



ROCKIN' ROBBINS

Vendor Application and Agreement

July 11, July 18, July 25 and August 1, 2023 from 5:00 – 9:00 pm

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

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 incredible music, we invite area 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.

SUBMISSION OF THE APPLICATION IS NOT A GUARANTEE OF PARTICIPATION.

APPLICATIONS DEADLINE IS APRIL 28th, 2023. The Vendor Selection Committee 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.

VENDOR FEES

Food Vendors will cost **\$150** per week or **\$500** in advance for all four dates.

Retail/Non-Food Vendors **\$75** per week or **\$200** in advance for all four dates.

Non Profit organizations will not be charged.

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; MN Dept. of Agriculture at www.mda.state.mn.us; MN Dept. of Health at www.health.state.mn.us/divs/eh/food/code/index.html

Kandiyohi Special Event Food Stand application:

https://www.kcmn.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.

Please select the type of vendor activity

Food Vendor Retail/Non-Food Vendor Nonprofit Organization

Contact Person: _____

Business/Organization Name: _____

Business Address: _____

Mailing Address: _____

Business Phone: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Website: _____

I am signing up for the following dates, 5pm – 9pm:

July 11 July 18 July 25 August 1 **All Four Dates**

FOOD VENDORS - LIST ALL YOUR MENU ITEMS: Please 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.

RETAIL/NON-FOOD VENDORS - ITEMIZED VENDOR SELLING LIST: Please attach a general description 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.

NONPROFIT ORGANIZATIONS - 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 website, social media or elsewhere in promotion of the event.

DESCRIBE YOUR VENDING UNIT/SPACE: Vendors will be allocated space based on size of unit and description information submitted with the application. Include generator, hitch, signage, etc. in your measurements.

Self-contained food truck Food trailer hitched to another vehicle Tent

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

Required Dimensions: Width & Length: _____

Do you need to send a vehicle "runner" 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

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.

I agree that I have read and agree to be bound by all of the terms of this Vendor Agreement, Waiver & Release.

- 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.
- 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.
- 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.
- The Rotary Club of Willmar reserves the right to immediately remove a vendor for cause. Refund of vendor fees shall be determined at the sole discretion of the Rotary Club of Willmar.
- 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 Signature: _____

Date: _____

Print Name: _____

Title: _____

Please complete this form and remit payment to:

Rockin' Robbins

PO Box 294

Willmar, MN 56201 or email to vendor@rockinrobbins.com