



2023 FOOD TRUCKS:

Space has been reserved for selected **food trucks** wishing to sell foods that appeal to attendees of all ages. Participating Food Trucks will **NOT BE CHARGED** a fee equivalent to 10% of their gross product sales at the event. Food vendors must adhere to all rules of food preparation and sales as described by the health department. Food vendors must **purchase space online at greatplainsfest.com and must email the festival promoter: producer@greatplainsfest.com**. The Great Plains Art and Music Festival reserves the right to deny applicants without cause. Vendors will be OFFERED A ZOOM CALL TO REVIEW YOUR NEEDS AND THE FESTIVAL SITE AND/OR EMAILS TO CONFIRM your application has been accepted. You will receive official verification of your space rental when you purchase your food truck space on the festivals website. You will be emailed a ticket and an invoice. **We also strongly suggest you join the food truck group on the greatplainsfest.com 'GROUPS' section of the website for future communications and info about the fest.**

MOBILE FOOD VENDOR APPLICATION

Please type or print form. All applications are due no later than **Aug. 27th, 2023**. The festival is **Sep. 30, 2023**.

VENDOR INFORMATION

Name of Food Truck: _____

Contact Person: _____

On-Site Person(s): _____

Address for Vendor Mail: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

List **all** food/beverages types to be sold:

The GREAT PLAINS ART AND MUSIC FESTIVAL is providing each Mobile Food Vendor a designated space at the event based on the information submitted in this application. What length of space will you require?

15'x15', 20'x15', 30x15, 35x20. Does your vehicle need to stay attached?: Special Size?:

- 15'x15' 20 x 15 30 x 15 35 X 20

Please list any other special needs or accommodations: _____

FEES

In exchange for booth space, Food Vendors agrees to pay a fee equivalent to 10% of the Vendor's gross product sales at the event. Payment will be made by the Vendor to the Great Plains Festival at the end of the event. Thanks. **WE ARE WAIVING THIS FEE IN 2023!**

VENDOR INFORMATION & POLICIES

This document has been assembled to provide you with as much information as possible to assist you in filing your application with us and to make the event a profitable and enjoyable experience. By signing your application for a space at this event, you acknowledge that you have read and agree to pay the fees as noted and abide by the policies set forth in this document.

EVENT DETAILS

EVENT DETAILS ARE FOUND AT GREATPLAINSFEST.COM



GENERAL CONTRACT & VENDOR POLICIES

1. The GREAT PLAINS ART AND MUSIC FESTIVAL does not guarantee vendor sales.
2. Attendance for each event is projected and the GREAT PLAINS ART AND MUSIC FESTIVAL does not present projected attendance as actual – it is an estimate only, based on last year's attendance, planned promotions, and various other factors.
3. Space request is limited to space availability. MEET AHEAD WITH THE PROMOTER BY ZOOM AND PICK OUT YOUR SPACE! The GREAT PLAINS ART AND MUSIC FESTIVAL reserves the right to accept or deny applications with or without cause, including limiting vendors who sell the same or similar products. Space requests will be considered but are NOT guaranteed. All acceptances to exhibit are valid only through EMAILED confirmation by GREAT PLAINS ART AND MUSIC FESTIVAL. WE WILL WORK CLOSELY WITH YOU ON YOUR SPOT IF YOU REACH OUT.
4. All vendors are required to complete and sign the MOBILE FOOD VENDOR APPLICATION form.
5. Vendor space is for the specific date(s) and time frame(s) specified on the MOBILE FOOD VENDOR APPLICATION form.
6. Events will be held regardless of the weather: rain, shine, or extreme temperatures.
7. All pertinent fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety shall be strictly obeyed and will be the responsibility of the vendor.
8. Vendors are required to have any and all business licenses/permits that are needed for operation at the event. Vendors are responsible for submitting their own resale taxes.

9. Vendors are required to dispose of all booth garbage and grey water properly. Collection and disposal of all garbage and grey water is the responsibility of the vendor. Vendors are responsible for cleaning up their areas at the conclusion of the event.
10. Vendors are responsible for providing any equipment, heat/cooking source, supplies, tenting, and tables needed for their space.
11. Vendors may drive their support vehicles up to the designated loading/unloading zones at the park, however once you have unloaded your supplies and equipment; you will need to move your vehicle to a legal parking space. Vendors who require the use of a trailer or vehicle at their booth space must indicate this on the vendor application form.
12. THE GREAT PLAINS ART AND MUSIC FESTIVAL will prohibit the installation and operation of any exhibits not meeting their approval and in its sole discretion may prohibit the conduct of any activity whatsoever which it deems detrimental and not in the best interest of the Event. Vendor agrees to stipulation that all booth workers be tastefully dressed.
13. Vendors can sell only from their booth space. Special permission must be received for selling any food or merchandise outside your designated booth space.
14. No off-site (outside of assigned space area) banners, A-frames, signs, or signage are allowed anywhere on event grounds or event entrances without prior approval. Vendors may not leave, place, or distribute fliers or leaflets at unattended locations.
15. Noise amplification equipment is not allowed unless approved by GREAT PLAINS ART AND MUSIC FESTIVAL
16. It is the responsibility of each Vendor to secure their product, equipment, and vehicles throughout the event. The GREAT PLAINS ART AND MUSIC FESTIVAL is NOT responsible for lost, stolen, or damaged product, merchandise, equipment, or vehicles.
17. Vendor agrees not to remove their food truck before the end of the event. Vendors may remove their food trucks no earlier than the time specified for vendor move out. We require vendors to stay open till at least 2 PM. After 2 PM festival is no longer free and guests must pay \$35 to enter event. It is understandable that not all vendors will want to stay into the night. Unless you have agreed to specifically provide nighttime services during hours agreed upon between the vendor on this application and The GREAT PLAINS ART AND MUSIC FESTIVAL.
18. Cancellations: If a Vendor has a need to cancel their appearance at the event, the vendor needs to contact the The GREAT PLAINS ART AND MUSIC FESTIVAL office at 785-521-3347 prior to the day of the event.
19. The vendor shall comply with and instruct his/her staff, employees, and agents, to comply with the vendor policies and requirements of the vendor space rental agreement. Failure to comply with the General Contract and Vendor Policies shall be grounds to terminate the vendor from the event.
20. Payment of all vendor fees as outlined above must be made to the The GREAT PLAINS ART AND MUSIC FESTIVAL at the end of the event*, prior to the Vendor departing from the premises.
*Payment for all fees associated with the The GREAT PLAINS ART AND MUSIC FESTIVAL must be paid in advance.

TERMS AND CONDITIONS This general contract and vendor policies constitutes the entire contract between the parties, and replaces any previous communications or agreements whether written or oral. No waivers, modifications or amendments shall be valid unless written upon, or attached hereto and shall be approved in writing by the The Great Plains Art and Music Festival. The laws of the state of Kansas shall govern the construction, validity, and performance of this agreement.

HOLD HARMLESS, RELEASE & INDEMNIFICATION We reserve the right to refuse any exhibitor we feel is inappropriate for a public or community showing or is in violation of local or festival ordinances.

In addition, applicant hereby releases and agrees to hold harmless and to not bring any lawsuit, arbitration or other action, claim or proceeding (collectively "Release") against The Great Plains Art and Music Festival, the City of Lawrence Parks and Recreation, and collectively all "Sponsoring Parties, their members, directors or employees, relating to the The Great Plains Art and Music Festival. This release includes, but is not limited to any claim, loss, expense, cost, obligation or liability that Applicant may suffer related to the above listed events or by reason of any act or omission by any of the Sponsoring Parties. This release includes, but is not limited to every type of personal injury, property damage and damage to business interests, whether caused by the Sponsoring Parties or third parties, natural, animal or human-made disaster.

In consideration of being permitted by the Sponsoring Parties to participate in this activity, I hereby waive, release and discharge all claims for damages for personal injury, death or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge in advance the above Sponsoring Parties, other participants, officials, sponsors, advertisers, owners and lessees of the premises used to conduct the event and each of them, their officers, directors, agents, all of which are referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, heirs and next of kin for any of all claims, demands, losses or damages on account of injury, including but not limited to death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.

I fully understand and acknowledge that: (a) there are risks and dangers associated with participation in this, including but not limited to those of bodily injury, partial and/or total disability, paralysis and death; (b) the social and economic losses and/or damages, which could result from those risks and damages could be severe; (c) these risks and dangers may be caused by the negligence of participants or the negligence of others, including but not limited to the "Releasees" named above; (d) there may be other risks not known to us or are not reasonably foreseeable at this time. I further accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named above.

I HAVE CAREFULLY READ THE AGREEMENT, WAIVER AND RELEASE ABOVE AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ABOVE SPONSORING PARTIES AND I SIGN IT OF MY FREE WILL.

I have read all the conditions and policies as stipulated in this application and agree to those conditions and policies.

Signature of authorized representative

Date

Name of Authorized Representative: _____

Name of Company or Business Represented: _____