



FOOD VENDOR APPLICATION- 2020

Mail To: SunFest Inc.,
PO Box 2404
Bartlesville, OK 74005

Questions Please Contact:
Email: sunfestbville@gmail.com
Call: 785-435-9023
www.bartlesvillesunfest.org

Friday May 29, 2020 (3pm-9:30pm), Saturday May 30, 2020 (10 am-9:30pm), Sunday May 31, 2020 (11am-5pm)

Please complete and read ALL pages of Application

Primary Contact Name _____ Business Name _____

Mailing Address _____ City, State, Zip _____

Phone Number _____ Email _____

Have you been part of Sunfest in previous years? Yes No

**Previous participation in Sunfest does not guarantee acceptance.*

Do you have an Oklahoma sales tax permit number Yes _____ No _____

Trailer Length (including tongue) and Width _____

Tents will not be permitted for food preparation and cooking purposes.

Do you serve from the passenger side or driver's side _____

Electrical requirements:

Volts _____ Max Amps _____

Plug type 20amp _____ 30amp _____ 50amp _____ Hardwired _____

Number of Outlets required: _____ Additional outlets will incur a \$50.00 charge per outlet

***One outlet included in entry fee**

Do you have a stock trailer Yes _____ No _____

***Stock Trailers will be an additional \$50 Charge per trailer**

Electrical requirements Volts _____ Max Amps _____

Enclosed find check(s) totaling:

Entry Fee: \$150.00

Extra Outlets \$ _____

Stock Trailer \$ _____

Total enclosed \$ _____


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Food Items:

Top 3 food items you sell (if applicable):

1) _____

2) _____

3) _____

Please attach your full menu, including prices and pictures of your trailer on a separate paper.

Entry fee is non-refundable once you have been accepted as a food vendor. Checks will not be cashed until official acceptance is given. Once your application is accepted your check will be cashed.

Notice of the committee's decision will be sent to applicants no later than February 21, 2020. This notice will be sent via E-mail. Entry and electrical fees will be refunded if not accepted by the committee.

Signature _____

Date _____

Application deadline is Friday February 7, 2020.


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2020 Sunfest Food Vendor Agreement

- 1. Dates of Festival:** Friday, May 29– Sunday May 31, 2020
- 2. Set-up and Tear Down:** Set - up will start now earlier than Thursday, May 28, 2020 at 10:00 a.m. and Teardown may not begin before 5:00 p.m. Sunday, May 31, 2020. You may NOT enter or exit the park until check in and check out has been done with the food Committee Chairman.
- 3. Hours of Operation:** Vendor will be required to set up and be ready for inspections by the Washington County Health Department no later than 12:00 p.m. (noon) on Friday, May 29, 2020. Vendors will maintain operational hours on Friday, May 29 until 9:30 p.m., Saturday, May 30 from 10:00 a.m. till 9:30 p.m. and Sunday, May 31 from 10:00 a.m. till 5:00 p.m.
- 4. Health Inspections:** All vendors will be required to have a current Washington County Health Department inspection prior to selling product at Sunfest. In the even a vendor fails inspection, vendor will not be permitted to begin operation until all issues are resolved and re-inspected by the health inspector.
- 5. Gray Water Disposal:** Vendor will be responsible for the proper disposal of their gray waste water. Gray waste water containers will be provided by Sunfest. Vendors not disposing of gray waste water in accordance to health codes will have their Food Vendor Agreement terminated by Sunfest.
- 6. Cooking Grease:** Sunfest will provide a recycle bin for used cooking grease on festival grounds. If vendor chooses not to use grease recycle bin and is disposing of used cooking grease in an unlawful manner at Sunfest, your Food Vendor Agreement will be terminated by Sunfest.
- 7. Menu:** Vendor agrees to serve only the menu items that Sunfest and vendor agree to prior to the start of Sunfest. Substitutions to menu will not be permitted without Sunfest food committee approval. Vendor agrees to maintain enough product to meet the 3-day demand of Sunfest.
- 8. Exclusivities:** NO vendor will have exclusive rights (written, verbal or implied) to sell an item.
- 9. Trailer:** Vendor agrees to provide a trailer that meets Health Department standards and agrees to operate trailer in a safe, clean and sanitary manner during Sunfest. Vendor also agrees to maintain a clean area surrounding vendor's trailer that is free of trash and debris. Tents will not be permitted for food preparation and cooking purposes.
- 10. Location:** Vendor placement within Sunfest will be determined by the Sunfest Food Committee. Because of ever changing events, weather and other unforeseen circumstances at Sunfest, vendor spaces are NOT guaranteed. You will receive notification of your space area prior to the event. Space area is determined by size and electricity requirements. You may NOT enter the park until check in has been done with the Food Committee Chairman.



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11. Electrical Requirements: Vendor agrees not to exceed the power needs as stated on vendor’s application. If vendor exceeds stated electrical needs, vendor will agree to reduce power within trailer to meet maximum power needs. If power cannot meet maximum power needed, Food Vendor Agreement will be terminated.

12. Water Valves: All water must be shut off at the end of each night for daily closure. If circumstances surround your trailer to need water on at all times, this must be cleared with the Food Committee Chairman.

12. Commissions: Vendor agrees to pay Sunfest, Inc., 20% of gross daily sales. Commissions are payable the following day BEFORE 10:00 a.m. except for Sunday. Sunday commissions will be paid at the end of the festival on Sunday. Commissions will be paid directly to the Treasurer of Sunfest located on the Main Stage side on the top of the hill. Vendor agrees to provide evidence of sales through an approval form to Sunfest.

13. Insurance: Vendor agrees to maintain active insurance with the following minimum coverage’s as set forth by Sunfest, Inc. insurance underwriter. Sunfest must be listed as an additional insured endorsement on your policy.

- \$2 million aggregate
- \$1 million per occurrence
- \$5,000 medical payment
- \$2 million products/completed operations aggregate
- \$1 million personal & advertising injury
- \$100,000 damage to rented premises

14. Termination: Sunfest reserves the right to terminate this agreement with or without cause at any time.

15. Refunds: In the event of Sunfest full festival cancelation due to flood, tornado, fire or acts of God prior to the start of Sunfest, a written request for refund must be received prior to July 1, 2020. Once your request is received a decision will be made by the Sunfest board of directors and a letter of their decision will be mailed to vendor. Once Sunfest has started, there will be NO refunds.

Yes, I have read the Food Vendor Agreement and agree to abide by all points stated above

Signature: _____ Date: _____

Full Release of Claims:

I _____ (Full legal name). do hereby fully release and hold harmless SunFest, Inc., its Board of Directors, Sponsors, and the City of Bartlesville from any and all damages of any acts (willful or negligent) of Sunfest, Inc., or any other person/entity arising from my participation in, or presence at, the foresaid SunFest. I acknowledge that SunFest, Inc., allows me to participate in SunFest at my request and I hereby voluntarily and knowingly assume the total risk of any injury to my person or property arising directly or indirectly from my participation in or presence at SunFest.

Signature _____ Date: _____


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To: All SunFest Vendors– 2020

From: The SunFest Board of Directors

The **OKLAHOMA LAW** now requires the Special Event Promoter/Organizer collect sales tax for **EACH EVENT**. If you currently hold an Oklahoma Sales Tax Permit, this collection is not applicable. Technically, we are to collect the tax daily. We are asking that this collection process will be completed the mornings proceeding the following business day from 7:30am to 10am (Saturday Morning for Friday's sales; Sunday Morning for Saturday's sales) and also Sunday at close of business (5pm) for Sunday's sales. If you have an Oklahoma Sales Tax Permit Number, we are requesting a copy of your sales tax permit as we **MUST** furnish your vendor name, address, telephone number, and sales tax permit number to the Oklahoma Tax Commission.

In Order to meet this requirement, the form required to pay this tax will be provided to you as part of your final communication packet. This form is provided by the Oklahoma Tax Commission. These forms **must be fully completed and the sales tax paid unless you have a current Oklahoma Sales Tax Permit.**

Vendors will pay sales tax to **Sunfest Treasurer** as part of the daily checkout.

A copy of the Oklahoma law and our collection permit will be posted at the SunFest Headquarters.

The Sales Tax rate in Bartlesville is 8.9%

Each Vendor—Please complete:

Do you have an Oklahoma Sales Tax Permit (Circle One)

YES

NO

Please attach a copy of your Oklahoma Sales Tax Permit

Vendor Name _____

Primary Contact _____

Address _____

City/State _____

Phone Number _____

Sales Tax Permit Number _____