



# 2022 SAN JOSE JAZZ SUMMER FEST

## Food Vendor Policies and Procedures

### APPLICATION PROCEDURE

To apply for a Food Vendor space, fill out the 2022 Summer Fest Food Vendor application form online. Once notified of acceptance into Summer Fest, the Vendor Coordinator will facilitate a virtual invoice payment to secure your space.

Space is limited and applications and space allotments are made with these considerations: First-come, first-serve – A notification of receipt of application will be sent to vendor after we receive a completed application, afterwards a letter of acceptance or decline will be sent to invite your payment and bind the agreement between San Jose Jazz and the food vendor. Preference is given to returning vendors; Menu items will be reviewed and approved to maintain balance of food options. Late applications will be considered only if space is available. All vendors are evaluated each year.

Prior participation does not guarantee acceptance for the 2022 Summer Fest. Applications will be processed on a rolling basis.

### VENDOR COORDINATOR

AJ McBride 415-275-2449

[vendors@sanjosejazz.org](mailto:vendors@sanjosejazz.org)

### A COMPLETE APPLICATION INCLUDES

Completed 2022 Food Vendor Application; a Santa Clara County Application to Operate a Temporary Food Facility Application with the appropriate virtual payment made to SJ Jazz for permits; Insurance Liability with San Jose Jazz added; pictures of booth (if requested); full fees paid

Summerfest Dates: Friday, August 12-Sunday, August 14, 2022

<b>Main Stage, Plaza de Cesar Chavez</b>	<b>Friday—Sunday</b>
<b>10x10 Frontage + 10x10 Cooking</b>	<b>\$1250</b>
<b>Beverages only</b>	<b>\$900</b>

### FOOD TRUCKS

<b>Food Trucks (10x20 Space)</b>	<b>Friday-Sunday</b>	<b>\$900</b>
<b>Food Trucks (10x30 Space)</b>	<b>Friday-Sunday</b>	<b>\$1100</b>

### Mobile Food Cart Vendor

<b>Push Cart.....</b>	<b>Friday-Sunday</b>	<b>\$500</b>
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### CLEAN-UP DEPOSIT

Each vendor is responsible for the condition of their contracted space during and after the event. A **\$400.00 deposit** is required for each Food Vendor. Beverage and specialty item vendors will be required to pay a **\$200 deposit**. The deposit is for the following:



\$300.00 for cleaning and \$100 for adhering to the policy of using all compostable materials. The deposit will be processed 60 days after the completion of the Summer Fest and will be returned if your booth area is left clean and you used all compostable materials.

\*The Fest Committee reserves the right to adjust pricing for all booths.

Payments will be processed through the Vendor Coordinator via credit card/virtual invoice

### TICKETS

All Food Vendors receive six tickets per booth for Friday-Sunday. Additional tickets are \$10 per ticket, per day.

### PARKING

There is no Summer Fest parking provided for Vendors. Vendors will be required to find parking at nearby lots.

### HEALTH PERMITS

Health permits are required for all Food Vendors.

Health Permit application and payment must be included with application payment.

PERMIT TYPES FOOD VENDOR CATEGORIES	FEE
Risk Category 1 (RC1) Low Risk	<input type="checkbox"/> \$123.00
Risk Category 2 (RC2) Moderate Risk	<input type="checkbox"/> \$ 159.00 <input type="checkbox"/> \$196 (20x10)
Risk Category 3 (RC3) High Risk	<input type="checkbox"/> \$ 186.00

### CANCELLATION POLICY

In order to qualify for a refund, cancellation requests must be received in our office in writing no later than July 20, 2022. Refund checks will be processed 30 days after the closing date of the 2022 Summer Fest. There will be no refunds given for cancellations after July 20, 2022.

### ITEMS FOR SALE

Only items that are pre-approved by San Jose Jazz may be sold at Summer Fest, and Food vendors may not sell bottled beverages. Limited exceptions are made for squeezed lemonade vendors and other hand-made beverages, per approval by vendor coordinator. Food vendors found selling non-approved food or beverage items may be asked to leave Summer Fest and will forfeit any refund.

### TRADEMARK

San Jose Jazz in any form reserves the exclusive right to the use of its names, logo and symbol thereof.

### FLYERS

Unless otherwise pre-authorized, San Jose Jazz does not permit, within the Summer Fest boundaries, any distribution of printed materials. Sampling, hawking, panhandling or soliciting.



## **SALES TAX**

All sellers must possess a resale number. Sellers will collect taxes and will be responsible for all their own sales and collections. A resale number can be obtained from the California Board of Equalization. Applications are not complete without submitting a valid resale number with application.

## **SPACE FEE**

Food Vendor space is 10'x10' City approved food booth and 10x10' back cooking area if needed (please specify on your application). Vendors are responsible for all their own cooking equipment. If you use space to store or sell your merchandise outside of the square footage of the space you purchased, you will be asked to break down or be charged an additional fee or the space on site.

## **ELECTRICITY**

Electricity will be provided for Food Vendors at \$100.00 fee for one (1) 20amp circuit. This MUST BE requested on the application. NO electricity will be added on-site. Some areas may not have electricity. We have a very limited capacity for overnight power, only available if requested in advance. Please notify the Vendor Coordinator.

## **FIRE DEPARTMENT**

All Food booths must meet the requirements of the City of San Jose Fire Department. The spaces and booths that San Jose Jazz provides are pre-approved. All Food Vendors must comply with safety requirements made of San Jose Jazz or San Jose Fire Department on-site. Failure to comply with any safety requirement may result in a Food Vendor being closed during the Summer Fest. Any incidents on-site are the Food Vendor's responsibility.

## **GREEN FEST**

Vendors are required to use compostable products during the Summer Fest weekend and Area Managers will monitor the use of proper disposable products. Vendors are responsible for locating supplied containers and properly disposing of oil, charcoal and other waste materials.

## **RESPONSIBILITY**

San Jose Jazz, Labadie Productions, Messenger Events, Filco and their employees and boards of directors will not be held responsible for any depredation or loss of any kind, whether by fire, theft, physical violence, elements of nature or other causes, however originating. Insurance to cover these risks should be carried by the participants at no cost to San Jose Jazz.