

MUDBUG MADNESS FESTIVAL #39

Presented by: SWEPCO

May 26-28, 2023

Food Booth Application

Deadline: February 17, 2023

NAME OF BUSINESS/ORGANIZATION: _____

YOUR NAME: _____

PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

E-mail: _____

Please follow guidelines below regarding prices for foods that you wish to serve. You must serve items in each price category below. You may only serve one item at \$12 but can serve more than one at the other price levels. Please use the back of the application or attach a separate sheet, if necessary. Note: Maximum price for one (1) food offering shall not exceed \$12.00. Include in the description:

Food Item

Serving Size

How Food Will Be Served

Item #1@ \$12.00 _____

Description: _____

Item #2 @ \$11.00 _____

Description: _____

Item #3 @ \$10.00 _____

Description: _____

Item #4 @ \$9.00 _____

Description: _____

Item #5 @ \$8.00 _____

Description: _____

(Additional items may be listed on back; the more you submit, the better your chances.)

Electrical Outlet Requirement: Describe in detail all equipment to be used. Only pre-approved equipment will be allowed in food booths. Equipment requiring additional power may not be added to booth once festival has begun. _____ (please initial)

Specify the type and number of 220 plug receptacle(s) needed:

Number of 110 outlets needed: _____

FEE SCHEDULE (Make checks payable to Mudbug Madness)

Food Service Rental Fee: 10' Front x 20' Depth (TENT) **\$1,100** _____ Enclosed:

This application is for a 10' x 20' TENT, which is provided by the festival. If you cannot work from a tent and must work from your trailer, check here: _____ Space for trailers is very limited.

Application will NOT be considered without payment of fee.

Parking Space Assignment: Fee includes one assigned standard parking space to be used for transportation vehicle only, not for storage vehicles. Pass will be given at check-in.

Storage/Refrigeration Vehicle: Parking of storage/refrigeration vehicles (based on a maximum width of 8') will be available on site, but **NOT** behind or around your booth. Storage vehicles are defined as trucks or trailers used to store food and/or equipment. Please mark whether or not you need electricity for this space. Only those storage/refrigeration vehicles listed on this application and approved by the Mudbug Madness Committee will be permitted. No exceptions will be made.

<u>Length</u>		<u>Fee Enclosed</u>	
Up to 15'	_____	\$ 50	_____
16' to 30' (max)	_____	\$100	_____

PARKING AREA CANNOT HOUSE A VEHICLE TALLER THAN 14 FEET.

No electricity needed _____

Type of electricity required for vehicle _____

Cooking rigs: Cooking rigs are defined as smokers, grills, fryers, trailers, etc. used in conjunction with the preparation of food. Please attach photo of any cooking rig to be used. If any of these is used and cannot be set under the requested tent, the following additional fee will apply.

<u>Cooking Rig Length</u>	<u>Fee</u>	<u>Enclosed</u>
2' to 5'	\$250	_____
5' to 10'	\$500	_____

Please enclose signed application and policy and all applicable fees and mail to:

Mary Helen Marrs
Mudbug Madness
629 Spring Street
Shreveport, Louisiana 71101

It is **not** necessary to submit proof of insurance until AFTER notification of acceptance. **Certificate of Insurance may be emailed to maryhelen@dsula.org.**

I (We) acknowledge that Downtown Shreveport Unlimited is not responsible for any accidents or injury to life or to property in connection with this event.

Signature

Date

NOTE: SUBMISSION OF THIS APPLICATION DOES NOT GUARANTEE ACCEPTANCE. VENDORS WILL BE NOTIFIED INDIVIDUALLY OF ACCEPTANCE OR REJECTION.

MUDBUG MADNESS FESTIVAL #39
May 26-28, 2023
FOOD VENDOR POLICY

Downtown Shreveport Unlimited and Vendor agree that the Booth Rental Agreement shall be governed by the following terms and conditions:

1. Reservation of Space and Payment of Booth Rental Cost:

Applications must be received on or before February 17, 2023 and must be signed and accompanied by the total booth rental fee and a signed Food Vendor Policy as directed below. **Application will NOT be considered without specified fee.**

2. Fee Schedule:

Food service rental fees are \$1,100 for a 10 x 20 tent. Fee includes tent, two 8-foot tables, and pre-approved electrical and water needs. Vendors must provide tent lighting.

If you must work from a trailer, please indicate so on the application. Space for trailers is very limited.

Crawfish vendors will be assigned one standard parking space to be used for transportation vehicle only and a maximum of 50 admission tickets for festival entrance for workers. Worker lists may not be given to admissions personnel for entry.

Parking of storage vehicles with a maximum width of 8' will be provided on site. Parking fees are \$50 for vehicles up to 15 feet and \$100 for vehicles 16-30 feet. No vehicle over 30 feet is allowed. Storage vehicles are defined as trucks or trailers used to store food and/or equipment. Please attach a photo of the storage rig or trailer if one is to be used. Only those vehicles listed on this application and approved by the Mudbug Madness Committee will be permitted. No exceptions will be made.

Cooking rigs used behind food service areas (trailers used in conjunction with the preparation of food) are allowed for a fee of \$250 for a 2-5 foot rig and \$500 for rigs over 5' up to 10'.

3. Vendor Duplication:

DSU and the Mudbug Committee reserve the right to duplicate menu offerings between the main site and the Swamp only if necessary.

4. Insurance:

Proof of public liability insurance must be provided by each Mudbug Madness vendor **after notification of acceptance** and must include bodily injury, property damage and personal property injury in the amount of not

less than one million dollars (\$1,000,000.00), naming Downtown Shreveport Unlimited and the City of Shreveport as additional insured parties. Vendors will not be allowed to enter festival without prior submission of proof of insurance, which should be emailed to maryhelen@dsula.org.

5. Cancellation:

Booth rental payments are non-refundable and non-transferable unless written notice of cancellation is received not less than thirty (30) days prior to the festival opening date.

6. Acceptance:

Upon acceptance applicant agrees to abide by all rules set forth by the Mudbug Madness Festival Policy and to honor instructions as deemed necessary during the event as issued by the Festival Chairman, Food Chairman or DSU.

7. Cancellation, Rejection or Eviction of Vendor:

DSU reserves the right to reject any prospective vendor. This Agreement is not subject to cancellation by vendor except as provided herein. DSU reserves the right to evict Vendor from the festival site for behavior which is or might be judged detrimental to the successful operation of any DSU function or infringes on the rights of other vendors. Any such judgment by DSU principals and the Festival "Chairmen" is final and shall be in the sole discretion of DSU.

8. Unforeseen Events:

DSU cannot guarantee Vendor's protection from loss or insure against loss for any reason. Vendor hereby waives any claim for incidental or consequential damages or compensation resulting from the inability to use the premises and agrees that DSU may retain the portion of payments made by Vendor necessary to cover expenses incurred by DSU incidental to the opening and management of the show through the time of termination.

Vendors are urged to insure their equipment and food at their own expense. DSU will not be responsible for any injury that may occur to any employees, theft, loss of life or damage to any property from any cause whatsoever, regardless of whether management furnishes guards or night watchmen.

9. Use and Occupancy:

DSU may, in its sole discretion, assign, designate or change Vendor's booth location. The festival will provide: (1) a covered booth and space assigned according to fee schedule to be used for food storage, preparation and sales and electricity as outlined on vendor application. Electrical capacity in booth cannot be increased once festival has begun. Only **pre-approved equipment** will be allowed in booth.

No equipment requiring additional electrical power will be allowed. _____ (please initial)

Vendor shall not alter booth construction and the Mudbug Madness festival will not provide uniform signage for each booth. No additional banners or signage will be allowed. DSU reserves the right to remove any signage that does not comply with the overhead banner specifications.

Vendors must check in with Vendor Chairman by 3pm Thursday, May 25, 2023, or contract is null and void. Should vendor not check in by **3pm**, booth will be removed from the site or sold to another vendor. Vendor must be completely set up by **5pm on Thursday**, as no equipment can be moved into the site after that time. It is permissible to bring in **food inventory only** on Friday morning. Vendor shall arrange for removal of equipment and fixtures from the festival site by **Monday, May 29, 2023, beginning at 8am**. Please be aware that tent company will begin removing tents early Monday morning and is not responsible for equipment left in tents. Donations of equipment to city workers must be pre-approved by a city supervisor.

Vendors are responsible for providing their own change. Neither DSU nor the Mudbug Madness Festival will provide change for any vendor.

VENDOR SHALL SUPPLY ONE GENERAL PURPOSE FIRE EXTINGUISHER FOR BOOTH.

No vehicles will be allowed on the festival site after 10am each day of the festival. Vendors must have ample inventory in the booth by 10am or else the inventory will have to be walked in. Service gates to the site will shut at 10am promptly. There will be absolutely no exceptions.

Vendor shall staff its booth during all hours of the festival and booth shall not be left unattended until after the publicized closing hour. Early departure from the Mudbug Madness Festival constitutes breach of contract and assessment of a \$250.00 fine. _____(please initial)

Booths must be staffed and operated as follows:

Friday, May 26 through Sunday, May 28, 2023 – 11am until 11pm

Food may not be served before or after designated hours. **No tip jars are allowed in food booths.**

10. Early Departure

All vendors must remain open during festival hours. Should vendor sell all merchandise prior to festival closing, vendor must continue to occupy booth until closing on Sunday night. Early departure from the Mudbug Madness Festival constitutes breach of contract and assessment of a \$250.00 fine.

11. Sale or Distribution of Food and Beverages:

Only pre-approved food items may be sold. **No changes in menu or price will be tolerated.** The maximum price for one (1) food offering shall not exceed \$10.00. Other offerings at lower prices should also be included

in your application. No food may be sold or distributed for consumption on festival premises by anyone except authorized food booths. Samples may be given at the discretion of the individual food vendor.

MUDBUG MADNESS RESERVES ALL RIGHTS TO BEVERAGE SALES. NO EXCEPTIONS WILL BE MADE.

12. Right to Enter:

It is agreed that representatives of DSU may enter into and upon said premises and examine the same and the condition thereof.

The Food and Health Inspector, the Vendor Chairman, and DSU reserve the right to examine any product, food, or item sold prior to application approval and periodically during the festival.

13. Waiver of Liability:

It is specifically agreed by the parties to this Agreement that DSU, its agents, employees or assignees are no way liable for any loss, damages or theft of any property belonging to the vendor while on the site, grounds and area of the Mudbug Madness Festival. The vendor specifically acknowledges that DSU provides on insurance and accepts no responsibility for any such loss whether the said loss is by accident, act of God or intentional act of destruction.

14. Indemnification and Hold Harmless:

Vendor agrees to hold harmless, indemnify and defend DSU, its directors, officers, employees, agents, insurers, successors, assignees and any person or entity to which DSU owes a similar duty of indemnification (each of these persons and entities being referred to for purposes of these indemnifications and hold harmless provisions as "DSU") from and against all actions, liabilities, claims, assessments, taxes, fees, charges, losses and expenses (including but not limited to a civil judgment, costs or expenses associated in any way with the investigation, processing or settlement of a claim whether valid or not, any amount charged by a governmental body, and attorney's fees which would not have been incurred but for the submission of a claim) arising out of, resulting from or any way associated with or contributed to by any claimed act, omission, negligence, fault or violation of law, regulation or rule by Vendor or any of its employees, agents, others employed directly or indirectly by Vendor, volunteers or other persons in or about Vendor's booth or bulk area.

15. No Assignment:

This Agreement is based upon the personal relation between the parties. Vendor shall not have the right to assign, share or sublet this Agreement or any interest in this Agreement, and this Agreement shall not be assignable by operation of law without DSU consent.

16. Application Modification:

DSU reserves the right to accept, reject or modify the Vendor Contract. Vendor will be notified in writing of confirmation or any changes.

The undersigned has read and agrees to all the terms set forth above, as well as the terms of the attached application.

VENDOR APPROVES AND ACCEPTS:

Authorized Representative

Date

Your signature on this policy indicates your agreement to its terms. No application will be accepted without submission of a signed Vendor Policy or payment of rental fee.