



PEMBERTON MUSIC FESTIVAL | PEMBERTON, BC | JULY 13-16, 2017

THE FOLLOWING APPLICATION IS TO RESERVE A FOOD SPACE FOR PEMBERTON MUSIC FESTIVAL, IN PEMBERTON, BC ON JULY 13-16, 2017. (THE "EVENT "OR "FESTIVAL")

COMPANY NAME: \_\_\_\_\_

BOOTH NAME (IF DIFFERENT THAN COMPANY): \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

TWITTER: \_\_\_\_\_

FACEBOOK: \_\_\_\_\_

INSTAGRAM: \_\_\_\_\_

Sending in an application does not guarantee acceptance; vendor will be notified if they are invited to participate at the Festival. Vendor can submit via email to [kcallahan@spectrumfcs.com](mailto:kcallahan@spectrumfcs.com) or print/mail in completed applications to:

SPECTRUM EVENTS  
ATTN: Kezia Callahan  
PO Box 7130  
The Woodlands, TX 77387-7130  
281.362.7111 fax

Cashier's checks or money orders should be made payable to Spectrum Events. No personal or business checks will be accepted. Payment via credit card will incur a 3.5% processing fee; if credit card payment is selected, invoices will be sent after application is reviewed.

**DEADLINE: MAY 15<sup>TH</sup>, 2017 ANY PAYMENTS MADE AFTER MAY 29<sup>TH</sup> WILL INCUR AN ADDITIONAL CHARGE OF 5% OF THE TOTAL OUTSTANDING BALANCE. ANY BOUNCED CHECKS WILL BE FINED \$50.**

## **SPACE RENTAL AGREEMENT**

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

### **Space Rental Fees**

The space rental fee for a food operation will be based on a percentage of net sales. 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.

Sales will be closed out daily and commissions will be paid at the close of the festival during final settlement, Monday, July 17<sup>th</sup>. All vendors should meet at the designated meeting spot to check out nightly. Check out for vendors includes: reporting total cash sales for the day and turning in their rented POS ipad.

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, storage space (refrigerated or dry).

### **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 17<sup>th</sup>, 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.
- Leaving litter and/or food debris in and around booth.
- Cancellation by vendor after approval by Spectrum Events.
- 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.

### **Hours of Operation**

Thursday: Gates at 2:30 pm – 2 am, Friday: Gates at 12:30 pm – 2 am, Saturday: Gates at 12 pm – 2 am, Sunday: Gates at 12 pm – 1 am, Camping 24/hours

### **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**

All vendors will have an appointed agent or agents with full authority to represent the 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**

No vendor shall 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 the 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 Tuesday, July 11<sup>th</sup>. The load in will be on Wednesday, July 12<sup>th</sup>. The load in will be divided by time and location on site determined at a date closer to the show. Load out must be on July 16<sup>th</sup> immediately following the show with final, financial settlement on Monday, July 17<sup>th</sup>.

No vehicle movement two hours before doors, during show, or until all patrons have left the concert premises.

### **Staff Credentials**

Each 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 the vendor will be able to park in reasonably close proximity to operations. All other vehicles must be parked outside of the venue. If the vendor does not provide accurate information, there will NOT be space provided for that vehicle. There is no parking space behind food trucks. No space is guaranteed. No personal parking will be available.

### **Security**

General roving park security will be provided throughout the event site.

### **Ordinances**

Fire regulations, health, and other applicable ordinances must be observed. It is solely the vendors' 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**

All vendors must be in compliance with food safety set by the local entities. Further information regarding Health Permits to come.

### **Service Ware**

All service ware must be compostable. Any vendor found in violation of this requirement is subject to forfeiture of the entirety of the cleaning/security deposit.

## **Propane**

Vendors are required to abide by all fire safety laws set by the local entities. Vendor is responsible for having required fire extinguishers, tanks, and hoses inspected by a reputable company. Further information regarding propane is TBD.

## **Meal Tickets**

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

## **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 tented vendors with name and menu 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. Please submit a picture of your operation with this application.

## **Sale of Product**

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

Vendors are prohibited from altering menu items or prices throughout the duration of the event. Please ensure that all menu items are spelled correctly and listed out. 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 the 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.

## **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.

## **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 and credit to easily capture all sales records and enable vendors to accept all major credit cards. Only Spectrum tablets will be used and all vendors 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. The vendor may be subject to additional fees if the infractions total more than the entirety of the security and cleaning deposit.

Vendors 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 the vendor have any issues with the tablet, there will be a two-way radio at each vendor row that vendors can contact Spectrum for support. Vendors are responsible for keeping their iPads and chargers and maintaining the battery charge for the duration of the event. Credit card sales and tips will be paid back to vendors, minus the 3.5% processing fees and final commissions due, during the financial settlement the Monday after the event. 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.

**Beverages**

Vendors are NOT allowed to sell pre-packaged soda or water. A request to sell specialty beverages (any drink other than pre-packaged drinks) must be submitted in writing for approval to Spectrum. All vendors with specialty beverages will pay commission on those sales. Exhibitors may not give away beverages as part of any offer to its customers. A separate inventory for drink sales will be kept by the vendor and turned in daily.

**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:

**Electrical**

Electrical power will be provided on site by generator power. It is vitally important that the 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, the vendor may be charged an additional service fee by the power provider.

TYPE OF EQUIPMENT:	VOLTAGE:	AMPERAGE:
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**TYPE OF EQUIPMENT:**

**VOLTAGE:**

**AMPERAGE:**

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**TYPE OF EQUIPMENT:**

**VOLTAGE:**

**AMPERAGE:**

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**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

**Plugs available are as follows; please check the appropriate one for your operation.**

THE DEADLINE FOR ALL POWER REQUESTS IS MAY 15<sup>TH</sup>, 2017. AFTER MAY 15<sup>TH</sup>, THE POWER COST WILL INCREASE BY 30%. AFTER MAY 29<sup>TH</sup>, THE POWER COST WILL DOUBLE. NO ADDED POWER REQUESTS WILL BE HONORED AFTER JUNE 13<sup>TH</sup>.

**Liability**

Neither Spectrum, Huka, LLC, nor their respective contractors, directors, officers, managers, members, employees, affiliates, licensees, designees, successors, representatives, or corporate sponsors (collectively, the "Spectrum Indemnified Parties") will be responsible for any injury, loss or damage that may occur to the vendors' employees, agents, contractors, representatives, customers or property from any cause whatsoever. It is the vendors' responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public visitors, guests, 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 the 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. The vendors, on signing the Agreement expressly release, hold, keep, save harmless and indemnify the foregoing persons and entities, named organizations and committees, and individuals from all claims for such a loss, damage, or injury. Vendors must carry appropriate insurance through carriers containing such minimum limits as set forth below and shall deliver to Spectrum copies of all such policies of insurance and/or certificates.

**Vendor Insurance Requirements**

Commercial General Liability at a minimum of \$1,000,000 for each occurrence and \$2,000,000 aggregate. Automobile Liability at a minimum of \$1,000,000 per each accident. Employer’s Liability at a minimum of \$1,000,000 per each accident/disease. Worker’s Compensation based on the statutory limits.

**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, the 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.

**Rules and Regulations**

If any vendor does not follow the terms of this Agreement, set by Spectrum, this contract may be terminated. In the event of a default by the vendor, the 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.

**SIGNED AND AGREED UPON:**

**SIGNATURE:** \_\_\_\_\_ **PRINT NAME:** \_\_\_\_\_

**COMPANY/RESTAURANT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PLEASE INCLUDE TWO PAST SHOW EXPERIENCE: REFERENCE NAME / PHONE / SHOW**

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SPACE RENTAL BREAKDOWN - PEMBERTON MUSIC FESTIVAL 2017

SECURITY CLEANING DEPOSIT \_\_\_\_\_ SPACE X \$500 / EACH = \_\_\_\_\_  
 HEALTH PERMIT \_\_\_\_\_ SPACE X \$TBD / EACH = \_\_\_\_\_  
 PROPANE PERMIT \_\_\_\_\_ SPACE X \$TBD / EACH = \_\_\_\_\_  
 10X10 TENT RENTAL \_\_\_\_\_ TENT X \$250 / EACH = \_\_\_\_\_  
 10X20 TENT RENTAL \_\_\_\_\_ TENT X \$350 / EACH = \_\_\_\_\_  
 20X20 TENT RENTAL \_\_\_\_\_ TENT X \$450 / EACH = \_\_\_\_\_  
 POS RENTAL (1 PER 5' OF FRONTAGE) \_\_\_\_\_ \$50 / EACH = \_\_\_\_\_  
 COMMISSION PERCENTAGE \_\_\_\_\_ 35%

PLEASE SELECT DESIRED LOCATION(S)

CAMPING \_\_\_\_\_ MAIN VENUE \_\_\_\_\_

PLEASE SELECT ELECTRICAL

20AMP 110-120 VOLT \_\_\_\_\_ SPACE X \$150 / EACH = \_\_\_\_\_  
 30AMP NEMA L21-30R \_\_\_\_\_ SPACE X \$400 / EACH = \_\_\_\_\_  
 50AMP NEMA 14-50R \_\_\_\_\_ SPACE X \$500 / EACH = \_\_\_\_\_

TOTAL DUE: \_\_\_\_\_

HOW WILL YOU BE PAYING: \_\_\_\_\_ CASHIERS CHECK OR MONEY ORDER \_\_\_\_\_ PAYPAL OR CREDIT/DEBIT CARD

WILL YOU BE USING PROPANE? \_\_\_\_\_ HOW MANY CONNECTIONS WILL YOU HAVE? \_\_\_\_\_

HOW MANY PROPANE TANKS WILL YOU BE BRINGING? \_\_\_\_\_ WHAT SIZES? \_\_\_\_\_

HOW MANY WILL BE IN USE AND HOW MANY WILL BE BACKUP? \_\_\_\_\_ IN USE \_\_\_\_\_ BACKUP

WILL YOU BE FRYING ON SITE? \_\_\_\_\_ HOW MANY FRYERS WILL YOU HAVE? \_\_\_\_\_

NUMBER OF WRISTBAND CREDENTIALS REQUIRED (10 MAX PER LOCATION): \_\_\_\_\_

IF A FOOD TRUCK; PLEASE LIST THE SIZE OF YOUR TRUCK: \_\_\_\_\_ SERVICE WINDOW ON DRIVERS \_\_\_\_\_ OR PASSENGER \_\_\_\_\_ SIDE.

WRITE ANY BACK OF HOUSE SPACE REQUIRED (PLEASE INCLUDE SUPPORT TRUCKS/TRAILERS AND SIZES):  
 \_\_\_\_\_  
 \_\_\_\_\_

PLEASE INCLUDE ANY OTHER NOTES OR SPECIAL REQUIREMENTS.  
 \_\_\_\_\_  
 \_\_\_\_\_

PLEASE INCLUDE WITH SUBMISSION OF THE APPLICATION: \_\_\_\_\_ LOGO \_\_\_\_\_ FOOD PICTURE \_\_\_\_\_ CHEF BIO \_\_\_\_\_ RESTAURANT BIO

DEADLINE: May 15, 2017. All deposits, a certificate of insurance, and health permit must be submitted immediately following vendor application; submissions will not be processed until payment and paperwork is complete. Please mail in cashier's checks or money orders to Spectrum Events, Attn: Kezia Callahan, P O BOX 7130, The Woodlands, TX 77387. If you selected to pay via Paypal an invoice will be sent to you via email.