



## Vendor Application and Agreement

July 18, July 25 and August 1, August 8, 2017, 5:00 – 9:00 pm

<https://www.facebook.com/rotaryrockinrobbins/>

The Rotary Clubs of Willmar (the “Rotary”) are grateful to the community for embracing **Rockin’ Robbins!** We expect thousands of people to be drawn to the concert series and family festival in July and August this year! In addition to offering four free concerts featuring Chris Hawkey, the Dam Jammers, Matt Vee and the Fabulous Armadillos, we invite businesses and organizations in the community to join in the fun at Robbins Island. We are currently accepting applications for food and retail vendors, as well as nonprofit organizations interested in participating in these exiting events.

**Interested in becoming a vendor?** Please read the following information, complete the application and contract, and return it to:

### Rockin’ Robbins!

PO Box 895  
Willmar, MN 56201

**Submission of the application is not a guarantee of participation.** Within two weeks after receiving the application, a *Vendor Selection Committee member* will notify applicants by phone or email if they are accepted or denied participation. The Rotary reserves sole and absolute discretion in the selection of vendors for the event, and may give preference to local vendors. However, in selecting vendors, the Rotary will not discriminate on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, disability, age or marital status.

**For 2017, booth space for Food Vendors will cost \$50 per week or \$150 in advance for all four dates, Retail/Non-Food Vendors \$25 per week or \$80 in advance for all four dates. Non Profit organizations will not be charged.**

**Note to Food Vendors:** All items must be prepared, displayed and stored in accordance with the MN Department of Agriculture, the MN Department of Health, and the Kandiyohi County Public Health.

All producers of processed food items are required to adhere to all laws pertaining to the production and selling of such goods, and the products must be sold with a valid processing license and comply with all MN labeling laws.

**Permits:** All permits and licenses required are the sole responsibility of the vendor.

**Helpful Websites:** MN State at [www.state.mn.us](http://www.state.mn.us); MN Dept. of Agriculture at [www.mda.state.mn.us](http://www.mda.state.mn.us); MN Dept. of Health at [www.health.state.mn.us/divs/eh/food/code/index.html](http://www.health.state.mn.us/divs/eh/food/code/index.html)

Kandiyohi Special Event Food Stand application:

[http://www.co.kandiyohi.mn.us/departments/public\\_health/environmental\\_health/food\\_beverage.php](http://www.co.kandiyohi.mn.us/departments/public_health/environmental_health/food_beverage.php)

**Note to all Vendors:** The "Foot Lake Market" at Rockin' Robbins is designed to showcase food vendors, artisan merchants, home-based businesses, and nonprofit organizations. For-profit, commercial businesses are not eligible to have a booth to sell products or to distribute promotional literature, nor are vendors permitted to sell "after-market" goods or products such as bulk food/products purchased from retail stores or wholesale vendors. No political group/party applications will be accepted.

[Vendor Agreement, Waiver, and Release](#)

Please print clearly and fill out all areas that pertain to your business/organization and your participation as a vendor at Rockin' Robbins.

Contact Person: \_\_\_\_\_ Business/Organization Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Names of employees who may work for you at your booth: \_\_\_\_\_

**Available Vending Spaces:** One space is 11' x 11'. Vendors will be allocated one space unless suitable justification is submitted with the application. Attach justification if necessary.

**I am signing up for \_\_\_\_\_ space(s) for the following dates, 5pm – 9pm:**

July 18     July 25     August 1     August 8

[Food Vendor Application](#)

**LIST ALL YOUR MENU ITEMS:** Attach a list of each menu item you will sell. Once approved, items cannot vary unless pre-approved by the committee. Photos (electronic photos preferred) of your booth and/or products are optional but appreciated. The Rotary reserves the right to use your photos on the *Rockin' Robbins* website or elsewhere.

**DESCRIBE YOUR VENDING UNIT:** One space is 11' x 11'. Vendors will be allocated one space unless suitable justification is submitted with the application. Include generator, hitch, signage, etc. in your measurements.

**Required Dimensions: Width & Length:** \_\_\_\_\_

Self-contained food truck     Food trailer hitched to another vehicle

From which side(s) can you serve?     Driver     Passenger     Front     Back     All Sides

Do you need to send a vehicle "runner" to and from a restaurant/store during the event? \_\_\_\_\_

If you are vending from a tent, ARE YOU PLANNING TO USE A GRILL?  YES     NO

If you are vending from a tent, are you planning to use a generator?     YES     NO Model & Size \_\_\_\_\_

**INDICATE VENDOR TYPE:**     FOOD PREPARED ON SITE     HOME-MADE PRE-PACKAGED FOOD

### Retail Vendor Application

**ITEMIZED VENDOR SELLING LIST:** Attach a list of the items you will sell. Once approved, items cannot vary unless pre-approved by the committee. Photos (electronic photos preferred) of your booth and/or products are optional but appreciated. The Rotary reserves the right to use your photos on the *Rockin' Robbins* website or elsewhere.

**DESCRIBE YOUR VENDING UNIT:** One space is 11' x 11'. Vendors will be allocated one space unless suitable justification is submitted with the application.

Self-contained trailer, truck, bus, or other vehicle. Dimensions: Width and Length \_\_\_\_\_

Are you vending from a tent?  YES  NO All vendors must have a canopy tent that is weighted down, not staked.

Electrical outlets are NOT available. Should you need electricity, you will need to provide your own quiet generator. GENERATOR?  YES  NO Model & Size \_\_\_\_\_

**INDICATE VENDOR TYPE:**  Home based products  Hand-Crafted Items  Other \_\_\_\_\_

### Nonprofit Vendor Application

**DESCRIPTION OF ACTIVITY:** Nonprofit organizations are asked to provide interesting, even entertaining activities that will promote their services. Fun giveaways, skill contests, games, etc. are encouraged. These types of activities tend to attract more people to the booth. Soliciting donations, selling food products, bottled water and/or raffle tickets are not allowed. Photos (electronic photos preferred) of your booth and/or activities are optional but appreciated. The Rotary reserves the right to use your photos on the *Rockin' Robbins* Facebook page or elsewhere.

### Terms of Agreement, Waiver, and Release:

In consideration of the opportunity to participate in *Rockin' Robbins* (the "Event"), and as a condition precedent to such participation, the Vendor named herein (the "Vendor") agrees to be bound by all of the terms and conditions described herein, and also agrees to release, indemnify and hold harmless the premises owner (the City of Willmar) and the event sponsor, the Rotary Clubs of Willmar, a Minnesota non-profit corporation (the "Rotary"), as well as its affiliates, members, board members, volunteers, agents and employees, from and against any and all claims, damages, medical expenses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of the Vendor's participation in the Event, including without limitation, liability for any injuries, damages and/or illnesses to any employees, agents, customers, clients, invitees, guests or other members of the public that may have directly or indirectly resulted from the conduct of the Vendor, or the conduct of the Vendor's agents or employees, the products or services sold by the Vendor, the negligence of other participants in the Event, and/or from the negligence of the premises owner or the negligence of the Rotary, its affiliates, members, board members, volunteers, agents and employees.

### In addition, I agree:

That I have read and agree to be bound by all of the terms of this Vendor Agreement, Waiver & Release, including all of the Rules and Responsibilities attached as Addendum A.

That the Vendor has and will maintain during the Event an insurance policy for Comprehensive General Liability insurance in the combined amount of at least \$1,000,000 (per occurrence and in aggregate, and that it will name the Rotary Club as an additional insured. Certain types of activities may not require insurance of this amount or character. **Check here  if the Vendor intends to contact the "Foot Lake Market" Chair to request an exemption from this requirement.**

That the Vendor has and will maintain during the Event a Workers Compensation insurance policy, as required by law. In the event that the Vendor believes that it is not required to carry such insurance, the Vendor agrees to

furnish to the Rotary's "Foot Lake Market" Chair a written explanation of its legal exemption from such coverage requirement. **Check here  if the Vendor intends to contact the "Foot Lake Market" Chair to request an exemption from this requirement.**

That the Rotary and the City of Willmar are not liable for any theft, losses or damage to the Vendor's property, which might occur as a result of participating in the Event.

That the Vendor is required to furnish its Minnesota tax ID number to participate in the Event, and is responsible to pay any and all sales taxes and other legal obligations associated with the sale of any products or services at the Event.

That the Vendor hereby grants consent and permission to the Rotary, its affiliates, members, board members, volunteers, agents and employees, to use the Vendor's name(s), image(s), photograph(s), videotape(s), motion picture recording(s), voice recordings or likeness(es), including those of the Vendor's employees and agents for any Rotary purposes, including Event publicity and promotion.

That the undersigned is duly authorized by the Vendor named above to sign the Agreement, Waiver and Release, and to bind said Vendor to all of the terms herein. By my signature below, I consent and agree to the terms of the *Agreement, Waiver and Release* and the attached *Rules and Responsibilities*.

VENDOR

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Accepted by a duly authorized representative of the Rotary Clubs of Willmar, a Minnesota non-profit corporation.

ROTARY CLUB

By (signature): \_\_\_\_\_ Date: \_\_\_\_\_

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

Please complete this for and remit payment to:

**Rockin' Robbins**

PO Box 895

Willmar, MN 56201