



Lux Events 1st Annual Denbigh Market Day Festival

Instructions on How to Apply – Food & Beverage Vendor Application

Lux Events, LLC strives for menu diversity, festival ambiance, and menu quality when selecting food truck operations, as well as striving to maximize sales for all food truck vendors. Lux Events' seeks to offer participation to a broad representation of different food options for attendees. The applicant must provide food truck service for the *entire festival*, based on the estimated audience attendance of 2,500 - 5,500 people.

A picture of the food truck or food table/tent as it will be displayed during the Festival is required. Food Truck identification signs must be made from sturdy materials and be attractive in appearance. *Menu boards with prices MUST be displayed throughout the Festival.*

**ALL MENU ITEMS MUST
BE SOLD AT THE FULL PRICES DESCRIBED ON THIS APPLICATION. VENDORS
ARE NOT PERMITTED TO ACTIVELY CANVAS FOR CUSTOMERS; "HAWKING,"
OR OTHERWISE APPROACHING OR LOUDLY ADVERTISING FOR SALES. ALL
SIGNAGE MUST REMAIN WITHIN THE FOOD SPACE ALLOCATION.**

It is the responsibility of each vendor to continually clean up the area surrounding your space including pickup of trash, napkins, utensils, etc; each vendor shall leave the area in the same condition as when they arrived. No trash, waste products, gray water, grease, etc., may be dumped anywhere on Festival grounds. **SHOULD THIS REQUIREMENT NOT BE MET, A \$250 CLEAN UP FEE WILL BE CHARGED AND PARTICIPATION IN FUTURE LUX EVENTS, LLC EVENTS WILL BE JEOPARDIZED.**

DIRECTIONS: Fill the application out below. Read all the information contained within this packet carefully. Complete the Food Vendor **Agreement**, which must be signed by an authorized representative for your business. Lux Events, LLC reserves the right to reject any applications and offers. The participation fee is **50** per vendor. Upon acceptance of the Agreement by Lux Events, LLC payment is due within 7 days of receipt of the invoice. The Agreement shall become a binding contract. **Your food contract will be void if you do not have a valid Mobile Truck Food Permit or Fire Inspection. If you do not have the permit or proper inspection per the City of Newport News, you will be asked to leave the event site and/or adjust your menu. If required to leave, no refund will be provided.**

Submit your application in 2 ways:

Via U.S. Mail: Mail all applications to Lux Events, PO BOX 14493, Newport News, VA 23608.

Via eMail: eMail all applications to Lux Events at luxeeventsva@gmail.com

You will receive **confirmation via email** from us **if** chosen as a vendor and an invoice for the \$50 participation fee in a separate email from our merchant.

Checklist: Application Agreement ..



Lux Events Denbigh Market Day Festival

Date: Saturday, October 16, 2021 **Time:** 12:00pm - 6:00pm

Location: Centura College, 616 Denbigh Blvd., Newport News, VA 23608

Website: www.luxeventsva.com/denbighmarketday

Food and Beverage Vendor Application

PLEASE PRINT

Business Name: _____

Name of Concession (if Different): _____

Authorized Representative/Contact's Name: _____

Mailing Address:

City: _____ **State:** _____ **Zip Code:** _____

Phone: (_____) _____ **Email:** _____@_____._____

Social Security # or Federal Tax ID #: _____

Sales Tax #: _____

What food related licenses and certifications do you currently have? ___ Food Handler's Card

___ Serv Safe Certificate ___ Mobile Unit License ___ VDH Inspection ___

Other: _____

Please list events, fairs, or festivals you have been associated with and a contact person at each:

1) _____

Contact Person: _____

Contact Phone or Email: _____

2) _____

Contact Person: _____

Contact Phone or Email: _____

3) _____

Contact Person: _____

Contact Phone or Email: _____

Please complete the below (if applicable):

What is your company website address: _____

What is your company's Facebook page: <https://facebook.com/> _____

What is your company's Instagram handle: @ _____

What is your company's Twitter handle: @ _____



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Proposed Menu for festival (Only those items listed here will be considered for acceptance):

Menu Item	Item Detail	Price (\$)

How will you be preparing your food? Please include list the cooking equipment (portable cooker, crock pot warmer, microwave, etc.): If you are a food truck vendor please list what cooking equipment will be in your truck.

Number of members in your organization: _____

Do you accept credit cards? ___ Yes ___ No

Additional information which you feel may be relevant to your selection as a Food Vendor:

What is the Total Size of your Truck: _____ x _____

FOR OFFICE USE ONLY			
Date Received	Fee(s) Received With Application	Approval Date	Date Health Permit Rec'd



FOOD VENDOR AGREEMENT

THIS IS AN AGREEMENT, between **Lux Events, LLC** (“Organizer”) and _____ (“Vendor”)

1. **Formation and Nature of Agreement.** This Agreement shall become a contract between the Vendor and the Organizer upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the Organizer agrees to allow Vendor to operate their food products and services, once selected, at Lux Events, LLC's Denbigh Market Day Festival. The Vendor agrees to operate their food products and services and to otherwise perform in accordance with this Agreement.
2. **Use of Space or Truck.** The space or truck shall be used exclusively for the sale of food and beverage products on the menu described in the application attached to this Agreement, and at the prices described in the application. Upon written request of the Vendor, submitted to the Organizer not less than 5 days prior to the beginning of the Festival, the Organizer may, by written consent, approve the sale of goods other than approved menu items. It is the intention of the parties that the sale of goods other than approved menu items be restricted to goods related to the charitable purposes of the Vendor and that such sales are restricted except where compelling circumstances warrant approval by the Organizer. Accordingly, the Organizer reserves the right, in its absolute discretion, to disapprove the sale of any goods other than approved menu items. Without limitation of the foregoing, the Vendor shall not use the event for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws.** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages on the food truck.
4. **Sanitation and Clean-Up.** Vendor shall maintain the space and food truck and the area surrounding in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The Organizer shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their food truck in accordance with directions given by the Organizer.

NOTE: Vendor shall provide containers for disposal of cooking oils used. The Vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of the day or the vendor's refundable security deposit will be forfeited. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public. Vendor shall provide adequate workers or volunteers for clean-up of the food festival and the general Festival grounds in accordance with regulations and directions provided by the Organizer.

5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
 - (a) **Deadlines.** Vendor shall comply with all deadlines for organization and performance of the food vendor operation as established by the Organizer.
 - (b) **Cooperation.** Vendor shall cooperate with the Organizer in planning and conducting the Festival. The Organizer will evaluate the performance of the Vendor in accordance with regulations and procedures established by the Organizer.
 - (c) **Number of Servings.** The Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period.



FOOD VENDOR AGREEMENT

- (d) **Compliance with Regulations and Directions.** Vendor agrees to comply with all regulations promulgated by the Organizer, including those regulations attached to this Agreement. The Organizer reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor. The Vendor shall be bound to all such regulations provided that such regulations are made generally applicable to all other food truck operators similarly situated.
- (e) **Security.** Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
6. **Equipment and Supplies.** Vendor shall provide electrical and water service in accordance with directions and regulations provided by the Organizer, if available.
- Vendor shall provide all necessary propane and other fuel other than the electrical power utilized in the preparation of food in the food truck, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all tents, tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating as a food vendor.
7. **Assignment of Food Vendor Space.** Vendor consents to assignment of booth space by the Organizer at such location as the Organizer may determine. The Organizer reserves the right, for a proper purpose, to reassign food vendor space locations to the operators of the food vendor spaces at any time prior to the beginning of the Festival.
8. **Application and Other Information.** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the Organizer in connection with this Agreement, are complete and accurate. Except upon prior written consent of the Organizer, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the Organizer.
9. **License.** The right given by the Organizer to the Vendor to operate as a food vendor is a license and shall not create any rights in the Vendor as a tenant.
10. **Delegation and Assignment.** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The Organizer may delegate and assign its duties and rights to such committees for representations as the Organizer shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the Organizer of its liability for nonperformance of its duties.
11. **Relationship of Vendor and Organizer.** The relationship of Vendor and the Organizer under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the Organizer to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the Organizer.
12. **Force Majeure.** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for any vendor or electrical fees paid will not be issued for any reason as listed above as a matter of policy by the Organizer.



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13. **Limitation on Liability.** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
14. **Default.** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
15. **Joint Vendors.** If two organizations will be operating a food truck under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
16. **Waiver of Liability.** The sponsoring organization or business shall indemnify and hold Lux Events, LLC and Centura College harmless from all claims which may be brought by its workers against Lux Events LLC or Centura College, arising out of the vendor's activities in this event.

Signature of this "Food Vendor Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement," attached "Instructions on How to Apply," "Food Vendor Application," and "Food Vendor Agreement."

IN WITNESS WHEREOF, the parties have executed this Agreement.

For _____ (Business Name)

By _____ (Individual's Signature)

Its _____ (Individual's Title)

Date: ____ (MM) ____ (DD) ____ (YYYY)

By: Shannon N. Tombs _____ (Lux Events, LLC Representative Signature)

Date: 09/20/2021