VENDOR does hereby rent from Blackstone River Theatre and Town of Cumberland, an AREA on the festival grounds (the Booth) designated by Blackstone River Theatre for the sale by VENDOR of its goods. The area assigned to VENDOR will be at the sole discretion of Blackstone River Theatre. VENDOR agrees to construct and maintain all displays within the perimeters of the 12' x 10' or 20' x 10' Booth space (if requested).

2. Term

The term of this lease shall be one day, commencing at 9:00 AM on June 18, 2022, and ending at the Festival's closing, 6:00 PM on June 18, 2022. **In the event of rain cancellation for June 18, 2022 (which will be determined by 5 PM on Friday, June 17),** the term of this lease shall be one day, commencing at 9:00 AM on June 19, 2022, and ending at the Festival's closing, 6:00 PM on June 19, 2022. VENDOR understands that this Agreement is for the term stated herein and that this Agreement imposes no obligation or liability on Blackstone River Theatre with respect to booth space rental in subsequent years. VENDOR understands that this is an outside event and that rental fee is non-refundable even in the event of rain both days. **If FESTIVAL is cancelled on June 18, 2022, it will run on June 19, 2022, rain or shine.**

3. Use of Booth

VENDOR agrees that it will sell only those food items that have been approved in advance by Blackstone River Theatre Summer

Solstice Festival. VENDOR understands and agrees that Blackstone River Theatre Summer Solstice Festival, in its sole discretion, may refuse at any time to allow VENDOR to display and/or sell any food that for any rational reason it deems inappropriate. Blackstone River Theatre Summer Solstice Festival will not be responsible for any financial loss incurred by VENDOR if any food(s) that were not approved in advance must be removed from the Vendor's Booth as deemed inappropriate.

VENDOR further agrees that it will not use or permit the Booth to be used for any illegal, disorderly or improper purpose in violation of any rules or regulations of Blackstone River Theatre Summer Solstice Festival and the Town of Cumberland. VENDOR agrees to ensure that all structures will be constructed in a safe and secure manner. Blackstone River Theatre Summer Solstice Festival reserves the right to remove any unsafe displays at any time. Vendor agrees to keep the BOOTH neat, clean and free of debris at all times during the festival. **ALL VENDORS ARE RESPONSIBLE FOR TAKING AWAY ANY TRASH GENERATED BY THEIR BOOTH AT CONCLUSION OF FESTIVAL!!!**

4. Licenses and Permits For Food Vendors

VENDOR shall obtain all licenses and permits required by any governmental authority in connection with the sale of VENDOR's goods or other goods at Blackstone River Theatre Summer Solstice Festival. *Because food is being served, VENDOR agrees that it will secure the necessary food permits as required by the Rhode Island Board of Health Dept.* VENDOR further agrees that it will secure the necessary fire extinguishers as required by the Cumberland Fire Department if booth set-up dictates.

5. Hours of Operation

VENDOR understands and agrees that the Booth must be set up and ready for operation by no later than 10:00 AM on June 18, 2022, (or no later than 10:00 AM on June 19, 2022, should a rain date be necessary.) **VENDOR's booth must be open at all times** during the operational hours of the Festival, 11:00 AM to 6:00 PM.

6. Removal of Goods

VENDOR shall **remove its goods and all of its property from the festival grounds within 60 MINUTES of the official closing** of Blackstone River Theatre Summer Solstice Festival. Any goods and property not removed by the VENDOR by that time shall be considered abandoned and the Blackstone River Theatre Summer Solstice Festival may dispose of said goods and property in any manner it deems fit. VENDOR shall leave the area in the condition in which the area was received by VENDOR prior to the festival, and VENDOR shall be responsible for the removal from area site and the disposal of all boxes, signs, trash, displays or any other items used by the VENDOR in the area during the course of said BRT Summer Solstice Festival.

7. Indemnification and Liability Insurance

The VENDOR understands that the festival grounds are the property of The Town of Cumberland. To the fullest extent permitted by law, VENDOR agrees to indemnify and hold harmless the Blackstone River Theatre Summer Solstice Festival (*herein including Blackstone River Theatre Summer Solstice Festival, Blackstone River Theatre and the Town of Cumberland, the Blackstone River Theatre Board of Directors, Officers and Agents*) against and from any and all claims, actions, causes of action, damages, costs and expenses, including reasonable attorney fees, arising from or relating in any way to the conduct or management of VENDOR's business on the festival grounds, **including the use by VENDOR of any vehicles on the festival grounds.** Even if caused in part by the parties indemnified herein, it is further understood and agreed that the Blackstone River Theatre Summer Solstice Festival, Blackstone River Theatre and the Town of Cumberland, the Blackstone River Theatre Board of Directors, Officers and Agents shall not be liable for any damage whatsoever to person or property sustained by the VENDOR, its Employees, Agents or Customers. The VENDOR hereby waives all claims, actions, causes of actions, damages, cost and expense which VENDOR, its Employees, Agents, Customers may have against Blackstone River Theatre Summer Solstice Festival, Blackstone River Theatre and the Town of Cumberland, the Blackstone River Theatre Board of Directors, Officers and Agents for any damage whatsoever to any person or property sustained by VENDOR, its Employees, Agents, or Customers.

NOTE: EACH VENDOR MUST ALSO SIGN A COPY OF THE FORM DWC11-IC WHEN CHECKING IN WHICH STATES THAT VENDOR IS AN INDEPENDENT CONTRACTOR AND NOT AN EMPLOYEE OF THE BLACKSTONE RIVER THEATRE SUMMER SOLSTICE FESTIVAL, BLACKSTONE RIVER THEATRE, OR THE TOWN OF CUMBERLAND.

8. Inspection

Blackstone River Theatre Summer Solstice Festival shall have the right to inspect the Booth and VENDOR's goods at any time.

9. Default

In the event VENDOR shall not comply with any of the terms and conditions of this Agreement, including those so noted above, the Blackstone River Theatre Summer Solstice Festival may terminate this Agreement immediately, in which case the Blackstone River Theatre Summer Solstice Festival shall have no further liability or obligation to the VENDOR. The Blackstone River Theatre Summer Solstice Festival's right under this paragraph 9 shall include, but not be limited to, the right to expel VENDOR from the Festival grounds.

10. SALES TAX

VENDOR agrees to comply with Rhode Island law which requires every person making sales at retail in Rhode Island to be registered with the State of Rhode Island Division of Taxation. **SEND US A COPY OF YOUR CERTIFICATE PLEASE!**

11. Miscellaneous

VENDOR agrees to abide by all decisions made by the Blackstone River Theatre Summer Solstice Festival with respect to operation of said Festival, and the booths, including any decisions made during the course of the festival. VENDOR also understands that Blackstone River Theatre Summer Solstice Festival is an "open air" festival, that the festival grounds are located on the grounds of Diamond Hill Park and that the Vendor's Booth will be outside. VENDOR has the sole responsibility for protecting VENDOR's goods and property in the event of fire, theft, vandalism, rain or any other inclement weather, or any other interference with the operation of the festival, and VENDOR understands and agrees that the Blackstone River Theatre Summer Solstice Festival has no responsibility, liability, or obligation with respect to damage of VENDOR's goods and property, regardless of the cause of said damage.

By submitting and signing this form you are stating that you agree to all the terms/conditions of this agreement as stated above.

Name _____ Signature _____

Company _____ Date _____