

# SMOKY HILL RIVER FESTIVAL

## FOOD CONCESSIONAIRE GUIDELINES

The established selection guidelines are fair and objective, yet afford the Festival Food Committee a degree of flexibility. Please understand the decisions of the Committee are final. *Decisions are based on the completeness and quality of the overall application regarding food items, price ranges, physical layout of the booth, and compliance by the food establishment with health codes and other technical needs (electricity, etc).*

1. The **MOST IMPORTANT** consideration in the selection process is the food and/or drink items be **unique, creative, and add excitement to the Festival.**
2. Food items are of high quality and the operation of the food concessionaire is effective, efficient and safe.
3. **The integrity in reporting sales** and the cooperative, congenial attitude of the concessionaire is superior. An understanding by the concessionaire that the food area is one of the important components of the Festival, and all decisions affecting the food area are made with the entire event in mind, is necessary.
4. The appearance of the food concession area and vendor staff is very important. Food booths are to be attractive, clean, well-constructed, maintained and equipped to enhance the festive atmosphere. Vendor staff should be clean and neatly dressed. Food booths need to be large enough to contain all supplies and equipment, or concealed **within an enclosed area** with fencing or lattice around the back of the booth. However, **space is limited**. For new concessionaires, this will be discussed upon your acceptance.
5. The Festival strives to keep prices affordable and food items priced \$4.00 and under receive a special notation in the Festival program and website. **The inclusion of a food item priced at \$4 or less, is a requirement.**
6. Food items are chosen for their unique qualities and so they are in sufficient supply for the Festival audience. Acceptance of a food item **does not guarantee an exclusive right** to vend that particular food item.
7. Menu board must be easy to read and in a visible area, it should also include prices and all payment options accepted. **Sales tax must be included in posted price.**
8. **If the proposed food item(s) are comparable**, first consideration will be given to:
  - a. organizations/businesses that have participated in the food concession area of the Festival in the past (and if so, those with a history of strong sales)
  - b. non-profit vendors
  - c. those with a past history of volunteer service for the Smoky Hill River Festival
9. See attached **Exhibit D** for Food Contractor Insurance Requirements.
  - Each year the Festival has both local and out-of-town vendors. For example, in 2021, 75 percent of Festival food concessionaires came from outside Salina.
  - The Food Committee evaluates each booth on site during Festival weekend. Information is shared with individual vendors after the Festival, at which time plans are made to address any problem areas.
  - Three-year contracts are awarded based on the performance of the previous year.
  - **FEES: Upon acceptance into the Festival, a \$300 non-refundable deposit will be due.** The Festival fee is 18% of total gross sales (after sales tax) minus your \$300 deposit. **All NEW food vendors will be required to pay before leaving festival grounds.**
  - **Please note: The decisions of the Festival Food Jury are FINAL. Notifications will be sent by mid-March.**
  - Thank you for your interest, cooperation and time. *Plan creatively!!!*

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**  
**(Food Contractor)**

The Contractor shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of the workers' compensation policy to be obtained by the Contractor hereunder, all policies shall name as an additional insured the City, its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall extend to Products/Completed Operations and be as broad as the insurance for the named insured, including defense expense coverage, and shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Agreement, the Contractor must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Agreement.

D. Premium and Deductible Expenses. The Contractor shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Contract.

2. Specific Coverage Requirements.

A. Commercial General Liability ("CGL"). The Contractor shall maintain CGL coverage written on ISO Occurrence form CG00 01 or an industry equivalent and shall cover liability arising from Personal Injury, Bodily Injury, Property Damage, Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors and Advertising Injury. The policy limits shall not be less than the following:

- Each occurrence \$500,000
- General aggregate \$1,000,000
- Personal and Advertising Liability \$500,000

B. Business Automobile Liability ("BAL"), if applicable. The Contractor shall maintain BAL coverage written on ISO form CA 00 01 or an industry equivalent. Coverage shall be applicable to all autos and other vehicles subject to compulsory auto liability laws that are owned, hired, rented or used by the Contractor and include automobiles not owned by but used on behalf of the Contractor. The BAL policy limits shall not be less than the following:

- Combined single limit \$500,000

C. Workers' Compensation/Employer's Liability, if applicable. The Contractor shall maintain workers' compensation and employer's liability coverage with policy limits not less than the following:

- Workers' Compensation (Coverage Part A)
  - Statutory
- Employer's Liability (Coverage Part B)
  - \$100,000 each accident
  - \$500,000 disease – policy limit
  - \$100,000 disease – each employee