



April 23, 2020

Dear Prospective Food Vendor;

Thank you for your interest in participation. We invite you to read the following **Terms of Participation** prior to completing your online application.

Included in this attachment you will find a Concessionaire Agreement detailing your responsibilities regarding the services you will be providing for this year's event, along with various forms for your review and completion. A signed and completed contract and agreement, certificate of insurance, fee payment, and clean up deposit will be required by August 1, 2020. Here are the high points:

1. **Credit Cards: Caterer shall use Event provided credit card devices for processing all payments, including those of the new Fest Card.** Coupons will not be sold this year and all transactions will be by Credit Card. A new Fest Card will be sold to those patrons who wish to use cash. **Under no circumstances shall cash be accepted in exchange for Products** Violation of this clause shall be cause for immediate closure and dismissal from the Event with no refund of fees. All prices of the Products shall be stated clearly (which are inclusive of sales taxes). The Festival Fee will be 25% of gross sales after tax.
2. **Menu Selection and Prices:** The committee is aware of the menu you provided us in your application or during last year's Event, and has included that information in this agreement; however, you have an opportunity to adjust your menu specifically to reflect the accuracy of the products and pricing offered at the Event. This contract, and the information it contains, will be the source of all information disseminated online and in our program guide. Please be sure to review the menu form and make any adjustments necessary. The committee will review the changes and will make any final adjustments necessary on the countersigned agreement.
3. **Insurance:** Each Concessionaire must provide a product liability and a general liability certificate of insurance with policy limits of \$1,000,000 each.
4. **Location:** Location assignments will be made following the receipt of a fully executed agreement and all Fees and Deposits. Locations for 2020 will closely follow the 2019 layout, and will be determined by the committee.
5. **Health and Safety:** In light of the current COVID-19 pandemic, heightened health and safety standards may be in effect at the time of the Event. We will keep you posted and updated on all current, new and forthcoming health regulations pertaining to this issue.

Once an agreement is signed, there will be no changes to the menu or to the prices unless agreed upon in writing.

Thank you again for your commitment to making Linde Oktoberfest Tulsa a success, ranked as one of the Top Five Oktoberfests in the country as well one of Tulsa's most authentic and well-attended events. We look forward to working with you and making the 41st Linde Oktoberfest Tulsa a success.

Sincerely,

A handwritten signature in black ink, appearing to be "John C. [unclear]".

Producer

Oktoberfest, Inc. | 2424 E. 21st St. Suite 300 | Tulsa, OK, 74114 | FAX: (918) 596-2004 | admin@tulsaoktoberfest.org



TERMS OF PARTICIPATION

2020 Food Concession Contract - Linde Oktoberfest Tulsa

2424 E. 21st St., Suite 300
Tulsa, OK 74114 | 918-596-2007 | fax 918-596-2004
www.tulsaoktoberfest.org | admin@tulsaoktoberfest.org

The following represent the agreements and understandings between Owner and Concessionaire. It is the sole responsibility of the Concessionaire to notify the Owner regarding changes in leadership within the business, the correct contact person, address, telephone numbers, etc.

Hours: Oktoberfest 2020 (“Event”) hours will be as follows with all sales ceasing at stated closing times.

<u>Wednesday, Oct. 21</u>	<u>5:00pm – 11:00pm</u>	<u>Saturday, Oct. 24</u>	<u>11:00am – 1:00am</u>
<u>Thursday, Oct. 22</u>	<u>5:00pm – 11:00pm</u>	<u>Sunday, Oct. 25</u>	<u>Noon – 6:00pm</u>
<u>Friday, Oct. 23</u>	<u>11:00am – 1:00am</u>		

Concessionaire is required to remain open during the hours listed above. Concessionaires MUST be operational for Health Department inspection by NOON ON WEDNESDAY, OCTOBER 21, 2020. Any fees assessed by the Health Department are the responsibility of each Concessionaire. All electrical and/or propane appliances must be hooked up and ready by this time. Non-compliance with maintaining open hours or inspections will result in immediate termination of this contract and removal from Event grounds, and the possibility of probation for future Events. **THERE WILL BE NO EXCEPTIONS.**

Space Reservation Fee:

1. Based on the sizes and types of your vending space(s), your non-refundable Space Reservation Fee (“Fee”) of **\$1,000 for each 20’ Haupstrasse tent space, or \$750 for other locations** is due with the submission of this agreement.
2. The Fee must be received prior to **September 15, 2020 (“Fee Deadline”)** or Concessionaire will forfeit their space.
3. The Fee must be paid by Corporate Check, Cashier’s Check or Credit Card to Owner prior to the Fee Deadline. The Fee is **credited towards the Commission due to Owner at the final settlement.**

Refundable Clean-up Deposit:

Concessionaire shall pay a refundable Clean-up Deposit (“Deposit”) of **\$250 per location.** This Deposit shall be paid in advance along with Space Reservation Fee, and is fully refundable if the space used by Concessionaire is cleaned properly, including any flooring provided by Owner, and proper sanitation manners and methods are used throughout the event to maintain a clean and healthy space. If Concessionaire is found to be in default of this clause, proper notification shall be made to correct the situation. If no action is taken or the situation has not been corrected, then action will be taken by Owner which may include immediate closure, and Deposit will be used without recourse by Concessionaire to correct the situation, and withheld.

Event Commission:

Concessionaire agrees to tender to Owner twenty-five percent (25%) of the daily gross receipts exclusive of any sales tax thereon. **Each Food Vendor is solely responsible for sales tax payment.** Taxes will NOT be held for any purpose by Owner, and payment of all sales tax payments will be your responsibility unless approved in writing before the Event begins. A full list of participating Concessionaires, including all revenues and payouts made, will be made available to the Oklahoma State Comptroller’s office.

Provisions:

Owner agrees to provide the following services and items only in return for the designated Commission called for in this agreement:

1. Service Space: Owner will provide the space detailed in this agreement for the purposes of selling food and/or beverage to the patrons of Event.

2. **Electrical Service:** Concessionaire MUST provide a detailed electrical request, specifying all appliances and uses including total amperages, phase needs and voltages. This shall become part of this Agreement. Concessionaire is responsible for providing his or her own panel for electric service with necessary distribution to appliances within his or her space. Please do not assume this information is on file from prior years – it MUST be included in this Agreement or the service will not be provided.
3. **Waste Water Collection:** Concessionaire MUST provide a detailed Waste Water Collection request, specifying the number and size of holding tanks needed. This request shall become part of this Agreement. Please do not assume this information is on file from prior years – it MUST be included in this Agreement or the service will not be provided. Note: If at any time grey water is discharged onto the Event grounds, whether intentional or not, the actions causing this discharge shall cease immediately and the issue rectified. If the discharge continues, for whatever reason, Concessionaire will be held accountable and shall be asked to leave the premises immediately without recourse. Deposit will be kept for clean-up purposes and an immediate five-year probation for future involvement with Owner and Event shall commence.
4. **Potable Water:** Concessionaire is responsible for providing RV quality water hose from service point to his/her space.
5. **Trash Service:** Concessionaire is responsible for breaking down all boxes, without exception, and placing in a location accessible by clean-up personnel, but may NOT be placed in the public right-of-way. Clean up personnel shall be contacted by Concessionaire when additional clean-up is necessary, and/or shall take trash materials to the clean-up facility in the Service Pavilion. Any refuse found to be intruding into the public right-of-way during event hours will be the responsibility of the Concessionaire to remove immediately. Failure to do so will result in immediate suspension of operations until the refuse is removed.
6. **Tents:** Owner will NOT provide tent(s) for use by Concessionaire unless requested by Concessionaire, arranged for in advance and made a part of this agreement, with the EXCEPTION of tents along the HauptStrasse which shall be provided by Owner by default. Any required additional fees shall be paid for in advance by Concessionaire.
7. **Mesh/Screening:** Owner will NOT provide screening for use by Concessionaire unless requested by Concessionaire, arranged for in advance and made a part of this agreement. Note: All front screening along the HauptStrasse shall be provided by Owner by default; however Concessionaire must request this mesh in advance. Any required additional fees shall be paid for in advance by Concessionaire.
8. **Flooring:** Owner will NOT provide the flooring for use by Concessionaire unless requested by Concessionaire, arranged for in advance and made a part of this agreement, with the EXCEPTION of the flooring surfaces in the tents located along the HauptStrasse, which will be provided by Owner by default; **however, this surface must be covered completely by either a rolled roofing surface, plywood or other impermeable layer by the Concessionaire to prevent grease and/or other food contaminants to affect the provided flooring.** Cleaning of this flooring will be the responsibility of the Concessionaire. Any required additional fees shall be paid for in advance by Concessionaire.
9. **Grease Service/Container:** Owner will NOT provide a Grease Container for use by Concessionaire unless specifically requested by Concessionaire, arranged for in advance and made a part of this agreement. If a container is not requested in advance and made a part of this agreement, and Concessionaire still uses Grease in cooking, Concessionaire is responsible for to the removal of 100% of the Grease, and shall not leave any Grease behind in any other container. If at any time Grease is found to be discharged onto the Event grounds, whether intentional or not, then the actions causing this discharge shall cease immediately and the issue rectified. If the discharge continues, for whatever reason, Concessionaire will be held accountable and Owner shall use all means necessary to properly affect cleanup, including the withholding of the Cleanup Deposit.
10. **Lighting:** Owner will NOT provide lighting of any sort for any space used by Concessionaire. LIGHTING IS THE SOLE RESPONSIBILITY OF THE CONCESSIONAIRE. The electric requirements necessary for Concession- provided lighting should be included in the schedule of electrical needs for the purpose of adequately providing the electric necessary for the space(s).
11. **Insurance:** Please refer to the Rules and Regulations noted in Addendum A in this Agreement for required product and general liability insurance needs. By signing this Agreement, you hereby agree to provide the insurance defined in this Agreement and must be on file prior to set-up of Concessionaire. Concessionaire will not be allowed to set up if Insurance is not on file.
12. **Transactions:** Credit cards or Event sold Fest Cards shall be only form of payment accepted for sales of any item(s) during Oktoberfest using Event provided devices; HOWEVER, we may from time to time initiate promotional programs to enhance sales, which may include approved chits, tokens or other elements (“Promotional Tokens”). You will be NOTIFIED in advance of any promotional program using Promotional Tokens, and examples of the promotional items will be provided. These will be turned in with the coupons and credits given for the face value of these elements.
13. **There will be no refund of any Commissions or Guarantee for any reason.**

LINDE OKTOBERFEST TULSA 2020

ADDENDUM A: Oktoberfest Concessionaire Contract Rules & Regulations for 2020

Liability Release: Upon signature of this contract, Concessionaire releases and forever discharges Owner, River Parks Authority, City of Tulsa and Tulsa County, all sponsoring organizations and their directors, officers, responsibility, personal liability claims, loss in damage arising out of or in conjunction with Concessionaire's participation in Oktoberfest, in Tulsa, OK. Concessionaire understands that they may be held financially responsible for any damage due to their fault. This contract shall be governed by the laws of the State of Oklahoma.

Deadlines: The Concessionaire agrees to provide the contract, tent space rental fee, insurance, exact menu, prices and services and electrical needs to be used during Oktoberfest by September 15, 2020. Prices listed on said menu are firm and may not be changed during Event. All Concessionaires shall have ample supply of approved menu items for the duration of the Event. Should Concessionaires begin to run out of product, the Food Committee Chairman must approve any substitutions to the menu. **NOTE:** Contracts not meeting the deadlines, or those submitted incompletely will not be accepted.

Menu: Concessionaire must provide their final menu on enclosed Form B. Owner reserves the right to final approval on the menu items and can deny certain items in order to keep variety in the Event. No additions or changes to the menu will be allowed during the Event.

Insurance: Owner requires Concessionaire, at its own expense, to maintain in full force and effect, insurance policies written by an insurance company authorized to do business in the State of Oklahoma, in such form and with such endorsement as shall protect Owner against any and all such damages, loss, claims or expenses resulting from services listed in this contract. Specifically, Concessionaire shall maintain Comprehensive General Liability insurance in the following amounts:

- **Bodily injury:** \$1,000,000 per occurrence
- **Bodily injury:** \$1,000,000 multiple claimants any single accident.
- **Property Damage:** \$100,000 per occurrence or combined single
- Limit: \$1,000,000
- **Workers Compensation:** Statutory Employer's Liability Insurance: \$100,000 each accident, if applicable.
- **Product Liability Insurance:** Same as Bodily injury
- **Said policies must specifically name:** 1) Owner 2) River Parks Authority 3) City of Tulsa, OK and 4) Tulsa County, OK as "Additional Named Insureds: thereunder, and until such policies of insurance reflecting such coverage has been submitted to and approved by Owner, this contract shall be without force or effect.
- **Certificate of Insurance:** A certificate of insurance shall be furnished to Owner at the following address: Owner, 2424 E. 21st St. Suite 300, Tulsa, OK 74114 or faxed to (918) 596-2004 or emailed to admin@tulsaoktoberfest.org.
- **Important Note:** These entities must be named as "**Additional Insureds**" This is not the same as "Certificate Holder". See your insurance agent – this is the most common reason for rejected certificates.)

Liability: Owner, it's officers, directors, employees and volunteers; The River Parks Authority, The City of Tulsa, Tulsa County, and/or sponsors shall assume neither liability nor responsibility for the personal property or persons of the Concessionaire immediately preceding, during or following the Event.

Owner, its officers, directors, employees and volunteers, the River Parks Authority, The City of Tulsa, Tulsa County, and/or sponsors shall be indemnified and held free and harmless from all liability occasioned by any case whatsoever arising from the Concessionaire's actions and shall not be responsible for any accident, damage or theft to any person or article employed by or in the possession of the Concessionaire while on the grounds of Owner

Services and Products Rendered: Concessionaire hereby agrees that Owner shall have the sole right to determine if the services being presented by Concessionaire constitute a nuisance or are disturbing the peace during the operation of Oktoberfest. Owner may require or demand alteration in the operation by personnel of Concessionaire to comply with their judgment in this regard.

Other Terms and Conditions:

- A. The Concessionaire agrees to comply with the City/County Health Department requirements for temporary food service operation, herein attached as "Exhibit A" and included as a part of this contract.
- B. Concessionaire agrees to comply with "Money Handling Procedures" herein attached as "Exhibit B" and included as a part of this contract. Concessionaire agrees to only accept Credit Cards or Fest Cards for payment on items sold.

No cash transactions are allowed.

- C. Concessionaire shall select a designated person to be responsible for communicating with the Oktoberfest Finance Office. This person will be the only authorized agent for the Concessionaire's device(s), logins and other procedures.
- D. Owner shall approve ALL products sold from each Concessionaire, including beverages. Owner reserves the right to serve all carbonated beverages and water.
- E. There shall be NO BARTERING/EXCHANGING of any item and/or service for food between members of any Event Committee, Event Volunteers, and/or Event Staff with Concessionaire and its employees and/or volunteers.
- F. Concessionaire must provide one standard "K" style fire extinguisher as per Tulsa Fire Department regulations.
- G. Concessionaire agrees to provide all necessary equipment, i.e.: tables, chairs, refrigeration, and heavy-duty three-wire grounded electrical cords necessary for the operation the food concession.
- H. NO PERSONAL VEHICLES will be allowed on the Event area, defined as any area within the boundaries of the admissions fence, during operating hours.
- I. Owner reserves the right to terminate the contract and take possession of the specified booth space and to remove Concessionaire therefrom in the event Owner determines, in its exclusive judgment, that the Concessionaire is not abiding by terms or conditions of this contract. Failure to abide by Event policies, operating procedures and standards of good conduct for all Event related activities may result in immediate sanctions and possible permanent exclusion from future Events. Event reserves the right to ask any Concessionaire to remove items from their booth that are deemed inappropriate.
- J. The possession of illicit drugs and/or firearms is prohibited during the operations of Oktoberfest. Intoxication by a Concessionaire will not be tolerated.
- K. Concessionaire consents to assignment of booth space(s) by Event, at such location as Owner shall determine. Owner reserves the right for a proper purpose to reassign booth locations to the operators of food booths at any time prior to beginning of Event. All Concessionaire equipment and supplies must be contained within the booth area or designated area and is the sole responsibility of the Concessionaire to maintain.
- L. No booth space may be sub-rented to any other Concessionaire, group or individual.
- M. It is agreed and understood that the Event is outdoors and subject to adverse weather conditions. In the event of adverse weather conditions, every effort will be to proceed with Owner depending upon the severity of the conditions.
- N. The property and/or grounds of the River West Festival Park may not be damaged or altered, this includes the dumping of any gray water, grease or trash. If damaged or altered, the Deposit may be retained AND any additional costs necessary shall be recovered by any means possible, including charging credit cards used for advance payments. Payment will be made to the River Parks Authority ("RPA") by Concessionaire based upon the damage estimate and invoice provided by RPA and vendor will be subject to immediate removal from the Event and up to five years' probation from serving at future Events.
- O. Any disputes involving Concessionaires are subject to arbitration by the Oktoberfest Festival Director. The Director's decision is final.
- P. No cancellations of this contract by Concessionaire will be accepted by Owner after September 15, 2020. This contract shall be governed by the State of Oklahoma.

SALES PROCEDURES

Credit Cards: Caterer shall use Event provided credit card devices for processing all payments, including those of the new Fest Card. Coupons will not be sold this year and all transactions will be by Credit Card. A new Fest Card will be sold to those patrons who wish to use cash. **Under no circumstances shall cash be accepted in exchange for Products** Violation of this clause shall be cause for immediate closure and dismissal from the Event with no refund of fees. All prices of the Products shall be stated clearly (which are inclusive of sales taxes). The Festival Fee will be 25% of gross sales after tax.

Checks will be available by **Tuesday, October 27** at 1:00 PM at the Owner's offices for payment for Concessionaires portion of the receipts, which will be the gross sales minus the percentage payment to Owner, minus any outstanding Fees, advances or Additional Services. Unless otherwise stipulated and approved in writing in advance, **Concessionaire is responsible for all sales taxes associated with their participation in Event.**

*****It will be the policy of Owner, that any vendor observed accepting cash without the expressed permission of Owner, will, upon the FIRST violation, be closed down for the remainder of the Event. * * ***

Contact: Any issues, questions or concerns with the 2020 Event can be addressed to the following;
Owner, Attention Vendor Administrator
2424 E. 21st St. Suite 300, Tulsa, OK 74114
admin@tulsaoktoberfest.org | www.tulsaoktoberfest.org

