

Dear Prospective 2022 CarmelFest Food Vendor:

Thank you for your interest in participating in this year's CarmelFest. CarmelFest is one of the largest family-oriented festivals in Indiana. Each year, we estimate that over 50,000 people attend the festivities and the parade, capping off with an inspiring Symphonic Salute to America and a spectacular fireworks show!

Please note the following changes from last year:

1. CarmelFest 2022 will be held on Sunday, July 3<sup>rd</sup> 2022 and Monday, July 4<sup>th</sup> 2022. The parade will be held at 10:30am on July 4<sup>th</sup> and the fireworks will be in central Carmel at 9:45pm on July 3<sup>rd</sup> and July 4<sup>th</sup>.
2. There will be no damage deposits or percentage of your gross that you will need to share.
3. Preference on booth location will be determined by previous participation, timely submission of vendor application, type of food to be served, need for access to a drain, and power and water requirements. Additional vendors may be added at the discretion of the CarmelFest committee.

Applications received by May 31<sup>st</sup> 2022 will be used to determine the preliminary booth allocation. Applications received after May 31, 2022 will be accepted and placed as space is available. We will begin reviewing the first round of applications after June 1<sup>st</sup> 2022 and will be alerting applicants of their acceptance status soon after. If you haven't received any correspondence from us by June 30<sup>th</sup>, please check your email Spam folder or email us to request an update.

If you're accepted, you will receive an email notifying you of this acceptance. This email will also contain instructions on how to pay.

4. You will not have to pay until you are accepted. Your spot will be held for 7 days (one week) after you've been accepted. If your payment is not

received within that time, your spot may be offered to another applicant.

5. Set up starts Saturday, July 2<sup>nd</sup> after 3pm. If you cannot be here on Saturday after 3pm, please indicate on your form so we can make arrangements. We encourage you to be ready to serve food and drinks by Sunday, July 3<sup>rd</sup> at 12:00pm. We will arrange for the Board of Health to be there to inspect starting at 12:00PM on July 3<sup>rd</sup>. Official hours of operation for CarmelFest 2022 are Sunday, July 3<sup>rd</sup> from 12:00-10:00PM, and Monday, July 4<sup>th</sup> from 12:00- 10:00PM.
6. Our largest Food Vendor expense each year is power. Therefore, we will be charging for the power you request. If you do not request sufficient power or footage on your application, the cost of power and extra footage will double. (See power grid on page 5) This will be strictly enforced.

For additional information about our festival, please visit our website at [www.carmelfest.net](http://www.carmelfest.net) If you have questions or comments, please contact me. We look forward to working with you in 2022!

Sincerely,

Jill Gilmer

CarmelFest 2022 Food Director for The Rotary Club of Carmel

(317) 590-2531

[jill.gilmer@brightstarcare.com](mailto:jill.gilmer@brightstarcare.com)

## **FOOD BOOTH VENDOR AGREEMENT**

This agreement is made this \_\_\_ day of \_\_\_\_\_ (month), 2022, by and between The Rotary Club of Carmel, dba CarmelFest 2022, an Indiana not-for-profit corporation, hereinafter referred to as the "Committee", and

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(Please print name of Vendor)

Hereinafter known as "Vendor".

WHEREAS, The Committee operates a festival known as Carmel Fest 2022 at Carmel Civic Square and Carmel Carter Green, located one-quarter block west of Rangeline Road on Civic Square Drive and in the common area between the Palladium and Tarkington buildings in Carmel, IN.

WHEREAS, the Vendor has requested the opportunity to participate in such 2022 festival. Now THEREFORE it is agreed as follows:

**Food Provided.** On or before May 31<sup>st</sup>, 2022, the Vendor shall provide to the Committee a list of foods, refreshments or retail items which the Vendor proposes to sell at CarmelFest 2022. Under no circumstances shall any items be sold in glass containers. The Committee shall as soon as practical thereafter inform the Vendor whether the proposed menu or list of retail items is acceptable to the Committee as provided. Approval of Vendor's list by the Committee shall be construed as giving the Vendor a right to sell these items. The Vendor agrees it will provide a sufficient quantity of each item on its approved list to fill orders from approximately 12:00pm until 10:00pm on Sunday, July 3<sup>rd</sup>, 2022, and from 12:00pm until 10:00pm Monday, July 4<sup>th</sup>, 2022.

**Alcoholic Beverages.** THE VENDOR SHALL NOT SELL ANY ALCOHOLIC BEVERAGES.

**Location of Stand.** The Vendor shall set up its stand at the location specified by the Committee. Vendor may sell only from the stationary booth space, unless otherwise approved by the Committee.

**Set Up Time.** The Vendor shall set up and the Vendor shall be ready for business no later than 12:00pm on Sunday July 3<sup>rd</sup>, 2022. THERE ARE NO EXCEPTIONS TO THIS RULE. FAILURE TO SET UP PRIOR TO THIS TIME SHALL CAUSE FOR VENDOR TO FORFEIT THEIR ASSIGNED SPACE AND ANY AND ALL DEPOSITS DEFINED BELOW.

The Vendor shall not dismantle its stand until after the Fireworks Spectacular on Monday, July 4<sup>th</sup>, 2022, unless prior thereto, CarmelFest has been cancelled and Vendor has been so notified.

**Check-in.** The Vendor shall check-in at The CarmelFest 2022 Information Booth upon arrival to verify location of booth and to receive assistance with electrical and water hook-ups, if required. The established set-up time will be 3:00PM on Saturday, July 2<sup>nd</sup>, unless otherwise notified in writing by the CarmelFest 2022 Committee.

**Pricing.** The Vendor shall establish its own prices for items to be sold at CarmelFest 2022. Fees. The Committee requires a fee with this application for each booth space. No fees or

applications shall be accepted after June 1, 2022, unless booth space is still available. Once paid, all application fees are non-refundable. Fee details are as specified on the application form.

SPACE IS LIMITED. Preference on booth location will be determined by previous participation, timely submission of vendor application, type of food served, and power and water requirements.

THE COMMITTEE RESERVES THE RIGHT TO NOT ACCEPT FEES AND RESERVATIONS TO AVOID OVER DUPLICATION OF FOOD.

Damages. Each vendor will be responsible for any and all of the damages outlined below. If the committee determines that the Vendor is responsible the vendor may be charged up to \$200 in damages. Failure to pay the damages would result in the Vendor not being invited to any future events. The following are possible issues that may result in damages being assessed:

- a. Vendor uses utilities (electricity, water & waste) in excess of needs stated in this application;
- b. Vendor dumps trash, grease or similar waste in other than proper receptacles;
- c. Vendor fails to vacate the CarmelFest area on a timely basis after the close of business on the last day, as ordered by either the Committee or the Carmel Police Department; and
- d. Vendor violates any other provisions of this agreement.

Deliveries and Parking. No vehicular traffic will be allowed in the CarmelFest Area after the start of CarmelFest 2022 on Sunday, July 3<sup>rd</sup>, or on Monday, July 4<sup>th</sup>. Except as otherwise directed by the Committee or the Carmel Police Department, the Vendor shall park all delivery vehicles only in legal parking spaces surrounding the CarmelFest area and all deliveries shall be made only by push-cart or by hand. Vehicles illegally or improperly parked may be towed.

Electricity. The Committee shall provide, to the extent possible, the Vendor with 110V or 220V, 20 Amp Three Wire, Single Phase electrical service. 220V equipment needs must be specified and, due to physical restraints of the CarmelFest area, may limit positioning of Vendors. The Vendor hereby recognizes that, due to acts and or occurrences beyond the control of the Committee, including but not limited to precipitation, equipment failure and misuse by Vendors, said electrical failure may be terminated at no fault to Committee for lost or damaged goods. In the event of such termination, Vendor hereby holds the Committee, its electrical subcontractors, installers, or any other parties listed in Section 15 of this agreement hereof harmless for any and all liability there from.

Spillage. The Vendor shall make adequate provisions for the prevention of grease, oil or other materials that can stain the surface of the Carmel Fest area. This is a very strict requirement of the State of Indiana Board of Health. At a minimum, the Vendor shall place heavy-duty and freeze resistant plastic under and around its stand. The Vendor may place cardboard or other absorbent paper over the plastic as an additional protection against spillage, but may not use other materials in lieu of plastic unless approved by the Board of Health. The Vendor shall also clean up spills immediately after the occurrence thereof. If grease is spilled upon the CarmelFest area resulting in a cleanup by the Committee, a cleaning fee not to exceed \$500.00 may be assessed.

Refuse Removal. The Committee will provide refuse receptacles around the Food area for your use. The Vendor shall notify the Committee or its designees when such receptacles are full.

Water. The Vendor shall be responsible for its own water supplies. This includes all food grade hoses. The committee will only provide water sources. It is the vendor's responsibility to know how much hose you will need from your food booth to the nearest water source. If water from an outside source is required, Vendor shall so notify the Committee upon the submission of this contract. Similar to the above requirements for electricity, need for an outside water supply may limit placement and spacing of Vendor.

Tables. The Vendor will provide all tables necessary for the serving area only. Space will be provided by the Committee, in addition to the general CarmelFest area, for seating of consumers.

**INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE** a) Vendor's Responsibility The Vendor releases the CarmelFest Committee, the City of Carmel, the State of Indiana and the business or government entity in front or nearby the Vendor's booth space (if any), (hereinafter jointly and severally referred to as "Indemnities"), from, assumes the risk of, shall be responsible for, and shall indemnify the Indemnities and hold them harmless from, any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property occurring before, during, or after CarmelFest, regardless of cause. Vendor's obligation to indemnify the Indemnities hereunder shall include the duty to defend against any claims asserted by reason of any loss, damage or injury for which Vendor is obligated under this subparagraph 15 (a) to indemnify the Indemnities and the duty to pay any judgments, settlements, costs, fees, and expenses, including attorneys' fees, incurred in connection therewith. Notwithstanding anything herein to the contrary, Vendor shall bear the risk of any loss or damage, regardless of cause, to its property. b) Vendor's Insurance. Vendor shall at all times before, during, or after the CarmelFest dates, carry, at its own expense, for the protection of Vendor and the Indemnities, as their interests may appear, one or more policies of general public liability insurance, issued by an insurance company acceptable to the Committee, with the following minimum coverage against loss of or damage or injury to any person (including death resulting therefrom) or property occurring in connection with all of Vendor's activities at CarmelFest. c) Comprehensive General Insurance.

Vendor's Insurance must include a broad form comprehensive general liability (BFCGL) endorsement in addition to standard general liability policy that provides coverage enhancements including blanket contractual liability; personal injury (PI) and advertising liability; premises medical payments; host liquor liability; fire legal liability on real property; broad form property damage (PD) liability, including completed operations; limited worldwide coverage; additional persons insured (employees); extended bodily injury (BI) coverage; and automatic coverage for newly acquired organizations. Limits of Liability shall not be less than: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

Such insurance policy or policies shall name the Indemnities as an additional insured and shall

provide that the policy may not be cancelled. Vendor shall furnish the Committee with Certificates of Insurance evidencing such coverage. Should Vendor fail to carry such insurance and furnish the Committee with such Certificates of Insurance after a request to do so, the Committee shall have the right to obtain such insurance and collect the cost thereof from the Vendor. Alternatively, the Committee may ban Vendor from participating in its activities.

Fire and Health Cost. The Vendor shall contact and comply with all Health and Hospital food regulations and licensing requirements, fire prevention codes and other applicable laws, codes, and variances. All fees, dues or other payments associated with meeting the above-mentioned stipulations are at the Vendor's expense. A copy of the Certificate(s) shall be furnished to the Committee prior to the opening of CarmelFest 2022. A Board of Health certificate is required for all Vendors classifies as food operations. Forms may be obtained by calling (317) 776-8500 or from the Hamilton County Health Department, 1 Hamilton County Square, Suite 30 Noblesville, IN 46060.

Cancellation. The Vendor hereby agrees that the Committee may cancel CarmelFest 2022 in the event of inclement weather, damage or destruction of the Carmel Fest area or any other occurrence beyond the Committee's control which, in the opinion of the Rotary Club of Carmel would make the holding of Carmel Fest impossible or impractical. If canceled, Vendor agrees to cease all operations, including the sale of all items, immediately upon notification. There will be no rain dates for CarmelFest 2022.

Risk of Loss. The Vendor hereby agrees to bear all risk of loss occasioned or arising out of the fact that CarmelFest 2022 may be canceled or terminated under the provisions of the Agreement and that the Committee shall not be responsible for any losses suffered by the Vendor by reason of such cancellation or termination.

Authority. Each party executing this agreement on behalf of the Committee or the Vendor hereby certifies that he or she is authorized by their respective organization or company to contractually bind said organization or company to the right obligations and remedies provided herein.

THIS VENDOR AGREEMENT CONSTITUTES AND REFLECTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SHALL ONLY BE MODIFIED BY A WRITTEN INSTRUMENT REFERREING TO THIS VENDOR AGREEMENT, SIGNED BY EACH PARTY HERTO.

IN WITNESS THEREOF, the parties have executed this agreement on the dates first mentioned above.

VENDOR signature: \_\_\_\_\_

CARMELFEST signature: \_\_\_\_\_

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

Print name, title: \_\_\_\_\_

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

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

PLEASE NOTE: The following pages must be filled out completely and returned with this contract. You may copy this contract for your records, but no agreement will be honored without this page and the Vendor Information and Fee Payment Pages.

## The Rotary Club of Carmel

Direct: (317) 590-2531  
 Fax: 317-706-0798

Jill Gilmer, Food Director  
 9102 North Meridian St.  
 Ste 100  
 Indianapolis, IN 46260

### CARMELFEST VENDOR 2021 INFORMATION AND FEE PAYMENTS

MAIL CONTRACT TO:

**CarmelFest 2022**  
 9102 N. Meridian St.  
 Ste 100  
 Indianapolis, IN 46260

NAME OF VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON(S) \_\_\_\_\_

HOME PHONE#: \_\_\_\_\_ WORK PHONE#: \_\_\_\_\_

CELL#: \_\_\_\_\_ FAX#: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

A. STANDARD BOOTH SPACE	10 x 10	\$1050	\$ _____
B. MEDIUM SIZE BOOTH SPACE	10 x 15	\$1250	\$ _____
C. LARGE SIZE BOOTH SPACE	10 x 20	\$1450	\$ _____

**Power grid: See grid to determine how much power you need. (Note: If you need power on the day of the event and have not requested it, or if you need additional power on the day of the event, the costs on the grid will be doubled.)**

	220 V	110 V
0-25 amps	\$50/line	\$35/line
25-49 amps	\$50/line	\$50/line
50-74 amps	\$75/line	\$50/line
75-99 amps	\$100/line	\$75/line
100 + amps	\$150/line	\$100/line

110 Amps/ ) \$ \_\_\_\_\_

220 Amps/ ) \$ \_\_\_\_\_

**TOTAL FEE FOR THIS APPLICATION-\$ \_\_\_\_\_**

Normal electrical hook-up, tear down, and power source needs will be provided by the Committee. If the Committee's on-site electrician is called to repair, restore, or provide any additional power cords, or connectors, etc. the vendor will be billed by the committee for such time and use of the Committee's electrician.

**CarmelFest 2022**

Direct: 317-590-2531  
Fax:317-706-0798

Jill Gilmer, Food Director  
9102 North Meridian St.  
Ste 100  
Indianapolis, IN 46260

NAME OF VENDOR: \_\_\_\_\_

**Booth Space Size** Please include length and depth, allowing room for any outside equipment, open awnings, tongue, or serving area. Please be truthful and realistic! Please do not sign up for more than you need, and space sizes will be verified prior to festival. Booth Space Length: \_\_\_\_\_ Width: \_\_\_\_\_

If you have a trailer, what side of the trailer do you serve out of?       Driver       Passenger

Will Vendor need water hookup?       Yes       No

Does Vendor need drain for water?       Yes       No

Will vendor be able to arrive for set-up after 3:00pm Saturday, July 2<sup>nd</sup>?       Yes       No

Electrical needs (if applicable - does not include basic light hookup)- ***YOU MUST BE SPECIFIC***

#OF PIECES	EQUIPMENT DESCRIPTION	VOLTAGE	AMPS

Complete listing/description of food to be sold at this booth with pricing  
(Vendor WILL be limited to these items during the festival):

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