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С.	LIABILITY INSURANCE INFORMATION - CHECK ONE: *Liability Insurance is NOT optional. If you fail to provide proof of insurance OR payment to the I in a timely manner you will not be allowed to set up, & no refund will be issued.*	Festi
	YES, I/We have and will supply certificate by <u>August 4th, 2023</u> .	
	\Box NO, I/We will purchase through the Festival for \$100. *** Due with deposit ***	
D.	REQUESTING THE SAME BOOTH AS LAST YEAR? - CHECK ONE: YES NO DO YOU OPERATE YOUR BOOTH FROM A TRAILER OR OTHER MOBILE UNIT? If yes, answer b I/We sell from the: front left right rear Trailer Width:	elow
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VENDOR SIGNATURE

DATE

Note: Incomplete applications will be rejected. Spaces will not be assigned until a complete application is received, processed and approved by the Festival. Special requests must be indicated in writing on this application. If you are SHARING a booth, both vendors must complete their own application, denoting they are sharing. BOTH vendors are also responsible for their own individual insurance policies. Failure of one party to provide all necessary items listed in this application results in the loss of booth space(s) to both vendors. All food selections and booth spaces are assigned based on a first come, first serve basis.

LOUISIANA SHRIMP & PETROLEUM FESTIVAL FOOD VENDOR **2023 APPLICATION & REGULATIONS**

The Louisiana Shrimp and Petroleum Festival & Fair Association, Inc. is governed by its Board of Directors who retains complete and final authority over all activities of the Festival, including its right to immediately, or at any time, remove any Vendor from the Festival who violates any contract, rules, regulations or laws.

FOOD VENDORS: Open to sellers or resellers of food products. Vendors will be allowed to sell FOUR entrees and TWO sides, per booth space. Entrees may include: pork, beef, pulled pork, ribs, sausage, brisket, hamburgers, po-boys, shrimp, crab, fish, crawfish, chicken, turkey, etc. however cooked, prepared or served. Side items include: French fries, curly fries, butterfly fries, sweet potato fries, tater tots, onion strips, onion rings, candy, cookies, cakes, pies, egg rolls, beans and rice, fried rice, noodles, pickles, soup, gumbo, and salad. "Kabobs" and "on a stick" are considered the same. Final approval on ALL food items must be received from the Festival. ABSOLUTELY NO DRINKS.

CONTRACTS:

We will issue you a contract with **APPROVED** items for you to sell at our festival. These are the **ONLY** things you will be permitted to sell. Items are carefully selected to ensure items are not repeated too frequently. These items are selected on a first-come first-serve basis. You MUST sign and return your contract BEFORE the due date (21 days after the delivery date). All contracts will be emailed to you from HelloSign DocuSign for eSignature. Please make sure to provide an up-to-date email address on your application.

STANDARDS AND OTHER RULES:

- Booth spaces may not be transferred or otherwise assigned. 1.
- Booth numbers provided by the Festival Office must be displayed where visible. 2.
- 3. Booth sharing is acceptable, but both should be registered with the Festival Office.
- Each applicant must submit photo(s) of food to be sold. 4.
- The Festival logo and name are registered trademarks. Neither may be used on any merchandise, literature 5. nor advertising without approval from the Festival.
- 6. Vendors are responsible for maintaining a clean and safe booth space, including the areas in front of and behind the assigned booth.
- Each item for sale must be clearly marked with its sale price at ALL TIMES. 7.
- All booths must have at least one 10 pound ABC fire extinguisher. 8.
- 9. All cooking equipment must be isolated from the public by at least 4 feet or by a barrier.
- 10. All pots and deep fat fryers must have lids available for immediate use and be separated from each other by at least 2 feet.
- Absolutely no dumping of grease or water in the booth area. Drums will be located in the food area for 11. grease. Dirty water must be contained and disposed of in sewer drains only.
- 12. All propane bottles must be secured, and nothing may be attached to them.
- 13. No offensive, racial, sexual, and provocative or drug related merchandise or literature shall be displayed, sold or distributed.
- 14. No silly string, fireworks, firecrackers, stink bombs, poppers, snappers, weapons, knives, guns, lasers or any resemblance thereof to the above shall be sold, displayed or brought onto Festival grounds. Any found will result in the immediate closure of the booth with no refunds.
- 15. All animals and pets, with the exception of service, are prohibited from ALL Festival grounds.
 - Family pets may be kept in the camping area inside the camper or on a reasonable size lead i. outside.
 - All animal waste must be immediately removed from the camping area. ii.
 - NO animals of any kind may be sold on Festival grounds. iii.
- 16. In the event of a declared, mandatory evacuation due to an impending hurricane, natural disaster or other Act of God, 100% of your remaining booth fee will only be applied to a rescheduled festival.

LOCATION:

C

Under the elevated US 90 Bridge between Second and Arkansas Streets, as well as along Third St. from Everett St. to Freret St. in Lawrence Park (Cajun Culinary Classic).

BOOTH SIZES, FEE AND PAYMENT:

- A. Each booth is approximately 15' (front) x 20' (deep).
 - All equipment must be within your assigned booth space. Nothing is allowed in front of your booth i. space.
 - ii. If your booth extends past the boundaries drawn, you will be charged for an additional booth space regardless of the amount of space you occupy in the extra booth.
 - iii. Vendors must furnish all backdrops, extension cords, signage, tables, tents, chairs, plugs and cabling. iv. No generators allowed.
 - V. This is an outdoor event, be prepared for any weather.
 - vi. Vendors are responsible for all electrical plug adaptors for their booth(s). You will need a 50 amp 3 wire male plug. Each booth space will be provided with ONE - 50A circuit to plug into.

B. Booth spaces and food items are provided on a first-come first-served basis. Requests are honored based on availability and are not guaranteed. Please notify the Festival with any special needs.

- The Festival reserves the right to change any booth location up until and during the festival weekend, i. as it deems appropriate.
- \$830 fee for applications received prior to June 1st, and \$905 for applications received after June 1st.
 a. Food vendors will receive a contract once application has been accepted. Vendors will then have 21 days (or spot will be released) to return a signed contract.
 - b. If your application is denied, your deposit & insurance (if purchased through the Festival) will be returned to you.
 - All fees must be paid in full prior to setting up. c.
 - No applications will be accepted after August 18th. d.
- D. Payment is accepted by MONEY ORDER, CASHIER'S CHECK, BUSINESS CHECK or CREDIT CARD (through PayPal). Transactions made via CREDIT CARD will require an additional 4% processing fee. Personal checks will NOT be accepted.
- E. No refunds will be given for any reason (including no shows or any weather related problems) after August 1, 2023.
- If you must cancel your booth for a medical emergency, please contact the office. Medical cancellations will E. require notice BEFORE the event as well as proof of illness. All refunds thereafter will be presented to the board and then decided upon the completion of the Festival.

LOUISIANA SHRIMP & PETROLEUM FESTIVAL FOOD VENDOR 2023 APPLICATION & REGULATIONS

OPERATION SCHEDULE:

Friday, September 1, 2023 Saturday, September 2, 2023 Sunday, September 3, 2023 Monday, September 4, 2023

12:00 PM - 12:00 AM 12:00 PM - 12:00 AM 12:00 PM - 12:00 AM 12:00 PM - 5:00 PM

SET UP, CHECK IN AND REMOVAL:

- A. You MUST CHECK IN BEFORE you can begin setting up.
- B. Check in and set up begins at 8:00 AM on Friday, Sept. 1st.
- C. A check in location will be manned from 8:00 AM- 12:00 PM and 1:00-3:00 PM at the Festival Office, 715 Second Street, Morgan City, LA 70380. Please notify the office if you are late, and/or plan to check in before or after these designated times.
- D. You are able to set up and take down during operational hours, as long as you do not disrupt any festival patrons or vendors.
- E. There will be a general security patrol each night after the show closes; however, the Festival and Security assumes NO responsibility for any Vendor merchandise or equipment left on festival grounds.
- F. All equipment and merchandise must be removed by 5:00 PM on Tuesday, September 5, 2023. Any
 equipment or merchandise left beyond this time and date will be subject to a \$200 removal fee.

PARKING:

Food vendors will have space for **ONE** vehicle or **ONE** small to medium utility trailer behind designated booth(s) space(s).

CAMPING:

- A. A limited number of camping spaces are available in an area beneath the elevated US 90 Bridge (approximately three blocks east of booth spaces).
- B. Contact the Festival Office for a camping form.
- C. Rental cost is \$40 per day, including water and electricity. Please send a separate form of payment for camping nights. See form for payment details. If no space is available, you will be notified and the amount will be refunded to you.
- D. Campers must be self-contained for waste and gray water storage. There are no sewer connections. A sewer dump site is located near the Morgan City Municipal Auditorium on Myrtle Street.
- E. No oils or grease shall be discarded on the campgrounds. Fine will be assessed for clean up if necessary.

SALES TAX:

- A. Vendors are responsible for the collection and paying their own sales tax.
- B. Effective July 2021, the state tax rate is 4.45%, local rate is 4.75%, and the Morgan City tax rate is 9.2%. Please verify at registration.
- C. Forms are provided at check in.
- D. Any vendor with back sales tax due according to tax officials will not be allowed to open and will forfeit any prepaid fees.
- E. You may contact the sales tax office for assistance, 985-384-8510.

INSURANCE:

All Food Vendors whose application is approved must provide an up-to-date, valid Certificate of Insurance specifying coverage for:

- a. A minimum of \$1,000,000 general liability
- b. Names the "LA Shrimp and Petroleum Festival and Fair Association, Inc." <u>AND</u>
 "City of Morgan City" as additional insured.

Certificate of Insurance must be submitted by August 4th, 2023. Please note on your application if you need to purchase through the Festival for a **\$100** fee. This is due with your deposit and application. <u>NO EXCEPTIONS.</u>

HOLD HARMLESS CLAUSE:

Vendor agrees and covenants to indemnify, defend, and hold harmless the Louisiana Shrimp & Petroleum Festival and Fair Association, Inc. and the City of Morgan City, their officers, directors, volunteers, officials, employees, representatives and agents from and against any and all liabilities, claims, suits, and causes of action of whatever nature or type (including but not limited to causes of action based upon tort, strict liability or otherwise), and all attorney fees, costs, and expenses incidental thereto, which may arise or in any way be connected directly or indirectly, with Vendor's participation in the Festival. This indemnification is absolute, personal to the Vendor, his assistants or employees and is not limited by the insurance coverage which vendor may have in place or otherwise presented.

COVID19 INFORMATION:

Our Board of Directors continue to tirelessly work to ensure the safety of all vendors as well as attendees of our great festival. We will continue to follow the CDC guidelines as well as all guidelines that local and state governments dictate. If there are any changes after you submit your application, you will be made aware of those. If you wish to take additional safety measures within your booth please feel free but at this time it is not required. No refunds will be given in the event of a canceled festival due to COVID.