

**CONCESSION VENDOR AGREEMENT**  
**JULY 3<sup>RD</sup> AND 4<sup>TH</sup>, 2023**

AUSTIN, MINNESOTA  
**FREEDOM FESTIVAL**



*Thank you for your interest in being a food vendor at Freedom Festival! Each stand, trailer, or other vending station will require a separate agreement and fee. The agreement is not valid until signed by the vendor and AEG representative. Questions about the food vendor agreement and food vendor issues should be directed to AEG volunteer John Mueller at 507-438-2228.*

Business Name: \_\_\_\_\_

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

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

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Requested Location:  EAST (\$300 per stand w/power and water)  WEST (\$250 per stand w/power)  
Location preference will be given to returning vendor stands. New vendor stands may require a photo of the stand prior to approval.

Space Frontage Required: \_\_\_\_\_ Feet    Space Depth Required: \_\_\_\_\_ Feet  
*In most cases, the tow vehicle must be removed unless authorized by the designated AEG representative.*

Power Required: \_\_\_\_\_ Amps Service  
*AEG will make every effort to supply adequate power throughout the event. However, AEG is not liable for any power failure during the event. It is important that vendors provide their power requirement as there is a limited amount of 220V, 50 amp services available.*

Please list your menu items for this event. In an effort to limit duplicate menu items, only AEG approved items listed may be sold. Unapproved items will be crossed out by AEG staff and may not be sold.

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Menu items reviewed by AEG representative: \_\_\_\_\_

If selling alcohol, the vendor must contact the City Clerk at 507-437-9943 for license information. Appropriate license and liquor liability insurance should be submitted with the agreement.

**REQUIREMENTS**

- Neither the Austin Enhancement Group, Inc. nor the City of Austin assumes any responsibility for any accident, injury, or mishap which may befall vendors, their employees, or customers. All vendors must provide a certificate of insurance giving evidence of \$1 million liability insurance. The certificate(s) must name the Austin Enhancement Group, Inc. PO Box 3 Austin MN 55912 **AND** the City of Austin 500 4<sup>th</sup> Ave. NE Austin, MN 55912 as an additional insured. **Please submit the Certificate of Insurance with the agreement.**
- Each vendor must provide a completed State of Minnesota ST-19 Form with this agreement.
- Fire safety in food concessions: (Stands will be inspected for compliance as listed below)
  1. Minimum requirements for fire extinguishers is a 2A10BC in each concession.
  2. L.P. containers in use at concession must be stored outside of the stand and be properly secured.
  3. A 40 BC extinguisher is recommended for using deep fryers.

4. It is mandatory that the CO2 gas is secured.

- Stands will be inspected by the health department and electrical inspectors. Vendors are responsible for payment of all fees and expenses related to these inspections. City of Austin mobile business licenses are required. Please contact the City of Austin at (507) 437-9943 to arrange for that license.
- Each vendor stand must have on site and if required by law, displayed:
  - Minnesota Department of Health License
  - Transient Electrical Inspection
  - City of Austin Mobile Business License
  - Appropriate Beer and/or Liquor License (If applicable.)

#### SET UP

- Vendors may set up their stands any time after 8 a.m. the morning of July 2<sup>nd</sup>. Spaces will be marked and power will be available by 8 a.m. July 2<sup>nd</sup>.
- AEG will make an effort to advise vendors of any **known** health, fire, or electrical inspection times prior to the event.
- Vendor stands can be left overnight (July 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup>) at your own risk. Neither the Austin Enhancement Group nor the City of Austin assumes any liability for any theft, vandalism, or other damage while on site.

#### OPERATING HOURS

- **Food vendors are required to operate on July 3<sup>rd</sup> from 12:00 p.m. to 9:00 p.m. and July 4<sup>th</sup> from 11 a.m. to 11:00 p.m.** Vendors may open up to one hour earlier if desired. The last sale on the 3<sup>rd</sup> is at 9:00 p.m. and the last sale on the 4<sup>th</sup> is 11:00 p.m.

#### STOCKING SUPPLIES

- **Motor vehicles will not be allowed in the park or vending area from one hour before the event to 30 minutes after the event concludes and pedestrians have vacated the area or a AEG volunteer authorizes entrance.** Vendors should stock their needs and supplies at least one hour prior to the beginning of the event each day. During the operating hours of the event, vendors will transport additional supplies from parking areas to their space via hand trucks, wagons, carts, or other non-motorized means.

#### TEAR DOWN / LOAD OUT

- Vendors wishing to remove their stand after the close of business on July 4<sup>th</sup> must wait to remove their stand or drive vehicles into the concessions area until all stands are closed, citizens have vacated the area, and it is safe to do so, or the designated AEG volunteer authorizes motor vehicle access.
- All concession stands, vehicles, etc. must be removed by 12 p.m. July 5<sup>th</sup>.

#### ADDITIONAL INFORMATION

- All signage and serving areas must remain in the vendor's space.
- Vendors are responsible to provide their own power cords and water hoses.
- Each vendor is responsible to help keep areas clean in and around their stands.
- Grease disposal is the responsibility of each vendor. Grease/fry oil may NOT be placed in the trash cans or dumpsters.

- Cardboard must be collapsed and deposited by the vendor into the receptacle or area designated by AEG. Do NOT place cardboard into trash cans or trash dumpsters.
- Vendors should not place packaging and other trash from food preparation and supplies into the trash carts placed for consumers. AEG will provide a trash cart to each vendor that requests one for their own use. Each vendor is responsible to empty their trash can into the dumpsters as needed and at the end of the night including July 4<sup>th</sup>. It is not acceptable to exchange the full one for an empty.
- All vendors are required to have hand sanitizer available for customer use.
- No smoking is allowed in and around vendor's space.
- No alcohol consumption is allowed in or around vendor's space except as permitted.
- Vendors agree to comply with all City, County, and State laws and mandates as required.
- Space cannot be sub-let for any other use or to any person, group or company.

TO APPLY FOR A VENDOR SPACE

- Complete this agreement in full.
- A check made to Austin Enhancement Group (AEG) must be returned with this agreement. The fee for East vendor sites is \$300. The fee for West vendor sites is \$250.
- **Each vendor unit will require a separate agreement and fee regardless of ownership.** Two stands or trailers will require two agreements. Vendor fees and this contract are to be received by AEG on or before April 28, 2023 to be considered for the initial platting.
- Each agreement must include the payment, an ST-19, copies of Liability Insurance, City of Austin Mobile Business License, MN Food License, and if applicable Liquor/Beer License and Liquor Liability Insurance.
- The agreement, payment, and documents should be sent to Austin Enhancement Group PO Box 3 Austin, MN 55912. Refunds will be issued only if the entire event is canceled.
- This agreement is in force only after signed by the vendor and then by the AEG representative and returned to the vendor.
- The undersigned vendor hereby agrees to the terms of this agreement. Any violations of the terms may result in immediate removal from the event and/or removal from consideration for future AEG events.

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

AEG Representative: \_\_\_\_\_ Date: \_\_\_\_\_

This space is for AEG use only.

- |   |            |   |
|---|------------|---|
| <input type="checkbox"/> Agreement and Payment Received         | Date _____ | Check No. _____   |
| <input type="checkbox"/> ST-19                                  |            | <input type="checkbox"/> Insurance                                |
| <input type="checkbox"/> City of Austin Mobile Business License |            | <input type="checkbox"/> State of Minnesota Food License          |
| <input type="checkbox"/> Liquor License if Applicable           |            | <input type="checkbox"/> Liquor Liability Insurance if Applicable |