



IMPORTANT DEADLINE

Vendor Application & Payment Deadline – August 16, 2019

E-mail completed downloaded applications to Nora Rosenbaum
umefoundation@gmail.com

Questions? Call 215-830-1585

Upper Moreland Educational Foundation Food Truck Festival

Location: Upper Moreland Middle School
4000 Orangemans Road
Hatboro, PA 19040

Event Details: Friday, September 6, 2019 - 4:30pm-9:00pm (rain or shine)

This application for food truck / vendor space at the UMEF Food Truck Festival will become a contract upon written acceptance based upon terms set forth by rules on page, and the guidelines established for vendors.

All Completed Vendor Applications should be returned to Umefoundation@gmail.com

Attn: Food Truck Committee

Or call 215-830-1585

Calling All Food Trucks And Craft/Community Group Vendors!

We are looking for a variety of food trucks and local vendors for the Upper Moreland Educational Foundation.

1. SPACE RENTAL DEPOSIT: \$200.00 (All dinner trucks), \$125 (All dessert trucks), \$20.00 (All craft/community group vendor). You are responsible for all display materials, tents, signs, etc. A visible identification sign is mandatory for all vendors. All fees are due by August 16, 2019.

All fees will go to benefit the Upper Moreland Educational Foundation.

2. PAYMENT TERMS: Please make check payable to the Upper Moreland Educational Foundation and mailed before August 16, 2019:

Upper Moreland Educational Foundation (UMEF)
Attention Food Truck Committee
2900 Terwood Road
Willow Grove, PA 19090

3. ASSIGNMENT OF EXHIBIT SPACE: Spaces will be assigned when full payment and completed application for exhibit space is received by the Upper Moreland Educational Foundation. These assignments will be based on the size of the truck. Each Community Group/Vendors will provide their own tables.

4. PLEASE NOTE: Electricity/water source will be the sole responsibility of the Food Vendor. Please review consider the terms and conditions prior to submitting the application.

Terms and conditions located on pages 3-5.

*****Insurance - Must Attach copy of Certificate with Application*****

Vendor Information:

Food Truck Name: _____

(Type or print exactly as you would like to appear in promotional listings.)

Mailing Address: _____

Day of Event Contact Name: _____

Phone: _____

Email: _____

Social Media: _____

NOTES: _____

_____ (Anything you would like UMEF to consider when assigning your space.)

5. Food Menu Items with Prices: (must represent exact event food and prices)

Food Truck License Plate Number: _____ Service Window

Location: _____

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I agree that I am required to stay for the entirety of the event.

I have completely read and understand the Rules and Regulations outlined in this package. Upon vendor signature and The Upper Moreland Educational Foundation approval, this completed form will be a binding license agreement between the vendor and UMEF. I have enclosed a check payable to: Upper Moreland Educational Foundation. Upon acceptance, this will ensure that I will have one reserved space at the UMEF Food Truck Festival. I understand that the total cost for my participation is outlined in #1.

Signature of Vendor _____ Date _____

UMEF Approval _____ Date _____

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Terms and Conditions for UMEF Food Truck Festival at Upper Moreland High School

Upper Moreland Educational Foundation Food Truck Festival

1. LICENSE AGREEMENT: Upon acceptance and approval by the UMEF of your signed application form, and accompanied by a check for the full amount, this application and the rules contained herein shall constitute a binding license agreement for the right to use space at the Upper Moreland Educational Foundation Food Truck Festival. Applications for such space must be made on an official form and must be received by The Upper Moreland Educational Foundation and accompanied by a check for the full amount.

2. EXHIBIT RESTRICTIONS: Exhibits must conform to the size of the space allocated to the food truck. All demonstrations, discussions or other activities (such as the distribution of descriptive literature of any kind) must be confined to the truck. No vendor shall assign, share or sub-license the whole or any part of the assigned space without written approval of the UMEF. Displays should not be arranged or placed in such a manner so as to interfere with or be objectionable to other vendors. The vendor is obligated to have merchandise and personnel in their booth/table for the entire period that the Festival is open. The UMEF reserves the right to make decisions involving the mix and placement of exhibiting companies with regard to booth assignments.

NOTE: Electricity/water source will be the sole responsibility of the Food Vendor.

3. PROTECTION OF THE UPPER MORELAND SCHOOL CAMPUS: No damage shall be done, or shall anything be pasted on, tacked, nailed or screwed to the street, curb, sidewalks, permanent signage, trees or other outdoor streetscape materials located on the Upper Moreland campus or on nearby streets. Vendors violating this regulation are expressly bound, at their expense, to repair any such damage which they, their agents, or employees may cause.

4. LIABILITY: The vendor agrees to assume all liability for and to indemnify the UMEF and the School District of Upper Moreland Township from and against any and all claims, with loss of life, personal injury, and/or property damage arising from or out of the installation, setup, operation, dismantling and/or removal of the exhibit, if caused in whole or in part by the act or mission of the vendor, its agents, contractors, or employees. Vendor hereby releases the UMEF and School District of Upper Moreland Township of any liability whatsoever.

The vendor shall indemnify and save harmless the Upper Moreland Educational Foundation and the School District of Upper Moreland Township their officers, agents and employees from any and all liability, losses or damages, including attorney's fees and cost of defense. The UMEF and Township may sue as a result of claims, demands, suits and actions are proceedings of any kind or nature; including Workmen's Compensation claims, and anyway resulting from or arising out of the operations of the vendor under this contract including operations of any sub-vendors, and the vendor shall at his or her own her own expense appear defend and pay all charges of attorney and all costs and other expenses arising therefrom or incurred and in connection there within; and if any judgments, shall be rendered against the foundation or Township in any such act, the vendor shall, at his or her own expense satisfy and discharge same.

5. LOST OR STOLEN PROPERTY: The vendor agrees to assume all responsibility for exhibit items or materials brought to UMEF event for the Upper Moreland Food Festival. The UMEF or School District of Upper Moreland Township shall not be responsible for theft or loss of property. At no time should items be left unattended. Food trucks and/or community tables should at all times be attended by an appropriate representative.

6. REGULATION ENFORCEMENT: The UMEF shall have the full power to interpret and enforce all the regulations contained herein, and shall have the power to make such amendments thereto and further regulations as shall be considered necessary for the proper conduct of the Festival. Such decisions shall be binding upon all vendors. Failure by vendors to comply with these or any other regulations or amendments thereto shall be sufficient cause for The UMEF to require immediate removal of such exhibit and/or the offending vendor.

7. REFUND POLICY: No refunds will be made. In the event that fire, acts of god, strikes, or other uncontrollable circumstances force the postponement or cancellation of the Upper Moreland Educational Foundation Food Truck Festival, the UMEF shall have no liability or obligation to make any refund.

8. VENDOR HOURS: Friday, September 6th, 4:30 pm - 9:00 pm (rain or shine), all exhibits must be up and operational by 4:00 pm, remain open until 9:00 pm, and be dismantled by 9:30 pm. Vendors should plan to arrive between 3:00 pm - 4:00 pm. All trucks and tables must be staffed during operational hrs. Operational hours are subject to minor changes. Trucks and tables agree to adhere to all the rules and regulations outlined in the vendor kit with regard to exhibit hours, set-up and dismantling of exhibits within assigned spaces. The sale of food is prohibited until the official commencement of the festival. Breakdown will not begin until the conclusion of the event. Vendors will be cleared for their departure by Festival Staff only when debris is cleared by the designated space.

9. LIMITED RELATIONSHIP FOR FESTIVAL ONLY: It is understood and agreed by the parties hereto that this Agreement is intended solely as a license agreement, permitting the use by the vendor of the assigned booth area for the period and purposes stated herein, and this shall not be construed as creating nor is it intended to create any other relationship between the parties. This agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania.

10. PROOF OF INSURANCE: Vendors must provide proof of valid Montgomery County Health License. Obtaining these licenses does not guarantee acceptance of your application. In addition each vendor must add Upper Moreland Educational Foundation as an additional insured entity for 09/6/2019 on their general liability insurance. Certificates must be received by the UMEF, along with your application and payment before August 16, 2019.

11. MENU: Vendors may only sell items listed on the application, new items or prices may not be added after acceptance has been granted. Any vendor who changes the menu or item prices from those submitted will be removed from the Festival without reimbursement and will be prohibited from applying to participate in future UMEF events.

12. TASTING SAMPLE: Vendors must provide at least one tasting sample item, priced at or below \$5.00.

13. ALCOHOL/BEVERAGES: Any/ALL alcohol beverages are strictly prohibited on the property of Upper Moreland Middle School. In addition, vendors may not sell any beverages including soda and water. All beverages and sales will be handled through the Festival.

14. MERCHANDISE: Vendors are permitted to sell merchandise within their designated space provided.

15. TRASH: The trash containers provided throughout the event space are for the attendees, do you not stuff those containers with any large items. Use discarded boxes or bring a trashcan to store trash until the event is over, if necessary. All participants are responsible for cleanup of their space and immediate surrounding area of said the space. All cardboard must be broken down neatly and flattened. Any oil and or grease must be disposed of properly at an offsite facility. Any water or liquid must be disposed of properly into a designated drain. You are not permitted to dump anything where you are parked.

16. LEAVING EARLY: Vendors who have exhausted food supplies or are eager to travel, may not leave the prior to the official end time of the festival. Vendors who do not adhere to event published festival vending times will not be permitted or invited to submit proposals for future events.

17. NOTIFICATION OF ACCEPTANCE: You will be notified of your acceptance on or before Friday, August 23, 2019. Vendor fees must be submitted to the foundation prior to August 16, 2019. After receipt of fee, no refund of vendor payments will be made to any accepted vendor under any circumstances. Cancellation should be submitted in writing seven days prior to August 16, 2019.

18. PARKING RULES: For safety reasons, no parking will be permitted on festival grounds. Trucks, food trailers and support trailers must be unhitched and parked on site. Once accepted, vendors may not increase the size of their vending space, nor bring supply vehicles that require more space. Please plan accordingly for food/inventory serving. All equipment including: tents, grills, refrigerators, gas cylinders, prep tables and additional serving tables (ie. condiments/napkins) must be within the allotted space.

19. TENT STAKING: All tents should be freestanding and confined to allotted space. The use of ballast blocks, water barrels, or other weights will be permitted as long as it is done per the manufacturer's recommendations and done in a safe manner.

20. CANCELLATIONS: In the event of severe weather or state of emergency or any such situations that the event is canceled, no refunds will be issued for any reason.

**** PROOF OF LICENSE:** Vendors must provide a copy with the application of their Philadelphia Business Privilege License and a vendor "Food Establishment, Retail Non-Permanent Location" license (or a similar state issued vendor license), and display the latter during the event.