

FORECASTLE

MUSIC • ART • ACTIVISM®

JULY 12-14, 2019 ~ LOUISVILLE, KY

FORECASTLE MUSIC FESTIVAL 2019 | FOOD VENDOR APPLICATION

THE FOLLOWING APPLICATION IS TO RESERVE A FOOD SPACE FOR FORECASTLE MUSIC FESTIVAL, WHICH IS BEING HELD AT THE WATERFRONT PARK IN LOUISVILLE, KENTUCKY ON JULY 12-14, 2019. (THE "EVENT "OR "FESTIVAL")

COMPANY NAME/TAX NAME (VENDOR): _____

BOOTH NAME (IF DIFFERENT THAN COMPANY): _____

CONTACT NAME: _____

CELL PHONE: _____ ALTERNATE PHONE: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

WEBSITE: _____

TWITTER: _____

FACEBOOK: _____

INSTAGRAM: _____

Deadline for application submission: April 14, 2019. Sending in an application does not guarantee acceptance; Vendor will be notified if they are invited to participate at the festival. After receiving written acceptance, Vendor must submit a COI, Vendor assets, and payments by April 28th. Vendor can scan/email or print/mail in completed applications to:

SPECTRUM EVENTS

ATTN: Kezia Callahan
27328 Spectrum Way
Oak Ridge North, TX 77385
713.897.8265 direct
281.362.7111 fax
kcallahan@spectrumfcs.com

SPACE RENTAL AGREEMENT

Please read carefully. This space rental agreement (the "Agreement" or "Contract") will be enforced to ensure the best possible, profitable participation for all vendors.

Space Rental Fees

The space rental fee will be a percentage of Net Sales (total sales less sales tax) or a flat fee based on linear footage. With the exception of food trucks and carts, all vendors must rent the tents for their booth space from Spectrum. 10x10, 10x20, and 20x20 tent rentals are available. Please see the Space Rental Breakdown for a breakdown of tent sizes and corresponding prices.

Vendor will check out with a vendor coordinator nightly. Check out for Vendor includes: turning in rented POS ipad and reporting total cash sales for the day. Final Settlement is mandatory and will be done Monday, July 15th at the Spectrum Office on-site from 10am-12pm. At the final check-out Vendor will get back their cleaning deposit, credit sales, credit tips, and settle any outstanding balances.

Price Includes: working lights, 42-inch-high booth front with serving counter, signage, tent set up and removal.

Not Included: flooring, tables, fire extinguishers, chairs.

Security and Cleaning Deposit

Vendors' initial security deposit will be returned to them only after visual inspection and written release by Spectrum management. This must be done in person on July 15th, unless otherwise coordinated by Kezia Callahan.

Reasons for Immediate FORFEITURE OF DEPOSIT:

- Incorrectly disposing of any oils or coals (must be taken off of the premises and disposed of safely by vendor).
- Not checking out with a Spectrum vendor coordinator nightly or the morning after the final show day.
- Driving on-site without an escort.
- Leaving litter and/or food debris in and around booth.
- Cancellation by vendor on or after April 28th.
- Contaminating a recycling or composting bin or dumpster with landfill trash.
- Disposing of grey water anywhere other than a grey water tank.
- Theft or deception, whether through inventory manipulation, POS manipulation, or by selling products not approved by Spectrum.

These actions shall be considered a material breach in which case Vendor will lose the right to their assigned space and will be escorted off the Event site. Vendor may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit.

Hours of Operation July 12-14, 2019; Friday 2pm-11:30pm, Saturday 1:30pm-11:30pm, Sunday 1pm-11pm.

Space Assignments

Spectrum has complete control of event diagrams and space assignment. Spectrum reserves the right to make modifications on Event diagrams that are believed to be accurate but only warranted to be approximate. Spectrum reserves the right to assign space in such a manner as it deems appropriate.

Authorizing Agent

Vendor will have an appointed agent or agents with full authority to represent Vendor in its business with Spectrum. This Agreement shall bind the respective parties and their representatives. Vendor may not assign its rights or delegate its duties without the prior written consent of Spectrum.

Assignment, Subletting of Event Space

Vendor shall not assign, sublet or share the Event space allotted without the knowledge and written consent of Spectrum. No products, parts, accessories, or other goods, souvenirs, catalogs, etc. bearing names or other forms of advertising other than that of Vendor may be displayed. No firm or organization not assigned an Event space will be permitted to solicit business within the Event areas. No non-food merchandise is to be sold unless approved by both Spectrum and the Parties.

Load In & Load Out

There will be a pre-Event meeting for on-site vendors Wednesday, July 10, 2019 at 2pm at the water fountains located at 222 E Witherspoon St, Louisville, KY 40202. The load in will be on Thursday, July 11, 2019 divided by time and location on site determined at a date closer to the show. Load out must be on Sunday, July 14, 2019, immediately following the show. No vehicle movement after two (2) hours before the show, during show, or until all patrons have left the concert premises.

Staff Credentials

Vendor will receive up to ten credentials per location for entry to the front of the house for working personnel. All working passes received are for legitimate working personnel only. Misuses, resale, or gifting is strictly prohibited and will be considered a material breach. Vendor will lose the right to their assigned space, will forfeit all deposits and fees, will be escorted off the site, and will be subject to a fine.

Support Vehicle Parking

Please list the exact dimensions and details of support trucks and trailers on Space Rental Breakdown Page. The more specific the information provided, the more likely Vendor will be able to park in reasonably close proximity to operations. All other vehicles must be parked outside of the venue. If Vendor does not provide accurate information, there will NOT be space provided for that vehicle. No space is guaranteed. No personal parking will be available.

Security

General roving park security will be provided throughout the Event site. Should Vendor require dedicated spot security, said security shall be subject to Festival and Spectrum approval and will be Vendor's responsibility.

Service Ware

All service ware must be compostable. If Vendor is found in violation of this requirement then Vendor will be subject to forfeiture of the entirety of the cleaning/security deposit.

Ordinances

Fire regulations, health, and other applicable ordinances must be observed. It is solely Vendor's responsibility to comply with all applicable fire, health and other codes and ensure that they are observed. Vendor must also comply with all requirements imposed by Spectrum.

Health Permit

Vendor must be in compliance with all state, city, and county health code provisions. Please complete the Temporary Food Service Application online: <https://louisvilleky.gov/health-wellness/forms/temporary-food-service-application>

If Vendor already has a Louisville Metro Government health permit Vendor is not required to pay a fee and must submit a copy of existing permit with this application.

Propane

Vendor is required to abide by all fire safety laws set by the state, city and county fire departments. Vendor is responsible for having required fire extinguishers, tanks, and hoses.

Use of Space

Spectrum reserves the right to restrict exhibits because of safety, noise, method of operation, materials, or for any exhibit that, in the opinion of Spectrum, may detract from the general character of the Event as a whole. All equipment and heavy machinery must be cleared in advance with Spectrum staff. Spectrum reserves the right to prohibit any equipment that is deemed unsafe or appears unreasonable in Spectrum's judgment. Any demonstration or activity that causes annoyance to neighboring vendors such as flashing lights, noise, or result in the obstruction of walk space in the front or back of booth will not be permitted.

Signage

Spectrum will provide Vendor with name and menu signage. Food Trucks are responsible for their own signage. Tented vendors are required to use the signage provided to them to keep a uniform look amongst concessionaires. Spectrum reserves the right to prohibit the display of any article that is not keeping in the nature and character of the Event.

Sale of Product

Vendor is responsible for all cash transactions, sales tax, and personal cash needs. Only products on the application can be sold. Vendor cannot charge sales tax in addition to the listed menu item price.

Vendor is prohibited from altering menu items or prices throughout the duration of the Event. Please ensure that all menu items are spelled correctly and listed on the application. The items listed on the application will be used to settle any disputes between Spectrum and Vendor regarding menu items and prices.

Vendor must continue to sell during the hours of operation. For every hour Vendor is not operating, whether it is a result of running out of food, an equipment issue, or failure to comply with local regulations, Vendor will be charged the "expected sales" based on the hours of business transactions prior to closure.

POS Tablet Rental

Spectrum will be renting tablets to vendors to use as their only points of sale. The tablets are equipped with an application to accept cash, credit and RFID to easily capture all sales records and enable vendors to accept all major credit cards. Only Spectrum tablets will be used and Vendor must record both cash and credit card transactions on the system. Not ringing in cash transactions will be considered a material breach, in which case Vendor will lose the right to their assigned space and will be escorted off the Event site. Vendor may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit.

Vendor must rent one tablets for every 5' of service space. Each tablet rental is \$50. Spectrum customer service employees will enter in the pre-approved menu into the application for all transactions. The tablet will be passed out before gates open. Should Vendor have any issues with the tablet, there will be a two-way radio at each vendor row that Vendor can contact Spectrum for support. At nightly close out, Vendor must turn in its tablets to secure and re-charge. Credit card sales will be paid back to Vendor, minus the 3.5% processing fees, Monday, July 15th, during the final settlement. Failure to turn in any associated parts to the tablets will result in the complete forfeiture of the security deposit and the cost for equipment replacement.

Liability

Neither Spectrum, AC Entertainment, LLC, Forecastle Ventures, LLC, Waterfront Development Corporation, Louisville Metro Government, nor their respective parents, subsidiaries, contractors, directors, officers, managers, members, employees, affiliates, licensees, designees, representatives, and corporate sponsors (collectively, the "Spectrum Indemnified Parties") will be responsible for any injury, loss nor damage that may occur to Vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is Vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, or persons, or property. If property does not appear to be properly maintained upon inspection by Spectrum, it will be promptly withdrawn from the Event site. All property of Vendor, including foodstuffs and other perishables is understood to remain in Vendor's care, custody, and control in transit to, from, or within the confines of the Event area subject to the Agreement. Vendor, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the Spectrum indemnified parties, named organizations and

committees, and individuals from all claims for such a loss, damage, or injury. Vendor shall further release, hold, keep, save harmless, and indemnify the Spectrum Indemnified Parties from and all claims, damages, losses, expenses, or injuries that result from the acts or omissions of Vendor, its employees, and/or contractors.

Insurance

Vendor must obtain, carry, and keep in full force and effect appropriate insurance, including but not limited to (a) general liability insurance with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, (b) automobile liability coverage in the amount of \$1,000,000 for owned or non-owned vehicles, and (c) either (i) workers compensation coverage or, (ii) if it has no coverage, then (1) proof of any waiver required by applicable law by each employee of Vendor regarding the absence of workers compensation coverage and (2) Vendor hereby agrees to indemnify the Spectrum Indemnified Parties for all liability to the Spectrum Indemnified Parties arising from the absence of such coverage. All such insurance policies must be issued by a qualified A- VII or better carrier as rated by A.M. Best, Inc. Vendor must provide Spectrum with certificates evidencing all such insurance no later than ten days prior to the date of the Festival. Address is 27328 Spectrum Way, Oak Ridge North, TX 77385 and such certificates must list the Spectrum Indemnified Parties as additional insureds.

Force Majeure

The Festival will be held at an outdoor venue, and therefore the holding of the Festival depends upon fair weather and appropriate governmental authorizations. Accordingly, Spectrum's obligations under this Agreement shall be excused by acts of God such as fires, storms, lightning, floods, confiscations or restraints of governmental (civil or military), strikes or labor disputes, civil disturbances, or any other cause (including the threat of any of the foregoing), that is not within the reasonable control of Spectrum or not otherwise due to any negligence or willful misconduct of Spectrum (each of the foregoing, a "Force Majeure Event"). In case of cancellation of the Festival or unavailability of space at the Festival sufficient for Vendor's purposes due to a Force Majeure Event prior to the Festival beginning, Vendor's sole remedy will be to receive a refund from Spectrum of all amounts paid by Vendor to Spectrum as of the date the decision to cancel the Festival is made or the date Spectrum notifies Vendor that space will not be available due to a Force Majeure Event (in either case, the "Determination Date"), in both cases less any expenses already incurred by Spectrum in preparation for the Festival allocable to the booth assigned to Vendor, which Spectrum agrees to pay to Vendor within ten business days after the Determination Date. After the Festival has begun, any fees paid by or assessed against Vendor will not be reimbursed to Vendor and Vendor assumes the risk of such fees if the Festival should be cancelled due to a Force Majeure Event during the Festival.

Governing Law

This agreement shall in all respects be governed by the law of the State of Texas.

Binding

By signing this Agreement, Vendor acknowledges that all the terms of this Agreement shall be deemed binding onto Vendor.

Rules and Regulations

If Vendor does not follow the terms of this Agreement, set by Spectrum, this contract may be terminated. In the event of a default by Vendor, Vendor shall forfeit as liquidated damages the amount paid by the Vendor for the Event space, regardless of whether or not Spectrum enters into a further lease for the Event space involved.

Menu Conflicts

Spectrum makes no claims nor intends to offer any vendor exclusivity on any item. Spectrum will contract with vendors based on what is best for the Event. Only items with the written consent of Spectrum can be sold.

Meal Tickets

Vendor must accept, without reimbursement, at least five (5) meal tickets created by Spectrum, redeemable at any time during Festival operations. Meal tickets will have vendor name, Spectrum, and show logos.

Beverages

A request to sell homemade drinks must be submitted in writing for approval to Spectrum. There will be a flat fee for any vendors selling homemade drinks. Vendor may not give away beverages as part of any offer to its customers.

Menu

List food & drink items to be sold EXACTLY as it should be printed.

MENU ITEM:	MENU DESCRIPTION: (Vegetarian, vegan, Gluten Free, etc.)	PRICE:
MENU ITEM:	MENU DESCRIPTION:	PRICE:
MENU ITEM:	MENU DESCRIPTION:	PRICE:
MENU ITEM:	MENU DESCRIPTION:	PRICE:
MENU ITEM:	MENU DESCRIPTION:	PRICE:
MENU ITEM:	MENU DESCRIPTION:	PRICE:

Electrical

Electrical power will be provided on site by generator power. It is vitally important that Vendor complete the electrical form completely and accurately as additional power will NOT be available after the show build begins. NO vendor will be hard wired in. If Vendor pulls more power than advanced and a string is tripped more than 2 times, Vendor will be fined \$500. In addition to the \$500 fine, Vendor may be charged an additional service fee by the power provider.

TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
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THE FOLLOWING ARE THE ONLY AVAILABLE PLUGS ON-SITE:



Nema #14-50R



Nema #21-30R



Nema #5-50R; normal plug

Deadline for power requests is April 14th. No additional power will be honored after March 1st.

SPACE RENTAL BREAK DOWN - FORECASTLE MUSIC FESTIVAL 2019

SECURITY CLEANING DEPOSIT _____ SPACE X \$500 / EACH = _____

HEALTH PERMIT _____ SPACE X \$50 / EACH= _____

10X10 TENT RENTAL _____ SPACE X \$200 / EACH = _____

10X20 TENT RENTAL _____ SPACE X \$300 / EACH = _____

20X20 TENT RENTAL _____ SPACE X \$400 / EACH = _____

POS RENTAL (1 PER 5' OF FRONTAGE) _____ \$50 / EACH = _____

HOMEMADE DRINK FLAT FEE _____ SPACE X \$125 / EACH = _____

COMMISSION PERCENTAGE _____ 35%

SELECT ELECTRICAL NEEDS

20AMP 110-120 VOLT _____ PLUG X \$150 / EACH = _____

30AMP NEMA L21-30R _____ PLUG X \$400 / EACH = _____

50AMP NEMA 14-50R _____ PLUG X \$500 / EACH = _____

TOTAL DUE: _____

WILL YOU BE USING PROPANE? _____ HOW MANY CONNECTIONS WILL YOU HAVE? _____

NUMBER OF WRISTBAND CREDENTIALS REQUIRED: _____

ARE YOU APPLYING AS A FOOD TRUCK OR TRAILER? _____ IF YES, WHAT IS THE TOTAL LENGTH OF YOUR MOBILE UNIT? _____

IS YOUR SERVICE WINDOW ON THE PASSENGER'S OR DRIVER'S SIDE? _____

WRITE ANY BACK OF HOUSE SPACE REQUIRED; SPACE ALLOTTED TO FIT ADDITIONAL ITEMS; TABLES, COOLERS, WASH STATIONS, ETC.:

PLEASE INCLUDE THE FOLLOWING IN YOUR SUBMISSION: (HIGH RESOLUTION DIGITAL COPIES)

_____ RESTAURANT/CHEF BIO _____ RESTAURANT LOGO _____ FOOD PIC

SIGNED AND AGREED UPON:

SIGNATURE: _____ PRINT NAME: _____

COMPANY/RESTAURANT: _____ DATE: _____

PLEASE INCLUDE TWO PAST SHOW EXPERIENCES:

REFERENCE NAME 1: _____ PHONE 1: _____ SHOW 1: _____

REFERENCE NAME 2: _____ PHONE 2: _____ SHOW 2: _____

DEADLINE: April 14. Only complete applications will be processed. Sending in an application does not guarantee acceptance; vendor will be notified if they are invited to participate at the festival. Upon approval, a Paypal invoice will be sent to the email address listed on the application. Vendor must submit a COI, vendor assets, and payments by April 28th. If not submitting payment via Paypal, please send cashiers checks or money orders- no personal or business checks- to: Spectrum Events, Attn: Kezia Callahan, 27328 Spectrum Way, Oak Ridge North, TX 77385; made out to "Spectrum Events." Vendor is required to pay their own sales tax to the State Comptroller for sales tax due.