



CITY OF MADISON

2023 STAR SPANGLED CELEBRATION

FOOD VENDOR APPLICATION

Monday, July 3, 2023
Event Start Time: 4:00PM

Business or Organization _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Name _____

Primary Phone _____ Secondary Phone _____

Email _____

Website _____

Business or Organization Description (Food Listing with Prices) _____

List all electrical equipment you will be using at the event (fans, lights, fryers, cookers, etc.) and the volts and amps/watts required for each. Be specific so that we can ensure adequate service for your needs. Refrigeration space is not available.

How much space will you need, including set up room? _____

Food Vendor Fee: \$175.00

PAYMENT

Enclosed is my check or cash in the amount of \$175.00 (please make checks payable to the City of Madison)

REQUIRED INFORMATION

License and Insurance

- Vendor must attach a copy of current City of Madison business license
- Vendor must provide proof of insurance, in the form of a certificate of liability insurance, naming the City of Madison as an additional insured.
- Vendor is responsible for complying with all codes and laws of the City of Madison

Booth Space and Vendor Responsibility

- Vendor will be assigned a defined area in which to operate (by Madison Parks or the event coordinator).
- All tents, attachments, generators, coolers, awnings, trailer tongues, tables, and chair must fit in the assigned space.
- Parking outside of the defined and paved areas is prohibited, except for the purpose of setup or teardown before or after the event.
- Vendor is responsible for providing all items pertaining to its business, including, but not limited to, tent, tables, chairs, generators, etc.
- No smoking is permitted in or around the booth.
- Vendor may only sell from defined area. No roaming and selling is permitted, unless authorized in advance.

Electricity and Water

- Electrical hookups are not available. Generators are permitted.
- Direct water hookup is not available. Limited supplies of water will be available, but the vendor must transport.
- Ice is not available.

Rain and Weather

- There are no refunds for rain or any weather related condition, unless the entire event is cancelled.

Display of Paperwork

- City of Madison Business License, Madison County Health Department Certificate, and Madison Fire and Rescue Inspection Sticker must be displayed at all times during the event.

*Application is not complete and will not be approved without the submittal of application, application fee, list and price of items for sale, and the signed Hold Harmless Agreement and Insurance.

VENDOR GUIDELINES

- Applications will be accepted on a first come, first served basis.
- Please remember to complete all sections of the application legibly.
- Vendor registration for all events ends the Thursday prior to the event at noon, unless Madison Parks and Recreation has already met the maximum number of vendors allowed for the event.
- Vendor duplication will be at the discretion of the event coordinator.
- Please provide an active email account with all registrations.
- Vendor spaces will be assigned based on the following:
 - Date the application was received
 - Vendor category
 - Impact on the event
 - Special requests noted on applications will be considered but are not guaranteed.
- Vendors are required to remain set up throughout the entire event and must clean the area around your position at closing of event.
- Vendors must supply their own canopies and/or tents, tables, and chairs for each event.
- Vehicle access is controlled during events.
 - Please display vendor packets with visible space numbers during set up and break down of each event.
 - Vendors will be responsible for any parking or traffic violations that may incur during events.
 - Specific guidelines for set up and break down will be provided in the event details two week prior to each event.
- Vendor fees are refundable up to two weeks prior to the event less a \$10 or 10% fee (whichever is greater), which will be kept for administrative costs. No refunds will be issued within 14 days of the event.
- Electricity is only available for food vendors during certain events.
 - Power is limited to 110 Volts and no electrical cooking units or items drawing 1000 watts or more will be permitted.
 - Please list items that will be drawing power on the vendor application.
 - Vendors will be responsible for providing their own power strip with a Ground Fault Interrupter (GFI).
- Event packets that contain space information, regulations, and arrival/breakdown times for each event will be emailed 1 to 2 weeks prior to the event.
- Tobacco use (including e-cigarettes) and alcohol use is prohibited for any event held on City of Madison property.

FOOD VENDOR REGULATIONS

- Every food vendor who cooks with a generator, electrical hook-up, or propane, shall have a 10- lb Multipurpose 4A40 or 4A60 BC Fire Extinguisher readily available. Any use of a fryer will require a Type “K” Extinguisher in addition to the ABC Extinguisher. Fire extinguishers must be inspected and tagged, within the past year, by a Fire Equipment Company registered in the State of Alabama.
- Propane cylinders shall be stored in an upright and secured position.
- No open flames such as candles, lanterns, kerosene, or gas fired heaters and cooking equipment are permitted near or under combustible materials (i.e., canopies).
- Hot surfaces from cooking and heating appliances, such as grills, hot plates, and coffee makers, shall be blocked so that the public is protected from physical contact of these appliances.
- Deep fryers shall have splash covers.
- No frayed wires or overloaded extension cords are permitted.
- Access to fire hydrants shall remain unobstructed during the event.
- The Code Enforcement Office will conduct an on-site inspection of vendor’s space prior to the start of the event.
- A menu of all items for sale along with prices must be visible to the public, and you may sell ONLY those items included in this application.

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN YOUR FOOD VENDOR REMOVAL FROM THE EVENT.

CITY OF MADISON

HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION

In consideration for receiving permission to participate in the 2022 City of Madison Star Spangled Celebration, the vendor hereby releases, waives, discharges, and covenants not to sue the City of Madison, its agents, volunteers, or officers from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by the vendor, or any of the property belonging to the vendor, whether caused by the negligence of the vendor/releaser, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

I am fully aware of the risks involved and hazards connected with the City of Madison Special Events and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activity, whether caused by the negligence of vendor/releaser or otherwise.

I further hereby agree to indemnify and hold harmless the City of Madison, its agents, volunteers, and officers, from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of vendor/releaser or otherwise and to name the City of Madison as "additional insured" on any liability insurance policy I may have.

I understand that the City of Madison does not provide any insurance coverage for vendor participants for any circumstances arising from their participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my own insurance portfolio.

Date _____

Name of Business _____

Printed Name _____

Signature _____

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PROOF OF INSURANCE

Vendor must provide a certificate of insurance evidencing general liability insurance coverage with general aggregate and per-occurrence limits of at least \$1.0M, including bodily injury/property damage, personal injury/advertising injury and damages to premises. All coverage must be primary and non-contributory, name City of Madison as an additional insured and waive subrogation against City of Madison. Certificates must be submitted with the vendor application. Failure to do so will result in a returned application.

I acknowledge that I have read the above and will abide by all rules/regulations.

Date _____

Name of Business _____

Printed Name _____

Signature _____

Please return this application with payment to:
Madison Parks and Recreation, Attn: Randy D'Herde
8324 Madison Pike
Madison, AL 35758
kelly.johnson@madisonal.gov | (256) 772-2552