



2021-2022 Wednesday Wind Down (WWD) Vendor Form

Date of Event:

VENDOR FEE: \$545.00 (\$500 + \$45.00 Admin Fee, see below)

Administrative Permit for Outdoor Events/ Festivals/Vending		Plus Administrative Fee
Class A	500	Participation of 20,000 or greater
Class B	325	Participation of 10,000 to 19,999
Class C	200	Participation of 2,000 to 9,999
Class D	150	Participation of 250 to 1,999
Class E	125	Participation of Less than 250

Vendor Name: _____ Food Type (BBQ, Fish, Tacos, Italian Ice): _____

Web Site: _____ Email: _____

Contact Person: _____ Contact Phone: _____ Cell/Alt.Phone: _____

Mailing Address _____ City: _____ State: _____ Zip: _____

Please list, in detail, each of the food items you will sell below and include pricing – you can additionally attach a menu if you have one (we want to try to ensure we do not have too many duplicates). Beverages may be sold (and must be listed below), but alcohol is **prohibited**. Items not listed below (and approved by staff) may not be sold.

FOR FOOD TRUCKS/TRAILERS ONLY: Are you a Food Truck or Food Trailer: (___ Food Truck or ___ Food Trailer)

Will you be using a generator?___ Is it a whisper quiet generator?___ What area of the truck is it located: ___Front ___Back ___Middle

Will your truck be using a smoker or grill:_____ What area of the truck is the exhaust for it located:___Front ___Back ___Middle

What side is your serving window: (___ Passenger Side or ___ Driver Side) How Long is Your Truck _____

FOR FOOD TENT BOOTHS ONLY: *Tent Booths: You will be given a 10’x20’ booth space to set-up*

Will you be using a generator?___ Is it a whisper quiet generator?___ What area of your tent is it located: ___Front ___Back ___End

Will you be using a smoker or grill (gas or coal):_____ Using a Fryer/grease/oils_____ Using a Griddle/Hot Plate _____

**Tent vendors must provide adequate, non-slip, floor covering inside your booth to protect the area your booth space is set up on **

Please submit this Completed Two Page Application online, along with the following documents:

- A copy of the Menu that will be served, including pricing
- Current Health Department Permit & Current Proof of General Liability Insurance & Vehicle Insurance (for Food Truck)
- Current Business License (for a City in the Atlanta Metro Area, a business license in East Point specifically is not required)
- A JPEG (or similar) of your logo, at least 2 digital color photos of your food truck, trailer or tent set-up, as well as, 2-3 digital color photos of your food (if accepted, these may be used later for promotion of the event).

Vendors will be notified via email of their acceptance (and of the staff approved vending days) into the event(s).

The vending fee for the **staff approved** event date is due within 2 days from the notice of acceptance to hold your space. After approval, an invoice is generated and a “Payment Request” email is sent to applicant. **PAYMENT IS TO BE MADE ONLINE** using the link provided in the email or logging into BS&A. The Vender Permit will be issued via email and can be downloaded and printed from BS&A once payment has been confirmed. Please keep the permit at your food booth.

ADDITIONAL EVENT POLICIES AND PROCEDURES:

Please **initial** each item below (application will not be accepted if these areas are not initialed).
All references to “staff” or “the City” within this two-page application shall be referring to the City of East Point.

- _____ All vendors are expected to be fully operational during the entire time of the event. Vendors shall be given a time for arrival on site (at least 2hr. prior to the event, but up to 4 hours prior to the event) for preparation / set-up. Failure to arrive on time, stay open during the entire allotted time or selling beyond the allotted time shall disqualify the food truck from participating in future events and potentially forfeit the food truck’s vendor fees for the remainder of the event season.
- _____ Vendors must have professional looking menus (no cardboard signs) posted prominently and tastefully at their vending area.
- _____ Vendors will be pre-assigned a space by staff – your location is **not** “first come first served” on the day of the event. Vendors use of the vendor space is non-transferable. Vendor may not allow anyone else to use their vendor space.
- _____ Vendors are responsible for set up, operation, and removal of all equipment at their location. Vendors will be responsible for the periodic removal of their own trash to the appropriately designated dumpster site during the event, as well as, the cleaning of their space at the close of each event.
- _____ Vendors must provide trash & recycling receptacles for waste generated by their booth and by their patrons.
- _____ Power is only available to those who have purchased it in advance. No water or ice is available on the site.
- _____ Food Tent vendors must provide adequate, non-slip, floor covering in the booth to protect the area/ground/street underneath
- _____ The use of the name, logos or sale of items advertising the event requires prior written approval from staff.
- _____ Food vendors are expected to fully cooperate with personnel from the county and local health departments. Vendor is responsible for obtaining and paying for any and all taxes that are required for its operation, including state sales tax. Vendors understand that they must comply with all applicable laws, regulations and event polices concerning their products, present-ations and conduct at the event. Non-compliance will result in penalties. The City assumes no liability or responsibility.
- _____ The City offers no guarantees or warranties of any kind. The event occurs rain or shine. No refunds or rain checks will be given. There will be no refunds if any unforeseen circumstances, acts of God, etc. result in the cancellation of the event.
- _____ No amplified music is allowed within vendor space or the event site without written permission from staff.
- _____ The sale of, or consumption of, alcoholic beverages by vendors, volunteers or employees of vendors is prohibited.
- _____ Vendor must provide proof of general liability insurance naming the City of East Point as additionally insured.
- _____ All food items must be stored in the vehicle, covered and off the ground. Vendors are responsible for their own refrigeration.
- _____ Vendor agrees that the City may use photographic images taken at the show of merchandise and likeness in promotions and publications and that these images may be used online or provided to media outlets and/or used in social media applications including Facebook and the like. This includes the use of logos, photos and other marketing materials provided to the City.
- _____ Vendors must have copies at the booth of all their pertinent licenses, permits, insurance and the like, readily available.
- _____ The City reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the Vendor with the provision that all Vendors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by staff.

Compliance Contract: I have read and understand all of the policies as expressed above, and I will comply with all policies, procedures and regulations set forth above and below in this two-page application.

Signature _____ Date _____

Indemnification:

Food Truck Company / Vendor will defend, indemnify and hold harmless the Downtown Development Authority, the Business and Industrial Development Authority (BIDA) and the City of East Point (hereinafter referred to as “the City”) and its agents, employees, officers and legal representatives for all claims, causes of action, liabilities, fines, and expenses (including without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained while the Food Truck Company/ Vendor is participating in the event under this Agreement, including but not limited to (i) any injury, death, damage or loss to persons (including workmen) or property sustained while participating, (ii) any acts or omissions, and (iii) any breach of any representation, warranty, obligation or agreement of the Food Truck Company / Vendor contained in this Agreement, but in all cases only to the extent not caused by the negligent acts or omissions of the City.

Signature Date

Printed Name