

# GREATER ROCHESTER HERITAGE DAYS

333 North Hill Circle, Rochester, MI 48307  
events@dinosaurhill.org

## Non-profit sponsored **SALES or FOOD** Concession Application & Agreement

### Greater Rochester Heritage Days - Rochester, Michigan Memorial Day Weekend Saturday 11 AM– 6 PM Sunday 11 AM—5 PM

This Agreement, shall be between Dinosaur Hill Nature Preserve (hereinafter referred to as the "Committee") and the "Concessionaire", which is a not-for-profit organization identified as:

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Designated Contact Person: \_\_\_\_\_

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

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
Daytime Evening

Electricity: **YES NO** Water: **YES NO**

Description of menu items offered (please be specific):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location Preferred: (Please be specific! NOT ...."same as last year") \_\_\_\_\_

If sponsoring a for-profit food vendor, please note the vendor name, address, telephone number and contact person.

Vendor: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contact person: \_\_\_\_\_

Submission of this form does not automatically guarantee participation in the Festival. A signed copy will be returned if participation is approved by the Heritage Days Event Organizers.

***Please review and complete the second page of this form***

The Committee and Concessionaire agree to the following terms and conditions:

1. The Committee grants the Concessionaire certain rights, privilege and space during the period of the Greater Rochester Heritage Days, as stated above, to sell certain items and/or provide certain activities and for no other purposes.
2. The cost of the Concession space shall be as follows:
  - a. A **Non-Refundable** Fifty (\$50.00) Dollar deposit (payable to "Dinosaur Hill Nature Preserve") shall be mailed with this application to: Dinosaur Hill Nature Preserve, 333 North Hill Circle, Rochester, MI 48307.
  - b. Concessionaire shall contribute ten (10%) percent of net Festival sales or income in the case of a sponsoring organization to the Committee. The deposit as described in paragraph 2a. shall be applied to the payment due to the Committee. The minimum fee is \$50.00. A Gross Sales Concession Report, in a format as prescribed by the Committee, shall be completed and submitted to the Committee, along with payment within twenty-one (21) days of the close of the Festival.
3. It is the responsibility of the Concessionaire to remove all trash generated in the running of their Concession (i.e. cooking waste). During each day, any garbage generated must be bagged and taken to the proper receptacles located throughout the Park. At the conclusion of setup and the first day, any garbage generated must be bagged and taken to the dumpster as you exit the Park. At the conclusion of the Festival, any garbage generated must also be bagged and taken to the dumpster as you exit the Park. Material used in the preparation or cooking process must be contained and disposed of in the proper manner and in the proper container. The Committee will be responsible for disposing of trash generated by Festival attendees.
4. You may only sell menu items pre-approved on this application in fairness to all participating vendors.
5. Agree to handle all applications and abide by all requirements to operate a temporary food establishment in Oakland County, Michigan in accordance with the Department of Health. The organization is responsible for being able to produce a copy of the necessary license if requested by a representative of the festival or the Health Department.
6. This Agreement, or any part thereof, cannot be assigned, sublet, or otherwise disposed of without the written consent of the Committee.
7. It is agreed that the Concessionaire shall indemnify and hold harmless the Greater Rochester Heritage Days, Dinosaur Hill Nature Preserve, the City of Rochester and their employees, Committee members, representatives and volunteers as a result of any claim, lawsuit and/or settlement made or filed as a result of Concessionaire participation in the Greater Rochester Heritage Days and/or as a result of any negligence on behalf of the Concessionaire.

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Heritage Days Committee Rep., Date

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Concessionaire Rep., Date