17th Kings Drive Art Walk, Charlotte, NC
CONCESSIONAIRE APPLICATION
May 1 – May 2, 2027

Saturday, 11:00am – 6:00pm; Sunday, 11:00am – 5:00pm

Important: Fill out this form completely, accurately, & legibly. Incomplete applications will not be considered.

PLEASE NOTE DEADLINE FOR APPLICATIONS: March 1, 2027 (PLEASE TYPE IN or PRINT)

$500. ($750. For 10 x 20) is required with application, it will not be deposited unless you are accepted

BUSINESS NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

CITY, STATE, & ZIP: _____

FEDERAL IDENTIFICATION # : _____

CELL PHONE: _____ OFFICE PHONE: _____

E-MAIL : _____

SOCIAL MEDIA: (**PLEASE PRINT**): Facebook: _____

Twitter: _____ Web Site: _____

TYPE OF VENDING UNIT: (Note: A pushcart is an unenclosed cart that can be pushed by one person without the aid of a vehicle. If your unit has sides and must be towed and positioned by a vehicle, your unit is a trailer, NOT a pushcart).

Check One: Tent, **white only**____ Push Cart____ (No trailers or food trucks)
PLEASE ENCLOSE PICTURES OF YOUR VENDING UNIT.

NO. OF LOCATIONS: One____ Two____

UNIT MEASUREMENTS: (**size limit: 10 x 10 or 10 x 20**) Length:_____ Width:_____ Height:_____

TOTAL SQUARE FOOTAGE REQUESTED: _____ (Sq. Ft. = Length x Width)
(Important: Measurements must include ALL space needed. Length is side from which selling is done, width is the depth of unit, and height is how high the unit is, including decorations).

TYPE OF POWER SOURCE USED (Vendor MUST provide silent generators): _____

MENU: (If more space is needed, attach a separate sheet to application form.)
ITEM / PORTION SIZE / PRICE (Note that these prices must be posted at the KDAW)

_____

_____

_____

TO BE CONSIDERED FOR FESTIVAL IN THE PARK YOU MUST:

- Meet Mecklenburg County's Department of Environmental Health Guidelines and obtain permit.
- Provide certificates of insurance to the Festival not less than 60 days prior to the setup of area/apparatus, naming ***Festival in the Park*** **and** ***Mecklenburg County*** **as Additional Insureds.** (see: Section II, B - Indemnity and Insurance for amounts needed).
- Obtain permit from Mecklenburg County's Parks & Recreation Department as a qualified food vendor.
- Adhere to North Carolina's Fire Prevention Code. - **The Fire Marshall requires that each tent be secured at each corner with a minimum of 40 pound weights. Applicant shall ensure that tents are properly roped, braced, anchored and secured in a manner to ensure stability in light of weather conditions. Tents must also include a certificate certifying that tents are fire retardant or must have sewn-in labels indicating the same. Applicant shall be responsible for all damage caused by any tent, including personal injury or death or property damage, whether from a tent that collapses, blows away or is otherwise not secure or in some way unsafe.**
- **PROVIDE OWN *SILENT* POWER SOURCE.**
- Submit a statement that you are sole proprietor and have no employees or submit certificate of workers' compensation insurance certificate (see Section II, B, c - Indemnity and Insurance).
- Concessionaire agrees to arrive by 7:30am to position area / apparatus on Saturday, May 1, 2027.
- Pay to *Mecklenburg County Prepared Food and Beverage* a **tax deposit of $50 by March 15, 2027**.
- Pay to *Mecklenburg County Health Department* a **$75.00 application fee for each permit** to be reviewed.
- Proper handling / dispensing of waste in accordance with applicable laws and the provisions set forth below. Concessionaire shall be responsible for disposal of all waste.
- Concessionaire shall support and adhere to the Festival's Recycle Program.
- Festival in the Park's mission is to bring the community together through the arts. Consistent with this mission, the Festival values and celebrates diversity and strives to provide an inclusive community atmosphere built upon mutual respect, dignity, fairness, and equality where all people are valued regardless of race, ethnicity, gender, or sexual orientation. The Festival requires that all artists, vendors, concessionaires and other Festival participants treat others in attendance at the Festival, including attendees, staff, volunteers, vendors, artists and concessionaires, with courtesy and respect at all times. Failure to uphold these standards or to act in accordance with the Festival's commitment to a diverse and inclusive community shall be grounds for immediate dismissal from the Festival, at the sole discretion of Festival personnel.

Kings Drive Art Walk, Charlotte, NC
CONCESSIONAIRE CONTRACT
May 1 – May 2, 2027

DEADLINE FOR APPLICATIONS: March 1, 2027

This 2027 Kings Drive Art Walk Concessionaires Contract is made and entered into by and between Festival in the Park (Festival) and _____ (Concessionaire). This agreement shall become effective upon signing and shall remain in effect until the specified termination date. In consideration of the mutual promises and conditions herein and recognition of Concessionaire's role as an independent contractor and not an employee of Festival, Festival and Concessionaire agree as follows:

I. DUTIES OF THE CONCESSIONAIRE:

A) The Concessionaire shall provide all equipment, electricity (silent generator), water, items and articles necessary for the conduct of business.

- **a)** The Festival must approve all electrical sources at least one week before the Festival's start date. **(SILENT GENERATORS AND SELF-SUFFICIENT SYSTEMS ARE REQUIRED).**
- **b)** Ice will **not** be available at the Kings Drive Art Walk.
- **c)** The Festival has an exclusive soft drink and water agreement. Concessionaires are contractually obligated to sell exclusive products during Festival hours. Any logo other than exclusive sponsor must be removed or covered during Festival hours. A concessionaire can purchase the exclusive product from its preferred supplier.
- **c)** All drinks will sell at the Festival's assigned price.

B) The Concessionaire shall provide and maintain the necessary inventory required to satisfy public demand. All food products sold or kept for sale by the Concessionaire shall be first class in quality and conform to applicable Federal, State and County laws, ordinances, and regulations in all respects. **Solid flooring is required under all serving areas**.

C) The Concessionaire is responsible for maintaining a first class appearance of his/her area/apparatus. Less than such first class will not be acceptable. Front/rear/sides must be equally presentable.

D) The Concessionaire shall not offer for sale any adulterated, misbranded, or impure articles. No items shall be sold in glass containers. All food items shall be stored and handled with due regard to sanitation.

E) The Concessionaire shall submit a listing of food offered for sale during the term of the contract. **This price must match what is displayed at the Festival.** Include portion size and the price of each product. **The Festival strongly condemns above market prices.**

F) The Concessionaire shall not sell or distribute tobacco products or alcoholic beverages, including beer, wine, and spirituous liquors.

G) The Concessionaire shall not sell or distribute any non-food items. Any concessionaire who does not meet this requirement will be removed from the park grounds immediately.

H) The Concessionaire is responsible for transporting and eliminating his waste/refuse/unused propane. **Under no circumstances should it be released at Sugar Creek Greenway.**

I) The Concessionaire shall hire, employ and pay the full compensation of all its employees engaged in the provision of aforementioned sales and shall provide Festival, in advance, a complete listing of those employees.

J) The Concessionaire shall ensure that all employees maintain appropriate attire, including shirts, hats, etc., identifying each worker as an employee of the Concessionaire.

K) The Concessionaire shall abide by all applicable Mecklenburg County and Mecklenburg County Parks and Recreation Department rules, regulations, instructions, and ordinances. The Concessionaire shall abide by all other applicable laws and regulations.

L) The Concessionaire shall hold a valid permit from the Mecklenburg County Health Department if food and/or beverages requiring such a permit are to be sold. Concessionaire to provide scaled drawing of unit with application.

M) If Concessionaire utilizes a tent **(white only),** it must meet International Fire Code Chapter 24. (Fire Prevention Bureau of the Charlotte Fire Department, contact: Shaun Wilson at DaShaun.Wilson@CharlotteNC.gov).
The Fire Marshall requires that each tent be secured at each corner with a minimum of 40+ pound weights. Applicant shall ensure that tents are properly roped, braced, anchored and secured in a manner to ensure stability in light of weather conditions. Tents must also include a certificate certifying that tents are fire retardant or must have sewn-in labels indicating the same. Applicant shall be responsible for all damage caused by any tent, including personal injury or death or property damage, whether from a tent that collapses, blows away or is otherwise not secure or in some way unsafe.

N) All temporary Concessionaires must pay to *Mecklenburg County Prepared Food and Beverage* a **tax deposit of $50 by March 15, 2027.** (Contact: 700 N. Tryon Street, Charlotte, NC 28202; Email: Business.TaxCollections@MecklenburgCountyNC.gov)

O) All temporary Concessionaires must pay to *Mecklenburg County Health Department* a **$75.00 application fee for your permit** to be reviewed. This fee is for each location. The Concessionaire shall display the official Health Department Certificate and Festival Vending Permit in full view of the public at all times during the operation.

P) The Concessionaire shall display a price list of goods sold in full view of the public at all times during the operation.

Q) The Concessionaire agrees to pay the Festival a $500.00 or $750.00 deposit sent in with the application (this will not be deposited unless accepted) and agrees to work under a 75/25 split. Your deposit will be applied towards your 25% split. The Festival's 25% split is due within two (2) hours after each day of the event's closing. **NO REFUNDS OF ADMITTANCE FEE SHALL BE GIVEN UNDER ANY CIRCUMSTANCES ONCE ACCEPTED.**

R) The Concessionaire shall not sublease or transfer this contract or vending permit to any other party without prior written permission of the Festival.

S) The Concessionaire shall notify the Festival's Concessionaire Director of the need to cancel scheduled services at least 30 days prior to the event's dates. Failure to do so could jeopardize your participation in future Festival events.

T) **The Concessionaire agrees to arrive by 7:30am to position area / apparatus on Saturday, May 1, 2027.** Due to the narrow window for set-up, earlier or later setup will not be granted without prior written request and consent.

U) The Concessionaire will not be permitted to operate a motorized vehicle on the grounds of the KDAW. *No overnight parking will be allowed on or surrounding the Sugar Creek Greenway.*

V) The Concessionaire agrees to conform to all of the Duties of the Concessionaire.

W) The Concessionaire understands that selection for participation in future Festivals will depend on a merit system based on:

- **a)** Contract with the County of Mecklenburg Parks and Recreation
- **b)** Amount of revenue generated
- **c)** Quality of items sold

Signature of Concessionaire/Proprietor_____ **Date**_____

d) Level of cooperation with Festival staff and other concessionaires
e) Number of consecutive years at Festival events
f) Number of years at Festival events
g) Proximity to Mecklenburg County
h) Special Sponsorship Packages
i) Attractiveness of area/apparatus
j) Level of self-sufficiency
k) Proper handling/dispensing of waste

X) No Concessionaire will sell nor promote their products beyond their assigned area.

Y) All Concessionaires shall dispose of sewage, wash water, detergents, oil, cooking grease, or other pollutants in the proper way. (per N.C. General Statute 143-215.1(a). Maximum penalty under this law is $25,000. per day, per violation)

Z) All Concessionaires shall support and adhere to the **Festival's Recycle Program**.

II. INDEMNITY AND INSURANCE **PLEASE NOTE ALL REQUIREMENTS FOR C.O.I.**

A. Vendor shall indemnify and save harmless the Festival in the Park (Festival) and Mecklenburg County and their respective agents, directors, members, and employees and their successors and assigns from and against all losses, costs, damages, expenses and liability arising, directly or indirectly, out of any acts or omissions of Vendor including, without limitation any accident or other occurrence in bodily injury, including death, sickness and disease to any persons, or damage or destruction to property, real or personal, any violations of applicable law or regulations and any taxes owed by Vendor. Vendor is responsible for complying with all applicable laws and regulations.

B. Vendor shall submit certificates of insurance naming "Festival in the Park" and "Mecklenburg County" as "**additional insured**" and stating that Festival shall be notified 30 days prior to any cancellation of coverage. Both insurance certificates must be current during Festival dates. We will need to have certificate at least 3 weeks prior to Festival opening. Failure to provide proof of insurance will result in termination of your Agreement.

C. Vendor agrees to purchase and maintain insurance during the term of this contract with an insurance company acceptable to the Festival, and authorized to do business in the State of North Carolina, the following insurance:

1. **Commercial Comprehensive General Liability** Bodily injury and Property Damage liability insurance from claims, which arise from operations related to this contract. The amounts of each insurance shall not be less than $1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for products/operations and contractual liability assumed under the indemnity provisions of this contract.

2. **Workers' Compensation**
Vendor shall submit a statement that he/she is a sole proprietor, has no employees and is not required by the State of North Carolina to carry Workers' Compensation Coverage. If the Vendor does have employees, the Vendor shall provide proof of Statutory Workers' Compensation coverage in the form of a certificate of insurance.
Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit **(Attachment B). If the USER does not employ more than 2 employees, Attachment C (a waiver letter) must accompany this Agreement.**

3. **Automobile Liability**
Evidence of current automobile insurance (attach copy of automobile Policy declarations Pages(s) – as **Attachment B -** which show the vehicle and coverage amounts as the appropriate one of the following:

- If USER owns or leases commercial vehicles to provide goods or perform a service under this Agreement, automobile liability must be provided at a limit of not less than $1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
- If USER does not own or lease any vehicles, but has employees using their vehicles to provide goods or perform a service under this Agreement, USER must provide hired/non-owned automobile liability coverage at a limit of not less than $1,000,000 per occurrence aggregate.
- If USER does not own or lease any commercial vehicles to provide goods or provide services under this Agreement, and has no employees using their vehicles to provide goods or services under his Agreement, but uses his or her own personal vehicle to provide services under this Agreement, personal automobile liability may be provided at limits of not less than $30,000 each person, $60,000 each accident and property damage liability of $25,000.

Certificates of insurance must accompany this application.

"Festival in the Park" and "Mecklenburg County" shall be named as an additional insured under the commercial general liability insurance for operation or services rendered under this Agreement. Certificate Holder shall be shown as:

Festival in the Park
1200 East Morehead Street
Suite 20K
Charlotte, NC 28204
Mecklenburg County
c/o Mecklenburg County Park and Recreation Dept.
5841 Brookshire Blvd.
Charlotte, NC 28216.

III. RIGHTS RESERVED BY THE FESTIVAL

A) The Festival reserves the right to grant, deny or revoke concession contracts and permits before and during the KDAW week-end along Kings Drive.

B) The Festival reserves the right to select the location(s) at KDAW that the Concessionaire will be permitted to sell his/her product.

C) The Festival reserves the right to conduct random unscheduled inspections of Concessionaire's vending spaces/apparatus.

D) The Festival reserves the right to order the removal of any item sold or kept for sale for any reason at any time during the Festival that is judged to be less than first class in quality by the Festival.

Signature of Concessionaire/Proprietor _____ **Date** _____

IV. AMOUNT OF CONCESSIONAIRE FEE & METHOD OF PAYMENT

T) The Concessionaire shall pay the Festival in the Park a concessionaire deposit of $500.00/$750.00 to be sent in with application (this will not be deposited unless accepted) to the KDAW. The Concessionaire shall agree to a 75/25 Revenue Split with the Festival. Your deposit will be applied towards your 25% split. The 25% Revenue Split will be due within two (2) Hours after each closing day of the event. The deposit will be by either cash or certified check only. **NO DEPOSIT FEE REFUNDS SHALL BE GIVEN UNDER ANY CIRCUMSTANCES. A $35 fee will be charged for all returned checks.** The Concessionaire shall notify the Festival's Concessionaire Director of the need to cancel scheduled services at least 30 days prior to the event's dates. Failure to notify could jeopardize future participation in future Festival events.

V. THE TERM OF THE CONTRACT

A) The term of this contract shall begin upon its signing by the Festival and continue through May 31, 2025; provided, however that the provisions of Section II above regarding indemnification shall survive termination of this Agreement.

B) Neither party to this agreement shall be deemed to be in default under this agreement to the extent that such party's performance is hindered or made impossible by an act of God, war, revolution, or insurrection, or other event beyond the control of the party affected (other than the inability to finance its operations under this contract). A party affected by and event of force majeure shall notify the other party of such event and use its best efforts to remedy the situation or reduce the effect of the event of force majeure with all reasonable speed.

C) The validity, construction and performance of this agreement shall be governed by and interpreted in accordance with the laws of the County of Mecklenburg and the State of North Carolina, without regard to the provisions of conflicts of laws thereof.

D) This agreement represents the entire understanding of the parties with respect to the subject matter thereof and supersedes all prior oral and written expressions relating hereto. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the other provisions shall not be affected or impaired.

E) This agreement shall not be effective until signed on behalf of the Festival by the Concessionaire Director and Concessionaire shall have no rights hereunder of any kind until so signed.

In Witness Whereof, the parties have duly executed this Contract as of the date next below setforth.

_____ _____

Signature of Concessionaire/Proprietor **Date**

_____

Printed Name of Concessionaire/Proprietor

_____ _____

Signature of Concessionaire Director for Festival in the Park **Date**