



# LABOR FEST 2019

September 2<sup>nd</sup> 2019

11:00 A.M. – 5:00 P.M.

## Vendor Application and Agreement

This application must be filled out completely or it will not be processed.

For odd shaped spaces or sizes not listed, please contact Labor Fest Committee for availability. Odd booth sizes and shapes are subject to prior approval.

All participants are required to supply their own booths and supplies.

If you need a tent that requires staking you must contact A-1 Tent. A-1 Tent is the required vendor. They are the only vendor that is allowed to stake your tent in the ground. No other staking may take place. You must contact A-1 by August 19<sup>th</sup> 2019 to guarantee a tent. The phone number is (616) 698-5055. You can NOT put stakes in the ground to secure your tent because of the park's irrigation system.

If you need tables and/or chairs the Labor Fest Committee will supply them at a minimal cost.

All booth applications will be screened for compatibility with this event. The Labor Fest Committee has the final say as to appropriateness of booths and merchandise. This is a family oriented event.

No pets are allowed on festival grounds. The ONLY exceptions are guide animals.

No open fires are permitted per Grand Rapids Fire Regulations.

All unauthorized vehicles must stay off the grass. Participants are to unload completely and remove vehicle before setting up.

You **MUST** contact the Kent County Health Department (616-632-6914) for regulations on selling food items at Labor Fest 2019.

---

All spaces are available on a "first come, first served" basis. **Cost of vendor space is \$100. Please turn application in no later than July 19<sup>th</sup>. Please make check or money order payable to Labor Heritage Society and make sure "Labor Fest" is on the memo line of the check,** then send to the following address:

Labor Fest  
c/o Tracey Roerig  
806 Royal Oak St. SW  
Wyoming, MI 49509

# TERMS AND CONDITIONS FOR VENDORS

1. **Business Hours:** Vendor is required to be opened on September 2, 2019, by 11:00 a.m. and for the duration of the entire event. Gate is open 8:00 am to 6:30 pm. Festival closes at 5:00 pm, Monday September 2, 2019. Closing before the end of the event is grounds for exclusion from participation at future events. Vendors are to unload vehicles quickly and move vehicle off-site before building booth. All vendors must keep vehicles off the grass
2. **Insurance:** Each vendor must maintain, at their expense, general liability insurance, which covers all activities of the Vendor, both in and about the booth, during the time of Labor Fest 2019. This insurance must cover food preparation and sale, personal injury, and property damage, with limits of not less than \$100,000 for each occurrence of death or personal injury, \$50,000 for each occurrence of damage to property, and with aggregate coverage of not less than \$500,000 (\$1,000,000 recommended.) **Proof of required insurance must be provided with vendor application.**
3. **Indemnification:** As contractor, vendors, performers and all participants agree, by accepting this agreement, regardless of coverage under any insurance policy, to pay all costs necessary to indemnify, defend and hold the Labor Fest Committee, Labor Fest, Labor Heritage Society, The City of Grand Rapids, and The County of Kent harmless from all claims, demands, actions, attorney's fees, costs and expenses based on or arising out of any acts, errors, omissions, fault, or negligence of contractor or its principals, employees, subcontractors or other agents while performing services under this contract.
4. All participants agree to indemnify, defend and hold harmless the Labor Fest Committee, Labor Fest, Labor Heritage Society, The City of Grand Rapids, The County of Kent, and any of their sponsors, officers, employees, and agents from any loss, theft, damage or injury to any person or property during the festival.
5. **Decency and Appropriateness: All booth applications will be screened for compatibility with this event.** The Labor Fest Committee has the final say as to appropriateness of booths and merchandise. Labor Fest will not allow the sale of merchandise at the event that offends community standards or depicts or suggests illegal drug use or related paraphernalia. Labor Fest has final say as to the appropriateness of all merchandise.
6. **Electrical and Water Requirements: All vendors requiring electricity and/or water MUST state so on application. Electrical availability and/or water is NOT guaranteed.**
7. **Permits:** Vendors are required to obtain all necessary permits and/or licenses required on site in order to operate on the festival grounds. If you are forced to close by any government agency for failure to obtain, or comply with, proper and necessary permits/licenses, the Labor Fest Committee, Labor Fest, Labor Heritage Society, The City of Grand Rapids, and the County of Kent are not liable for vendor's losses. **You must contact the Kent County Health Department to obtain a Temporary Food Service Permit. Contact Health Department at 616-632-6914.**
8. **Sales Tax:** All vendors are responsible for keeping track of their sales and paying Michigan State Tax.
9. **Alcohol/Controlled Substances:** The sale of alcoholic beverages is strictly licensed and controlled. No sale of alcoholic beverages outside of designated areas will be permitted. Due to sponsorship contractual arrangements, only sponsor related beverages will be allowed to be sold. Minors under the age of 21 years of age are prohibited from consuming or purchasing alcohol. For all Labor Fest events **any employee handling alcohol must be at least 21** years of age.
10. **Consumption of alcoholic beverages by vendors at their booth is prohibited during business hours.** Under no circumstances are any controlled substances allowed on the festival site. Anyone with controlled substances in their possession on the festival site is subject to immediate expulsion and arrest. A zero tolerance policy will be in effect for the protection of all vendors, patrons and the reputation of this event.
11. **Animals:** No pets are allowed on festival grounds except for guide animals. Pets found loose will be turned over to the humane society for the safety of all participants and patrons.
12. **Business areas:** All business or other activity for which the vendors have rented space must be conducted within the designated space contracted for.
13. **Food Vendors:** All food and drink sold or served must originate from licensed food sources.

14. **Booth Placement:** Each vendor is assigned a specific location by the festival committee. Vendors may not change or re-locate without festival management approval. All table and chair requirements must be noted on registrations form. All supplies will be the responsibility of the Vendor. Vendors agree to leave rented tables in a clean condition at the end of the festival. Vendor agrees to place all trash into designated containers and picking up all trash from under tables. If you would like festival staff to clean your area you must include an additional \$100.00 fee with registration.
15. **Trash:** Vendors are not allowed to dispose of refuse in containers that are placed in the park for the general public's use.
16. No food or drink cooked or prepared in the home or other unlicensed facility (home canning and baking included) will be allowed to be sold, served, or given away.
17. Customer self-service is **PROHIBITED**.
18. Cooking within a tent or canopy is not permitted. Must adhere to City of Grand Rapids requirements, see attached OSE Planning & Resources Guide for City of Grand Rapids Tent, Vendor & GRFD requirements.
19. Cooking that produces grease-laden vapors or sparks must be performed at least 20ft from any tent or canopy.
20. Cooking operations using charcoal or wood must have a metal ash container with a secure fitting lid for the spent fuel.
21. Deep fat fryers cannot be brought into a tent or canopy for any reason once they are filled.
22. **Tents:** Tents or canopies in excess of 400 square feet must first obtain a permit from the City of Grand Rapids at [www.grcity.us/devcenter](http://www.grcity.us/devcenter). Tents and canopies must be maintained at a distance of 20ft from other tents, canopies, buildings and lot lines. This separation distance does not apply if the tents/canopies are not used for cooking.
23. Tents and canopies must be adequately secured and are subject to removal if in the opinion of the fire official the structure is not adequately supported or secured.
24. Tents having an occupant load of 50 or more persons must have clearly marked exit signs which are lighted or self luminous. Lighted exit signs must have an auxiliary power supply such as a battery backup system. In addition there must be two exits, each at least 72" wide.
25. Areas which are roped or otherwise segregated must maintain a minimum ten foot exit discharge.
26. Tents or canopies using chairs for public assemblage must have the chairs ganged together with minimum 44" aisles. Smoking is not permitted within the structures and approved "NO Smoking" signs must be displayed.
27. **All non-cooking tents and canopies must have a minimum 2a10bc rated dry chemical fire extinguisher.**
28. **All cooking tents and canopies must have a minimum 2a40bc rated dry chemical fire extinguisher.**
29. **Special Requests:** Special requests (e.g. booth location, proximity to other vendors, etc) must be made on the registration form but are not guaranteed or implied.
30. **Set Up/Tear Down:** All vendors will be set up and ready for business by 11:00am Monday morning. In the event vendor has failed to occupy their space by 45 minutes prior 11:00am, Labor Fest will have the right to utilize such space in any manner it chooses. Vendors may be allowed onto the grounds starting **tentatively** 5:00pm Sunday. All vendors are to vacate the park grounds by 6:30pm Monday.
31. **Food Sales:** Vendors will display pricing at their booth. Food vendors keep 100% of their sales. Tickets will be used by Labor Fest "volunteers" only, to purchase food. To be reimbursed for tickets exchanged for food, food vendors must turn these tickets in at the end of Labor Fest(after 5:00pm) for a \$\$\$ count and a signed receipt. A check will then be mailed in approx. 2 weeks to the food vendor for that signed receipt \$\$\$ amount.
32. **Security:** Security will be provided from 8:00am until 6:00pm Monday. Notwithstanding, this is not meant as a guarantee. The Labor Fest Committee, Labor Fest, Labor Heritage Society, The City of Grand Rapids, The County of Kent, their sponsors, officers, employees, and agents are not responsible for any loss, theft, damage or injury to any person or property.
33. **Inclement Weather/Acts of God: The Labor Fest 2019 is scheduled to be open rain or shine.**

# VENDOR APPLICATION

## Labor Fest 2019

Application deadline July 19, 2019

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Union Affiliation (if applicable): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Other Contact Info: \_\_\_\_\_

**Submission of this application does not guarantee a space. Labor Fest 2019 reserves the right to reject any application.**

Check space size required for your booth/business.

\_\_\_ (20' x 20") **BOOTH COST is \$100** (make checks payable to "Labor Heritage Society" write "Labor Fest" on memo line)

\_\_\_ OTHER state size \_\_\_\_\_ (prior approval required)

Electrical needed \_\_\_\_\_ yes or no      Water needed \_\_\_\_\_ yes or no

**If tables and chairs are needed the following charges MUST be submitted with registration.**

Tables needed \_\_\_\_\_ charge \$10 each

Chairs needed \_\_\_\_\_ charge \$3 each

Cost of booth \_\_\_\_\_ charge \$100 each (make checks payable to Labor Heritage Society)

TOTAL \_\_\_\_\_

**Type of business & description of all menu items that will be sold. Attach additional papers if needed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ have read this entire application and shall comply with all terms and conditions herein.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this agreement you affirm that you have read and understand all conditions stated herein. Not with standing any verbal statements, any variations or exceptions to this agreement must be in writing and signed by an official representative of Labor Fest 2019 Committee. **PROOF OF INSURANCE MUST be provided with this application.** Any additional questions please call Tracey at (616)644-4398 or John at (616)334-9290.