



Dear Food Truck Vendor,

On behalf of Shelby Farms Park Conservancy, I would like to invite you to participate in the **Down to Earth Festival** on **Saturday, April 1, 2017**.

*Booth space is limited, and all participants must submit a description of products and/or services to be shown before being confirmed for participation. All food truck vendors must belong to the Memphis Food Truck Alliance.*

**Contracts and payments are due MARCH 24, 2017. Space is will fill fast, so don't wait till the last minute to register to ensure your place!**

The *Down to Earth Festival* is a one-day outdoor event featuring environmental education and activities, entertainment and fun for all ages. The festival will offer a variety of environmentally-friendly exhibits, arts and crafts, live music and entertainment, an assortment of food and beverages, nature hikes, tree top ropes course + zip lining, and much more! NEW THIS YEAR, Down to Earth Festival returns to the new Heart of the Park development showcasing incredible views of the 80 acre Hyde Lake.

**The 2016 Down the Earth Festival will take place on Saturday, April 1, 2017 from 10 AM – 5 PM. THIS IS AN OUTDOOR FESTIVAL AND WILL TAKE PLACE RAIN OR SHINE!**

Please visit our website at [www.shelbyfarmspark.org](http://www.shelbyfarmspark.org) for additional information.

Please feel free to contact me if you have any questions or need additional information. You may return your **completed Contract with payment** to me directly. I look forward to hearing from you!

*Natalie M. Wilson*

**Natalie Wilson**  
**Senior Manager of Events + Programs**  
nwilson@shelbyfarmspark.org  
901.222.7267

# 2017 Down to Earth Festival at Shelby Farms Park

## FOOD VENDOR Agreement

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN **Shelby Farms Park Conservancy** (SFPC) and \_\_\_\_\_ (**Concessionaire**)

on \_\_\_\_\_, 2017, for the **Down to Earth Festival** on **Saturday, April 1, 2017**.

**Concessionaire** must be skilled and experienced in the selling of food and beverages to large crowds of people, have potable facilities, and willing to comply with all applicable Memphis and Shelby County Health Department regulations, in order to sell food and beverages at this event.

*\*\*This is a **GREEN** event, so **no electricity provided**. Please provide your QUIET generator. \*\**

**The Concessionaire must agree to the following terms:**

### **Fees and General Provisions:**

- **Concessionaire** agrees to pay a fee of **\$150.00** for space at this event. This fee is payable to Shelby Farms Park Conservancy and due upon signing of this Agreement.
- **Concessionaire** agrees to provide Shelby Farms Park Conservancy with a **certificate of insurance**, naming Shelby Farms Park Conservancy as the additional insured at least fourteen (14) days prior to the date of the Festival and to maintain such insurance during the event.
- **Concessionaire** must provide their own vehicle and/or tent, and be responsible for their own set-up and tear-down.
- **Concessionaire** agrees to abide by all set-up conditions and times, participate during the official event hours, and place their booth or vehicle in the location assigned. No changes in location will be made during the event, unless necessary for protection from weather.
- **SFPC reserves the right to relocate all vendors according to official event "rain layout" if necessary due to inclement weather on the date of the event.**
- **Concessionaire** must provide a fire extinguisher and present to Event Manager on-site at time of set-up and maintain onsite during event. If fire extinguisher is not presented, Concessionaire must purchase one at their own expense before being allowed to operate at this event.
- **Concessionaire** agrees to bag all garbage/trash and dispose of at the designated dumpster prior to departing event grounds.
- **Concessionaire** agrees to recycle all items as appropriate at the recycling facilities onsite.
- **Concessionaire** agrees to be set up and ready to do business by 10:00am prior to the event opening and remain open until 5:00 pm. Concessionaire may not remove any equipment or supplies until after the 5:00 pm closing.

- **Concessionaire** will receive two (2) parking spaces in a designated area. Concessionaire shall not leave set-up vehicles unattended anywhere on the event grounds. Improperly parked vehicles will be ticketed and towed at the owners' expense. The vehicle used for set up must be removed to a designated parking area **thirty (30) minutes prior to opening**.
- **Concessionaire** and their employees may NOT consume alcoholic beverages while working event.

**Food, Beverage and Supplies:**

- **Concessionaire** must have at least **one or more** healthy food offerings.
- **Concessionaire** agrees to **use ONLY** biodegradable paper products (napkins, utensils, plates and cups) and/or recyclable and/or compostable products. **No Styrofoam products allowed at this event.**
- **Concessionaire** agrees to sell only items as listed in **Section I** below.
- **Concessionaire** agrees he/she is permitted to sell only items listed, and that he/she will sell all of the items listed on the day of the event. *Shelby Farms Park Conservancy must approve in writing any variation from this list after execution of this Agreement.* If **Concessionaire** sells or attempts to sell any item not listed, **or** fails to offer for sale any item listed, **or** deviates from the listed price, the **Concessionaire** understands that he/she may be immediately evicted from the Down to Earth Festival at Shelby Farms Park without refund of any fees paid and that he/she may not be permitted to participate as a concessionaire at an event in the future.
- **Concessionaire** warrants that it will sell food of the highest possible quality and will insure that all food stuff sold is fit for human consumption. Concessionaire agrees to save and hold harmless Shelby Farms Park Conservancy, its officers, directors, employees, and volunteers, from any action on account of failure to provide foods of high quality fit for human consumption and, as a result of any breach of the warranty in this paragraph or as the result of the negligence on the part of Concessionaire or its employees in connection therewith.
- **Concessionaire** agrees not to sell any wine, alcohol or beer.
- **Concessionaire** may submit a request to Shelby Farms Park Conservancy for the sale of unique, specialty beverages that are normally an inherent art of the Concessionaire's restaurant theme. Request must be writing and submitted with returned, signed Agreement. Shelby Farms Park Conservancy has the sole and complete right to grant or deny any requests.
- **Concessionaire** agrees to provide: **(1)** Cash box and appropriate change for duration of event, **(2)** Sufficient staff for expedient service based on expected attendance, and **(3)** Any other items necessary for compliance with the Shelby County Health Department (hand wash facilities, appropriate refrigeration, etc.) \* See "Insurance and Licenses" section below

**Electrical Power, Water and Technical**

**\*\*This is a GREEN event, so no electricity provided. Please provide your QUIET generator. \*\***

**Insurance, Licenses, etc.**

- **Concessionaire** agrees to obtain all required permits by the City of Memphis or County of Shelby and to meet all regulations imposed by the Memphis and Shelby County Health Department and the Memphis/Shelby County Fire Department.
- **Concessionaire** agrees to provide a valid caterer's permit.
- **Concessionaire** agrees to pay all applicable sales tax and to remit same to the proper government authorities. Concessionaire further agrees to secure all necessary occupational licenses not already held.
- **Concessionaire** agrees that Shelby Farms Park Conservancy has the sole right to terminate this agreement at any time with or without cause.

This agreement shall be binding upon the parties hereto, their heirs, successors, or assigns.

This Agreement contains the entire understanding between Shelby Farms Park Conservancy and the **Concessionaire**. No other representations have been made. Modifications or waivers of any provision(s) shall not be binding on either party, unless provided in writing and signed by the parties involved.

The parties below indicate their agreement to the terms and conditions of this Agreement by their signatures written below.

\_\_\_\_\_ By: \_\_\_\_\_  
**Concessionaire** (Please Print) (Signature)

**Shelby Farms Park Conservancy/ Down to Earth Festival** By: **Natalie Wilson**

**Concessionaire** attests that it is operated as follows (*Circle One*):  
 Organization      Individual      Partnership      Corporation

**Vendor Name:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Onsite Contact** (if different): \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell (Required):** \_\_\_\_\_ **Email:** \_\_\_\_\_

**SECTION I: Product Description and Prices**

**Concessionaire** agrees to sell only the items as listed below. (*Attach separate sheet if needed*)  
Please identify all **Healthy (H)** and/or **Locally-sourced (L)** food options.

	<u>ITEM</u>	<u>RETAIL PRICE</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

**SECTION II: Booth Space Confirmation**

**Booth Fee (\$150)** \$ 150

**Late Contract + Payment Fee** (received after March 25, 2016)  **\$15**

**TOTAL AMOUNT DUE** \$ \_\_\_\_\_

Select form of Payment:  **Check** (payable to Shelby Farms Park Conservancy)

**Credit Card** (not AmEx) # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV \_\_\_\_\_

**DEADLINE FOR SIGNED CONTRACT AND PAYMENT – MARCH 24, 2017.**

**\* Contracts and/or payments received after March 24<sup>th</sup> will be charged a \$15.00 late fee.**

Please return completed vendor contracts to:

Shelby Farms Park Conservancy  
Attn: Natalie Wilson/Down to Earth Festival

**Mail:** 6903 Great View Drive North  
Memphis, TN 38134

**Email:** [nwilson@shelbyfarmspark.org](mailto:nwilson@shelbyfarmspark.org)