

George C. Brown
Mayor

Mike Slusser
Office of Special Events

WILKES-BARRE CITY



PENNSYLVANIA

40 East Market Street
Wilkes-Barre, PA 18711
Phone: 570.208.4149
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The City of Wilkes-Barre's Annual **Old Fashioned Fourth of July**

Thursday, July 4, 2024

Noon to 10 PM

Kirby Park, Wilkes-Barre, PA



Food Vendor Application

**Please send the completed application, proof of insurance naming
The City of Wilkes-Barre as an additional insured, and vendor fee
check, made payable to *The City of Wilkes-Barre*, by Friday, June 28th
to: Special Events, 40 East Market St., Wilkes-Barre, PA 18711**

Food License and Inspection Must Be Current!

Business Name: _____

Address: _____ **City/State/Zip:** _____

Contact Name: _____

Phone: _____ **Email:** _____ @ _____

Menu Items: _____

- I will set up ___ 20' spots(s) at \$300 each for a total of \$_____.
- I will need an additional _____ feet of frontage at \$11 per foot for a total of \$_____.
- I will need _____ amperage

Food Vendor Contract

Hereinafter known as the **Vendor**, intending to be legally bound, agrees as follows:

1. **Vendor** agrees to provide food service for attendees at the 4th of July Celebration in Wilkes-Barre's Kirby Park as follows:
Thursday, July 4, 2024; 12:00 noon until the park closes
2. **Set-up will take place on Wednesday, July 3rd from 10:00 a.m. to 4:00 p.m.** **Vendor** location will be assigned.
3. **The cost of each spot (up to 20 feet of frontage) is \$300.00. For each additional foot of frontage needed add \$11.00 to the payment.**
4. The event will take place ***rain or shine***, and no refunds will be given.
5. Please bring an extension cord - minimum 100 feet / maximum 150 feet. Water will be available one hundred feet away.
6. **Vendor must** have their own broad form comprehensive general public liability insurance, including premises operation, independent contractor, products liability and contractual liability provisions in accordance with the terms and conditions of this agreement.
7. **Vendor must** clean designated area daily and pack all trash in trash bags furnished by the vendor. All vendors cooking with oil must cover the ground area with cardboard where cooking and change it daily. Tent backs are necessary for cooking, storage and service items, including but not limited to paper plates, paper cups, eating utensils, napkins, refrigeration equipment, cooking equipment, and the like. Please be advised that the 2006 International Fire Code (Section 904.11.5.2) states that a Class K portable fire extinguisher shall be on the site when deep fat fryers are being used. Violation of the Fire Code may result in a maximum fine of \$1,000.00 per day.
8. **Vendor** will be solely responsible and pay the Pennsylvania sales tax and any other gross receipts tax that may be due to the City of Wilkes-Barre or any other tax levied by any government organization with respect to sales or activity of vendor under this agreement.
9. **Vendor** will be solely responsible for obtaining any necessary licenses from any government body to perform this agreement. **A City of Wilkes-Barre Food Establishment License is required for all food vendors per City of Wilkes-Barre Health Department guidelines.** Vendor agrees to adhere to all City, county, state, and/or federal health, safety, and other applicable regulations governing the sale of food at events.

- 10. Vendors** will be solely liable for any equipment, food, beverages or other items of personal property that it brings to the above location both during serving hours and thereafter. Vendor represents that it has insurance covering said items for loss due to vandalism, theft, or other casualty. The City of Wilkes-Barre will not provide security for operating and non-operating hours and will be held harmless for any claims for theft, vandalism, casualty or other loss whether or not said casualty or loss is covered by insurance, with respect to vendor's personal property left on the location before, during, and after operating hours.
- 11. Vendor** hereby agrees to identify and hold harmless the City of Wilkes-Barre, its officers, agents, servants and employees, of and from all actions, causes of action, suits or claims of any kind resulting from the service provided by vendor under this agreement including, but not limited to, any acts of vendor, its agents, servants or employees in the performance of this agreement, personal injury or damage to personal property or real estate resulting from the acts, errors, or omission of the vendor, its agents, servants or employees, whether negligent or non-negligent, or damage to vendor's personal property.
- 12. Vendor** acknowledges that no representatives have been made to vendor with respect to size of attendance at the 4th of July Celebration nor have any representations been made with respect to anticipated sales. Vendor agrees that it will retain sufficient supplies to accommodate the attendees at the event and will replenish its supplies as necessary.
- 13.** This agreement will be mutually binding on the parties hereto and will be assignable where the term "IT" is used, it will, when referring to vendor, include "he", "she", "they", or "them" as applicable. This agreement contains the entire understanding between the parties hereto and any amendments hereof will be in writing signed by both parties.