

MONROE FESTIVAL

2023 Food Cart/Truck Information Letter, Application & Liability Release Forms

You are cordially invited to participate in the second annual **Monroe Festival** in Monroe, Oregon! Please read this food cart/truck vendor information letter before completing and mailing your application, waiver of liability form, and copy of certificate of insurance to us. Our goal is to select an array of food cart/truck vendors that celebrate Monroe's heritage, environment, and culture.

Food cart/truck vendors will be notified of acceptance on a rolling basis. If your application is accepted, we will email you then deposit your check. Additional information will be emailed to you upon acceptance. If your application is denied, we will email you and your check will be returned promptly.

The deadline for completed applications to be postmarked is **FRIDAY, MAY 26th 2023!**

SPACE REQUIREMENTS

The community of food cart/truck vendors at the Monroe Festival contributes to the overall atmosphere of the festival therefore we will determine selection of food carts/trucks in a manner conducive to attendee's experience. When planning, please consider the following:

- You may arrive to set up your food cart/truck on Saturday, June 24th 2023 between 7 a.m. and 9 a.m. Carts/Trucks must be completely set up by 10 a.m. on Saturday, June 24th 2023.
- You are responsible for supervising your cart/truck during ALL festival hours.
- Food cart/truck vendors are accountable for setting up, maintaining, and breaking down their respective food cart/truck. All food, merchandise, trash, recyclables, and all other equipment must be removed from the festival area by 8:00 p.m., Saturday, June 24th 2023.
- Cart/truck locations should be cleaner than when you arrived including removal of all trash.

CHECKLIST : Applications will not be considered unless ALL items are included.

- Fill out and sign attached **Food Cart/Truck Application, Rules & Agreement Form** (pages 2- 5)
- Sign the attached **Waiver of Liability and Hold Harmless Agreement** (page 6)
- Copy of **Certificate of Insurance** or **ACORD Form** (Coverage of at least \$300,000)
- Make your check payable to "**City of Monroe**"
- Submit two images and/or a website address to view food cart/truck and menu to be sampled and sold at the festival.

Mail your completed information (listed above) to the address below:

**Festival Food Cart/Truck Applications
City of Monroe
P.O. Box 486
Monroe, OR 97456**

Thank you for your interest in the festival! We appreciate your energy and creativity as a vendor!
Questions? Please contact Monroe Festivals & Events at festivalsandevents@ci.monroe.or.us

FOOD CART/TRUCK APPLICATION, RULES & AGREEMENT (NON-ALCOHOL VENDOR)

Monroe Festival Saturday, June 24th 2023

DEADLINE FOR APPLICATIONS: FRIDAY, MAY 26th 2023

The City of Monroe and the Monroe Festival Subcommittee (MFS) invite you to have a food truck/cart space at the third annual **Monroe Festival** on Saturday, June 24th 2023 in beautiful Monroe, Oregon.

The **Monroe Festival** is the premier event for visitors seeking to see, taste, and experience the bounty of the Southern Willamette Valley. Visitors from Eugene, Springfield, Corvallis, Junction City and all surrounding areas come together for a day of sipping wines and brews, perusing local and unique goods as well as riding our trolley – celebrating Monroe’s heritage, environment, and culture.

FESTIVAL DETAILS

- **Name:** *Monroe Festival*
- **Date:** Saturday, June 24th 2023
- **Time:** 10 a.m. to 6:00 p.m.
- **Location:** 6th Street (Between Kelly Street & Commercial Street + Main Street between Highway 99W and Monroe Community Center [formerly the Legion Hall] in Monroe, OR 97456)
- **What to Bring:** Your love of local wines, brews, food, fun, and live music!

FEES

A fee of \$100 per space will be charged to all food carts/trucks. **Note:** \$50 is refundable, if your food cart/truck is present for event; otherwise, the full \$100 is nonrefundable if your food cart/truck is a “no-show” for the event. This contribution will support the annual **Monroe Festival** as well as other projects focused on revitalizing Monroe. In the event of inclement weather and festival cancellation a full refund will be provided to all vendors.

SPACE SIZE & REQUIREMENTS

Please provide your food cart/truck space size/dimensions, in the attached application, so space can be reserved at the festival. Also, a reminder, this festival is an outdoor event, so space to for food carts/trucks to setup will be available on 6th Street between Commercial and Kelly Streets. You will need to bring your food cart/truck for festival attendees to purchase food and non-alcohol beverages.

ELECTRICITY & WATER

There is no City electricity or water available at the festival for vendors. For electricity food cart/truck vendors will be allowed to use QUIET, gas-powered generators during the festival. Also, vendors will need to bring their own water to the festival site as there are no hook ups to City water facilities.

SET UP & TAKE DOWN

Set up will take place on Saturday, June 24th 2023 between 7:00 a.m. and 9:00 a.m. The **Monroe Festival** closes at 6:00 p.m. and there will be no dismantling of any food cart/truck spaces before 6:00 p.m. on Saturday, June 24th 2023. You and your team will be responsible for setting up and taking down your food cart/truck space. Your space must be staffed at all times during the festival. Food carts/trucks are responsible for securing your own space and food. There is no available locked storage in the Monroe Community Center to store merchandise/food/equipment overnight.

ALCOHOL POLICY

Alcohol is strictly prohibited except in the designated wine and beer garden area (i.e., Big Event Tent).

PARKING

Food cart/truck trailers should be disconnected from their tow vehicle and the vehicle parked outside of the public area of the festival venue. Parking is available in these city locations during the festival:

- The gravel lot across from Monroe Fire Department (668 Commercial Street)
- The gravel lot across from Monroe City Hall (680 Commercial Street)
- On street parking between Highway 99W and N. 5th Street on Kelly Street
- On street parking between Highway 99W and S. 5th Street on Commercial Street
- On street parking on Highway 99W between Kelly and Orchard Streets.

MINIMUM BUSINESS HOURS

Food carts/trucks must **remain open** throughout the entire festival. Businesses are required to be open for business from Saturday, June 24th 2023 between 10 a.m. and 6:00 p.m.

CANCELLATION

If you find you will be cancelling your food cart/truck space, please grant us the courtesy of at least 10 days' notice so we have time to replace your space. Your food truck/cart space fee is nonrefundable.

CONCESSIONAIRE RULES FOR MONROE'S 2023 FESTIVAL

- All applications must be approved and accepted by Monroe Festival Subcommittee (MFS). All decisions of the MFS will be final. Applications not accepted will receive a full refund. Only items included in your application will be allowed. Substitutions or additions must be cleared through the MFS.
- We accept unique, local, and authentic food cart/truck vendors. All decisions will be made by the MFS. If you have any questions, please call or email for clarification.
- Food cart/truck setup can begin on Saturday, June 24th 2023 at 7:00 a.m. and must be completed by 10 a.m.

- During festival business hours, all food cart/truck space shall be operational, and no vehicles will be allowed access the festival venue. If minimum hours are not followed, your cart/truck may not be allowed back to the festival the following year.
- Festival Set up and Check-in Hours:
 - Saturday, June 24th 2023 between 7:00 a.m. and 9:00 a.m.
- Minimum Business Hours:
 - Saturday, June 24th 2023 between 10 a.m. and 6:00 p.m.
- No pets allowed in the wine and beer garden (i.e., Big Event Tent).
- The venue has Public Access, so you are responsible for all your own possessions. We are not responsible for loss or theft.

CONCESSIONAIRE AGREEMENT FOR MONROE’S 2023 FESTIVAL

The undersigned parties, the table operator, hereinafter called the “Concessionaire” and the City of Monroe hereinafter called the “City”, do agree as follows:

1. That the City is in charge of the celebration within the City of Monroe, known as the ***Monroe Festival***, and as such celebration shall began at 10 a.m. and run through 6:00 p.m. on June 24th 2023, inclusive under the auspices of the City.
2. That the Concessionaire shall set up a structure hereinafter called the “space” and be operational and ready for business by 10 a.m. on Saturday June 24th 2023 and furthermore said space shall stay in business and operational until 6:00 p.m. on Saturday, June 24th 2023. The space (i.e., food cart/truck) must be removed by 8:00 p.m. on June 24th 2023.
3. That the Concessionaire covenants and agrees to and with the City that intoxicating beverages will be served in the wine and beer garden only (i.e., Big Event Tent). No drugs or drug related items of any kind or description shall be sold or given away at said food cart/truck spaces. Absolutely no drug paraphernalia.
 - **Note:** All food cart/truck vendors will be required to provide a copy of their certificate of insurance, a signed waiver of liability, comply with all State of Oregon and Benton County health regulations, and City and State fire laws, regulations, and requirements.
4. That the Concessionaire shall procure at their own cost and expense all the necessary city, county, and state licenses and official permits for the purpose of carrying out the provisions of this agreement.
5. That the Concessionaire shall be responsible for their own certificate of insurance and provide a copy of insurance with their application and liability release form.
6. That the Concessionaire will sign and submit their application and liability release form.

NOTE: THE CITY OF MONROE IS NOT RESPONSIBLE FOR YOUR PROPERTY, SPACE AND FOOD.

FOOD CART/TRUCK VENDOR APPLICATION

Please Print or Submit Your Completed Application via Mail or Email (preferred)

Contact Name: _____

Business Name: _____

Physical Address: _____

Email Address (Mandatory): _____

City/State/Zip Code: _____ Phone: _____

Food Truck/Cart Dimensions (Mandatory): _____

**FESTIVAL FOOD CART/TRUCK @ \$100.00 PER SPACE () \$ _____
\$50 REFUNDABLE, IF PRESENT, OTHERWISE \$100 NONREFUNDABLE IF NO SHOW FOR EVENT,
COPY OF CERTIFICATE OF INSURANCE OR ACORD FORM (Coverage of at least \$300,000),
LIABILITY INSURANCE IS MANDATORY – SIGN ATTACHED LIABILITY RELEASE FORM,
COMPLY WITH STATE OF OREGON & BENTON COUNTY HEALTH REGULATIONS,
AND FOLLOW CITY AND STATE FIRE LAWS, REGULATIONS, AND REQUIREMENTS.**

IMPORTANT: Your space fee must be submitted with this application by **FRIDAY, MAY 26th 2023**

You will be notified by Friday, June 2nd 2023, if you have been invited to be a food cart/truck vendor at the festival. Applications not accepted will receive a full refund.

A complete description of **ALL MENU ITEMS** you intend to sell must be included with your application.

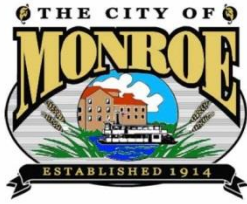
NOTE: Food vendors please provide two images of cart/truck that will occupy your space during the festival.

LIST THE FOOD ITEMS YOU WANT TO SELL AT YOUR SPACE BELOW (You may also include a website):

I have read and agree to the terms and conditions set forth in this food cart/truck application, rules, and agreement. I further agree that all personnel who occupy my space shall follow the terms and conditions set forth in this document. By signing this agreement, I state that I have read the terms of the contract accompanying this agreement, I understand the terms, and I agree to abide by them. I am also 18 years of age or older.

Vendor Signature: _____ **Date:** _____

- Make checks payable to “**City of Monroe**”
- Mail to **Festival Applications, City of Monroe, P.O. Box 486, Monroe, OR 97456**
- We do accept credit cards at Monroe City Hall, 688 Commercial Street, Monroe, OR 97456
- Questions? Please contact Monroe Festivals & Events at festivalsandevents@ci.monroe.or.us



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

For: Monroe Festival
Location: City of Monroe, Oregon
Date: Saturday, June 24, 2023

1. In consideration for receiving permission to participate in the Monroe Festival, I hereby release, waive, discharge and covenant not to sue the City of Monroe, their officers, agents, servants, employees or volunteers (hereinafter referred to as Releasees) from or for 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 me, or any of the property belonging to me, whether caused by the negligence of the Releasees or otherwise, while participating in such event/activity, or while in, on, or upon the premises where the event/activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with this event/activity. I hereby elect to voluntarily participate in said event/activity with full knowledge that said event/activity may be hazardous to me and/or my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such event, whether caused by the negligence of Releasees or otherwise.
3. I further agree to indemnify and hold harmless the Releasees from any loss liability, damage or costs, including court costs and attorney fees, which they may incur due to my participation in said event/activity.
4. It is my express intent that this waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above mentioned Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon.
5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age, and/or am the parent or legal guardian of the individual participating in the event/activity, am fully competent and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this ____ day of _____ 202__

Participant Name (Print)

Participant Signature