



Greater Kennedy Plaza

Food Vendor Application

May 1 – December 31, 2010
Burnside Park, Providence

Please join us we transform the Greater Kennedy Plaza area into a vibrant, active destination in the heart of our city! Accepted food vendors may set up on the sidewalk along the Washington Street side of Burnside Park for a fantastic opportunity to sell a variety of delicious foods.

Please note: Only vendors who have submitted complete applications, have proper licensing, agree to Terms, and have been *approved* may set up in Greater Kennedy Plaza. Approvals may take up to 1-2 weeks after completed applications have been submitted. If approved, we will notify you and send a confirmation letter to the Providence Board of Licenses on your behalf.

APPLICANT INFORMATION (* indicates required information)

Business Name:

Your Name*:

Address*:

City*:

State*:

ZIP*:

Phone*:

Cell Phone:

Email*:

Website:

YOUR SET-UP

* Please indicate the style of vending you offer:

Cart Trailer Tent Other _____

If you have a vending truck (for which the truck is integral to the vending), please call to discuss options.

Required for new applicants: Attach to this page a photo or rendering of your set up and display.

YOUR MENU

Priority will be given to new applicants whose menus incorporate fresh and healthy options, particularly from local sources. * Please list every item you will be selling. Attach an additional page if necessary.

LICENSE INFORMATION Include numbers here as well as an attached photocopy of each permit.

* RI sales tax permit number:

* Providence Peddler's License number:

Expiration date:

* RI Mobile Food Service License number:

FEE INFORMATION

While an approved application grants permission to vend in GKP throughout 2010 -- except where noted in Terms, and as long as Terms are met -- **there is a mandatory nominal fee to vend during our peak programming season from June – September.** The fee is just \$35 per month, due on the first vending day of the month and will contribute to the marketing of food options in Kennedy Plaza. See Terms for more information. You may choose to pre-pay for the season at a discounted rate of \$120 for June – September. All payments are non-refundable.

Greater Kennedy Plaza Food Vending

TERMS AND CONDITIONS

Greater Kennedy Plaza is in the midst of an exciting transformation into a vibrant and active city center. This is happening in tandem through a series of daily programmed events and by offering the community affordable food options. We encourage you to take advantage of this initiative and participate! To do so, you must agree, adhere to and initial each of the following Terms:

1. **Approved food vendors are allowed to vend on the Washington Street sidewalk along Burnside Park from 9am – 6pm through 2010 unless there is a festival, special scheduled event, or Farmers Market occurring.** In some cases, you may be allowed to apply directly to the festival or special event in order to participate. The conditions set by event organizers shall rule and must be abided - including placement and event fees.
 - i. The Farmers Market occurs every Friday from June 4th – October 30th from 10am – 3pm and Kennedy Plaza food vendors may *not* operate during that time. In the case of other special events which will preclude vendors from operating, at least 5 days notice will be provided in order to plan accordingly.
 - ii. Any vendor who attempts to operate during the Farmers Market or other special event, will be expelled. A total of three infractions will evict you from any and all future vending in GKP and will result in a fine of \$100.
 - iii. The daily programming activities that Greater Kennedy Plaza hosts Monday through Thursday are not considered special events and do not preclude vendors from selling. We especially encourage vendors to set up during these times.
2. **Any vendor who has not paid their monthly fee of \$35 by the third day of the month between June – September, may be evicted.** This can be avoided by pre-paying for the season at the discounted rate of \$105.
3. **The vendor fee goes towards a marketing fund** and is not considered a daily rate. Therefore, you may not receive a refund, or partial refund, for any inclement weather days, or special event days that preclude you from vending.
4. **As part of the seasonal programmed events marketed for Greater Kennedy Plaza, Mondays will be dedicated to food vendors – Lucky Lunch Monday. All food vendors must supply a special offer from 11am – 2pm.** This can either be a new/different menu item, or a discount offered on an existing menu item. If you have supplied us with the details of your special in advance, then your promotion will be included in targeted marketing via kennedyplaza.org, Facebook and fliers/posters.
5. Vendors are required to open on every day (except for those days when vending is prohibited as described above) by 11am and exit the premises by 7pm. If a Vendor does not consistently open and operate as described in these terms and conditions then the approval of the application may be revoked and the booth space given to another Vendor.
6. It is the responsibility of each Vendor to bring their own necessary tables, tent, chairs, and display items.
7. All tents must be weighted and cannot be staked. Recommended weights are: EZ-Up brand sand bags velcroed to each leg; or PVC pipes filled with concrete and strapped to each tent leg. Learn more on the Vendor Info Sheet.
8. All business or other activity, for which Vendor has rented space, must be conducted within the designated 10x15' space allotted. No distribution, canvassing, flyers, nor vending of any kind may be done by strolling through Kennedy Plaza, Burnside Park, the Skating Center or surrounding area.
9. Vendors may only set up and vend in area assigned to them.
10. Vendors must have all necessary and current licenses available for viewing at the time of vending.
11. The sale of non-food merchandise is prohibited.
12. **We reserve the right to rescind granted permission if actual menu served varies widely from menu proposed in application.**
13. Food vendors must post prices in a legible manner and in a visible space inside the booth.
14. The sale of and/or consumption of alcoholic beverages of any kind is strictly prohibited.
15. Vendors must provide trash receptacles for waste generated by their booth and remove all operational waste from the premises upon departure. **IMPROPER TRASH DISPOSAL IS GROUNDS FOR EXCLUSION FROM PARTICIPATION IN FUTURE EVENTS.**
16. No electricity is provided and none shall be used.
17. All Vendors' booths, signage, and banners must have a professional look and presentation.
18. Vendors must have liability insurance of at least One Million Dollars (\$1,000,000.00), with terms acceptable to Greater Kennedy Plaza, and naming Greater Kennedy Plaza, Coalition for Community Development, the City of Providence, and such other designees as may be required, as additional insureds. A certificate of insurance must be presented to Greater

Kennedy Plaza within five (5) business days after a Vendor is notified of the acceptance of its application, and in all events prior to such Vendor beginning vending activities.

19. This is only an application; it does not guaranty acceptance. Greater Kennedy Plaza reserves the right to reject any application.

ADDITIONAL TERMS AND CONDITIONS FOR FOOD VENDORS

1. All food items must be stored inside the allotted space, covered and off the ground.
2. Name of Certified Food Manager must be visibly posted.
3. If vendor operation generates grease, vendor must provide and place a suitable covering (such as cardboard) below the area the grease is generated to guard against stains on brickwork and/or concrete.
4. NO FOOD IS ALLOWED TO BE COOKED, PROCESSED, OR STORED AT HOME.
5. NON-LATEX, SINGLE USE GLOVES OR SUITABLE SUBSTITUTE (UTENSILS, SPATULAS, TONGS, DELI TISSUE) REQUIRED FOR READY-TO-EAT FOOD HANDLING.
6. If grilling, a fire extinguisher must be present at the vendor's area at all times.

ACKNOWLEDGMENT OF TERMS

I hereby warrant and confirm that the above information is, to the best of my knowledge, true and correct, and further certify that I have read all of the information provided in this application and agree with and will abide by the Terms & Conditions provided. I understand that submission of this application does not guarantee a space.

I agree to indemnify, defend, and hold harmless Greater Kennedy Plaza, Coalition for Community Development and the City of Providence, its officers, directors, volunteers, officials, employees, and agents from and against any and all liabilities, claims, suits, and causes of action of whatever nature or type (including but not limited to causes of action based upon tort, strict liability or otherwise), and all attorney fees, costs, and expenses incidental thereto, which may arise or in any way be connected directly or indirectly, with my participation in vending in Greater Kennedy Plaza. This indemnification is absolute, personal to me, and is not limited by the insurance coverage which the Vendor may have in place. Vendor understands that Greater Kennedy Plaza, Coalition for Community Development and the City of Providence is under no obligation to provide insurance to cover the Vendor for loss from any cause to any of Vendor's property. By signing, the Vendor agrees to hold Greater Kennedy Plaza, Coalition for Community Development and the City of Providence harmless for any liability or loss whatsoever.

Vendor Signature _____ Date _____

Host Signature _____ Date _____

APPLICATION SUBMISSION

Please make a copy for your records and return all pages of your completed application to:

Attn: Deb Dormody
Bank of America City Center
2 Kennedy Plaza
Providence, RI 02903

401.331.5544 ext. 5 | fax 401.331.5588 | deb@kennedyplaza.org

Pre-payments should be made payable to: City of Providence

Please note Vendor name and payment months in memo area.