



St. George Art Festival

April 10-11, 2020

FOOD CONCESSION BOOTH APPLICATION

ORGANIZATION: _____

CONTACT PERSON: _____

PHONE: _____ ALTERNATE PHONE: _____

E-MAIL: _____

ADDRESS: _____

MENU:

Description in Detail	Portion Size	Price

FOOD(S) DESCRIPTION: ☐ Asian ☐ Italian ☐ West American Dutch
☐ French ☐ Mexican ☐ Other:
☐ Greek ☐ Polish
☐ Health Food ☐ Polynesian

POWER SOURCE USED: ☐ Propane ☐ Electric ☐ No Power

POWER: will be provided in the form of two outlets of 110. **NO** isolated circuits are available.

WATER: is available through a shared hose with a split tap. **NO** individual booth sources are available.

BOOTH FEES: A booth fee of \$250 is due by March 20, 2020, for each 10' wide (frontage) x 10' deep (minimum) location. Any oversized trailers, booths, etc. will be charged an additional booth space fee. The total space fee must be paid promptly after application/booth acceptance notice is given on February 21, 2020. Include the tongue on trailers when stating your booth size.

APPLICANT BOOTH SIZE: _____' x _____' BOOTH FEE: ☐ \$250 ☐ \$500 ☐ \$750

INSURANCE: You must provide a certificate of insurance listing:

- The City of St. George, Attn: Art Festival, 175 East 200 North, St. George, UT 84770, as an additional insured
- The name and dates of the event: St. George Art Festival – April 10-11, 2020. (Include April 9th if you will set up Thursday evening).
- Description of Operations must be worded exactly like the sample below:
"City of St. George is listed as an additional insured with respect to (name of insured) participation in the St. George Art Festival, April 10-11, 2020, located at 50 South Main, St. George UT 84770. The City of St. George is Primary & Non-Contributory for Ongoing & Complete Operations; a Waiver of Subrogation applies in favor of the City of St. George. A 30 day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date."
- Make sure the required insurance limits are correct as mandated by [Utah R37-4-3](#):
 - General Aggregate \$2,552,000
 - Each Occurrence \$745,200
 - Damage to Property \$295,000

Note: The City of St. George no longer offers insurance coverage.

GUIDELINES:

1. Your booth must commit to operate from 10:00 a.m. to 6:00 p.m. on Friday and Saturday. Take down on Saturday will be after 6:00 p.m. No earlier.
 2. You must provide your own booth materials, extension cords, water canopies, etc. Be prepared for rain or shine and wind.
 3. **You must provide ground surface protection** – plywood is suggested and liners to place in trash cans in your booth. You will be responsible for cleaning your own immediate area throughout and at the end of each day and bagging your garbage. City crews may periodically pick up bags if available. All liquid or solid waste must be disposed of properly. It is illegal to dump into the storm drain.
 4. **Setting up/Check-in time:** Thursday, April 9, 2020 after 6:00 p.m. - 9:00 p.m., **and** Friday, April 10, 2020, 7:00 a.m. - 9:00 a.m. at the Food Court areas. Booths remain up overnight and limited security will be provided. Please do not leave vehicles where they will cause traffic congestion.
 5. **No parking allowed** in the Wells Fargo, Library or Tabernacle parking lots.
 6. **Regulations:** Concessionaire agrees to strictly observe all laws and ordinances of the State of Utah, Washington County Health Department, and the City of St. George which in any respect relate to the business conducted by Concessionaire, together with all rules and regulations. Concessionaire will complete the City of St. George “Event Guidelines and Exhibitor/Vendor Release Waiver and Indemnification Agreement” and provide insurance coverage as required. The City shall have the right to inspect at all reasonable times the premises occupied by Concessionaire. Willful violation of or failure to comply with any of said laws or regulations shall be cause for immediate cancellation of this agreement by the City.
 7. **Food Handlers Permit:** The Concessionaire shall display a copy of a current or temporary Food Handlers Permit on their booth in a conspicuous location. Temporary permits may be obtained and associated fees paid through the Southwest District Health Department - Environmental Health Division, 620 S. 400 E., St. George, UT 84770, Monday through Friday, 8:00 a.m. – 5:00 p.m., (435) 986-2580.
 8. Each booth must be sturdy and designed in a way which presents a quality image. All booth designs, advertising, decorations, materials, sounds or music must be approved by this office prior to the event.
 9. The Festival encourages all booth personnel to be dressed in some form of uniform or costume which adds to the quality of the Festival, and is in accordance with the type of food sold, and presents an attractive addition to the Festival. A full description or picture must accompany the application.
 10. The Festival reserves the right to immediately remove any concessionaire who does not abide by Festival rules/guidelines.
 11. A booth fee of \$250 is due for each 10’ wide (frontage) x 10’ deep (minimum) location. Any oversized trailers, booths, etc. will be charged an additional booth space fee(s). The \$250 for each space reserved must be paid upon application/booth acceptance, to be received by no later than Friday, March 20, 2020.
 12. Acceptance to sell at this Art Festival does not guarantee acceptance at future Art Festivals. A new application must be made each year.
- I have read the above guidelines and agree to abide by each.

SIGNED: _____

DATE: _____

Completed “Food Concession Booth Application” must be returned no later than **February 7, 2020 by 5 PM** to:

**Community Arts Division
Art Festival - Food Booth
68 E. Tabernacle St.
St. George, UT 84770
artadmn@sgcity.org**



Event Guidelines and Exhibitor/Vendor Release Waiver and Indemnification Agreement

GUIDELINES:

1. **Booth Equipment:** Food and Non-Food Vendor/Exhibitors. All vendor/exhibitors must provide all booth materials including canopies, cooking equipment & supplies, floor coverings, grease catchers, extension cords, tables, chairs, eating utensils, serving utensils, napkins, plates, cups, sunshades, decorations, price list, signs, etc.
2. **Booth Personnel:** All vendor/exhibitors personnel are to be dressed in some form of uniform or costume which adds to the quality of the event, and presents an attractive addition to the event. A full description or picture must accompany the application.
3. **Food Handlers Permit:** REQUIRED FOR ALL FOOD VENDORS. All vendor/exhibitors shall display a copy of a current or temporary Food Service Permit on their booth.
4. **Compliance with Law:** All vendor/exhibitors agree to strictly observe all laws and ordinances of the State of Utah, Washington County Health Department, and the City of St. George, which in any respect relate to the business conducted by vendor/exhibitor, together with all rules and regulations. No smoking. Consumption or selling of alcoholic beverages is prohibited on City property. The City shall have the right to inspect at all reasonable times the premises occupied by vendor/exhibitor. Willful violation of or failure to comply with any of said laws or regulations shall be cause for cancellation of this agreement by the city.
5. **Trash Receptacles:** All vendor/exhibitors must provide **plastic bags** to place in trash cans near your booth. You will be responsible for cleaning your own immediate area throughout and at the end of each day and bagging your garbage. ***All liquid or solid waste must be disposed of properly. Do not dump into the storm drain.***
6. **General liability and Property Damage Insurance:** All vendor/exhibitors must provide a Certificate of General Liability and Property Damage Insurance, showing that the applicant has comprehensive general liability and property damage policy that includes contractual liability coverages. The City shall be named as an additional primary insured. The minimum general liability and property damage liability shall be as follows:
 - (a) Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$717,100 Dollars.
 - (b) Comprehensive general liability insurance for injuries, including accidental death, two or more persons in any one occurrence in an amount not less than \$2,455,900 Dollars.
 - (c) Broad form property damage insurance in an amount not less than \$286,900 Dollars per occurrence.
7. **Taxes, permits, certificates and any licenses required are the responsibility of the vendor/exhibitors.** The City of St. George reserves the right to limit the number and type of exhibitors or vendors.

EXHIBITOR/VENDOR RELEASE WAIVER AND INDEMNIFICATION AGREEMENT

This Release, Waiver, and Indemnification Agreement is hereby given by _____ (“Indemnitor”), on the one hand, in favor of The City of St. George, Utah, **St. George Art Festival:** (hereinafter the “EVENT”); (“indemnities”) and all other sponsors, donors, volunteers, organizers, and fundraisers.

Recitals

- A. Indemnitor is an Exhibitor/Vendor at the EVENT, to be held the ____ day of _____ 20 ____, at properties owned, managed, controlled, or administered by the City of St. George, Utah and The City of St. George EVENT organizing committee.
- B. Indemnitor recognizes the potential for risk of harm to persons and property at the City of St. George, and

- C. Indemnitor desires that Indemnitees not be at risk for activities of the Exhibitor/Vendor at the EVENT, including the activities of Indemnitor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

Agreement

1. Indemnitor hereby releases Indemnitees and forever waives Indemnitor's claims against Indemnitees for any and all claims, causes action, damages, demands, penalties, and costs, including attorney fees that arise in relation to the EVENT.
2. Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed or which may arise or are discovered in the future in relation to Indemnitor's activities at the EVENT.
3. Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by the Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention.
4. Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by them in relation to the EVENT.
5. Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, losses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor's acts or omissions at the EVENT.
6. Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor's breach of any agreement, covenant or warranty in this agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of actions arising from the operation of the EVENT. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Utah and shall be binding upon Indemnitor's heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliate, agents and assigns and (ii) all City of St. George employees, volunteers, donors, sponsors, organizers and fundraisers.

DATED this _____ day of _____, 20____

By: _____

Title: _____



TEMPORARY FOOD SERVICE APPLICATION

Fee Schedule

Temporary Permit
(May Not Exceed 14 days)

1 Day
2-3 Days
4-14 Days

\$45.⁰⁰

\$55.⁰⁰

\$80.⁰⁰

\$130.⁰⁰

+ \$25.⁰⁰ if issued On-Site

+ \$25.⁰⁰ if issued On-Site

+ \$25.⁰⁰ if issued On-Site

Contact office for details

Seasonal Permit

Date: _____

Business Name: _____ Phone: () -
(This name will appear on the license and should be the name on the booth)

Mailing Address: _____
☐ Use Business Owner Address City State Zip

E-Mail Address: _____

Type of Business: ☐ Corporation ☐ Individual ☐ Legal Owner ☐ Owner Operator ☐ Partnership

Name of Business Owner: _____ Phone: () -
(NAME OF CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

Business Owner Address: _____
☐ Use Mailing Address City State Zip

Principle Contact Person: _____ Phone: () -

Type of Operation: ☐ Single event (Good for any one event not to exceed 14 consecutive days)
☐ 6 Month Seasonal Permit (valid for up to six months. Contact office for details.)

Name of Event: _____ Date(s) _____

Location of Event: _____
City State Zip

Event Host: _____ Phone: () -

Will all food be prepared at the Temporary Food Service location? ☐ Yes ☐ No

If No, give the name and address of the approved commercial kitchen where food will be prepared:

Name of Kitchen: _____ Address: _____

List ALL prepared food menu items to be served (include prepared drinks, desserts, salads, etc.):

ADDITIONAL MENU ITEMS REQUIRE HEALTH DEPARTMENT APPROVAL!

How will food be kept COLD? ☐ Ice chests ☐ Onsite refrigerator ☐ Onsite freezer ☐ Other: _____

How will food be kept HOT? ☐ Cooked to order ☐ Chafing dish/ crock pot/ roaster ☐ Other: _____

How will cleaning cloths be sanitized? ☐ Sanitizing wipes ☐ Bleach water solution (use test strips) ☐ Other: _____

How will hand washing facilities be provided? (Hand washing facilities MUST be located within 25 feet of food preparation areas).

How will trash be disposed of? ☐ Disposal provided by the event ☐ Other: _____

How will waste water be disposed of? (Do not dump waste water on the ground or in storm sewers!) _____

Signature of Applicant: _____ Date: _____

EVERYONE PREPARING FOOD IS REQUIRED TO HAVE A FOOD HANDLER PERMIT.

PLEASE VISIT WWW.SWUHEALTH.ORG FOR CLASS INFORMATION.

Signature of Health Department Inspector: _____ Date: _____

Approved: ☐ Rejected: ☐

Fees Received \$ _____
Initials

FOR OFFICE USE ONLY

Category
☐ T1 ☐ T2 ☐ T3 ☐ S1 ☐ S2 ☐ S3

WWW.SWUHEALTH.ORG

General Guidelines

1. A Temporary Food Service Permit shall be prominently displayed for the public.
2. If using disposable eating utensils keep sufficient quantities for your customers.
3. Dust and windblown debris must be controlled.
4. You must collect and dispose of any liquid wastes legally, including hand wash waste. Any liquid waste, which is not discharged directly into a sewage system (not a storm drain) must be collected and legally disposed of.
5. All waste food, food scraps or food residues, including drippings, oil and wash water, must be caught or collected and disposed of properly.
6. Other requirements may be applied if deemed necessary by the Environmental Health Officer

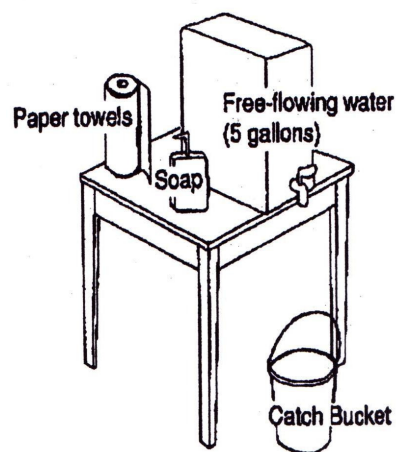
The Southwest Utah Public Health Department reserves the right to prohibit or discontinue, without warning, any food operation it deems a threat to the public health or safety.

*"Potentially hazardous" foods mean any food or ingredient capable of supporting the growth of infectious or toxigenic microorganisms.

Examples: Raw or cooked hamburger, hot dogs, bar-b-cue pork and chicken, macaroni salad, potato salad, ice cream, prepared fruit and lettuce salads, etc.

Please contact the Environmental Health Division of Southwest Utah Public Health Department for additional information on requirements for food service and to register your activities.

Correct Handwashing Set-up



There are five things you MUST keep in mind when planning to cook and serve foods outside a commercial restaurant.

- Keep your menu simple.
- Always buy foods from an inspected commercial establishment;
- Always cook, heat or cool foods rapidly. Keep raw foods and cold foods cold (below 40°F) and cooked foods hot (above 140°F.);
- Always start with clean equipment and re-clean and sanitize it every hour or when it gets soiled;
- Always use utensils to handle food; never your hands; and keep all foods tightly covered.

Southwest Utah Public Health Department Environmental Health

**Washington County
Contact**
(435) 986-2580
620 S. 400 E.
Suite # 400
St. George, UT 84770

**Iron & Beaver
Counties
Contact**
(435) 865-5180
260 E. DL Sargent Dr.
Cedar City, UT 84721

**Kane & Garfield
Counties
Contact**
(435) 644-2537
445 N. Main.
Kanab, UT 84741

On The Web

www.swuhealth.org/environmental-health

Other Sources of food safety information:

Utah food service rules on the web:

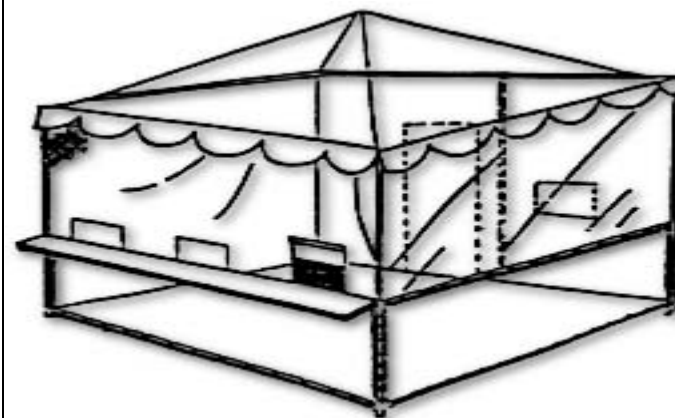
<http://www.rules.utah.gov/publicat/code/r392/r392-100.htm>



Temporary

Food Service

Establishments



Southwest Utah Public Health Department enjoys special events, especially those serving good food. Unfortunately, if the food served is not handled or prepared properly it can cause illness or food poisoning. This guide has been prepared to help you plan and prepare food safely. Please read it carefully. Should you have any questions, please contact the Southwest Utah Public Health Department division of Environmental Health for assistance.

Any food service operation serving food **must** obtain a permit from *Environmental Health Division of Southwest Utah Public Health Department* prior to an event.

Personnel Guidelines

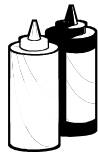
1. All persons working with food are required to have a valid food handler's permit.
2. Be sure to wear clean outer garments and effective hair restraints. Tobacco will not be allowed in the preparation and service areas.
3. People with boils, infected wounds, diarrhea, nausea or vomiting, respiratory infections accompanied by fever or other communicable diseases may not prepare food or help with your food stand



Food Safety Guidelines

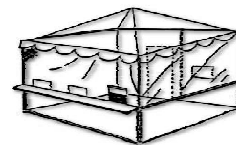
1. Seafood or shell stock, **in any form**, may **not** be served.
2. All foods, including ice and water, must be obtained from approved sources.
3. If water is supplied through a hose, the hose must be NSF approved.
4. Adequate facilities for maintaining safe food temperatures must be provided
5. Accurate thermometers are required to verify adequate temperature control
 - a. Cooked or raw cold foods require refrigeration must be kept below 40 °F.
 - b. Hot foods must be kept at or above 140 °F.

6. All potentially hazardous* food must arrive ready to be served or ready to be cooked, and when cooked, must require minimal preparation to be served. An enclosed facility will be required for more involved food service activities.
7. Keep all foods protected from dust, dirt, insects and other sources of contamination during storage, cooking, preparation, display, and service.
8. Food Items **MUST** be protected from the consumer and the environment.
 - a. No storage of food or food contact items on the ground.
 - b. All foods must have guards or shields in place or covered at all times
 - c. must be in proper dispensers. (Food grade plastic squeeze bottles, individually wrapped straws, etc.)



Booth Guidelines

1. All food booths must be constructed with a ceiling and a floor as follows:
 - a. Floors shall be smooth and cleanable. Smooth pavement, plywood, canvas, rubber mats, etc. is acceptable. Grass, dirt, or sawdust is unacceptable.
 - b. Ceilings shall be constructed of either wood, canvas, plastic or similar material.



2. All cooking equipment, except for barbeques and deep fryers, must be inside the booth unless required to be outside of the booth by the local fire department.



- a. Equipment and utensils must be commercial grade, clean and in good repair and stored protected from dirt and insects.
3. All equipment and utensils must be kept clean and protected from contamination throughout their use.
 4. Adequate hand washing facilities must be provided within the food booth: consisting of a 5 gallon water container with a valve to leave hands free for washing; a waste water container; soap dispenser and paper towels (see picture on back) Disposable food-handling gloves may also be required.
 5. Adequate utensil washing facilities must be provided, consisting of three suitable containers for the cleaning of equipment, utensils and for general cleaning purposes. One shall contain soapy water, the second shall contain clean rinse water, the third a bleach/water solution (use 1 tablespoon of household bleach per gallon of water).



Utah Food Handler Permit

Expires:

Permit # -

Issued by the Southwest Utah Public Health Dept.



This permit is NOT a legal form of identification

CITY OF ST. GEORGE
175 East 200 North
St. George, Utah 84770
APPLICATION FOR BUSINESS LICENSE
(Lessee Sub-License)

Event Name _____ Date _____

Name of Business _____ Business Phone _____

Name of Applicant _____ Home Phone _____

Residence Address _____

Mailing Address (If Different) _____

Temporary Special Event Sales Tax Number _____

Applicants Drivers License Number State _____ Number _____

Location of Sales Point (booth or stall, if numbered) _____

Product or Service Sold _____

Name of Sales Person if Not Applicant _____

If Corporation of Partnership, Give Names and Address of Officers of General Partners

LICENSE FEE PAYABLE:

Five (5) Day License Fee (\$5.00) \$ _____

Thirty (30) Day License Fee (\$10.00) \$ _____

TOTAL \$ _____

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of my license. I also understand that the City License Officer may require additional information as permitted by the ordinance, and I also agree to supply the same part of this application.

Application Completed by (please print) _____ Title _____

Authorized Applicant Signature _____ Date _____

Office Use Only

Date Received _____ Receipt Number _____ Business L.O. _____