



Stevensville Creamery Picnic

2008 CONCESSION CONTRACT

This Concessionaire Contract (hereafter referred to as Contract) is between the Stevensville Civic Club (hereafter referred to as SCC) and _____ (hereafter referred to as Concessionaire). In consideration of the mutual benefits and obligations set forth below, the parties agree as follows:

- Nature of Contract** - This Contract entitles Concessionaire to conduct business as is set forth in this Contract and only during the term of **Friday August 1st and Saturday August 2nd**. Concession business may not be conducted prior to the specified dates. Concessionaire is entitled to sell food, candy, and non-alcoholic beverages. Concessionaire is not entitled to sell non-alcoholic beer or wine.
- Space** - Concessionaire shall be entitled to use only the space that will be assigned. Spaces SC1-SC6 are for self-contained vending units and will be allowed a space of 10 feet X 20 feet. Spaces F1-F5 will have a booth and cover provided which will be 10 feet X 14 feet. The assigned space is for the sole use of the individual Concessionaire. No Concessionaire is to sublease or in any way allow any other person or business to use their contracted space. This Contract, in whole or in part, cannot be assigned without the written consent of the SCC. The SCC shall have the right to inspect the premises at any time. The SCC may at any time on written notice to Concessionaire alter or change the location of premises identified in the Contract. Concessionaire agrees to move, at no cost to the SCC, to a new location immediately upon receipt of written notice.

Concessionaire Space Request and Deposit Requirement:

First Choice: _____ **Second Choice:** _____

- Space numbers are located on map that can be accessed from Vendor/Map link on website
- Each rental agreement is reviewed and acted upon in the best interest of the SCC on an annual basis.
- Spaces will be assigned on a first come – first serve basis, based on postmark of envelope
- A non-refundable **deposit of \$200** is required at time of application. This deposit will be credited towards the commission that the Concessionaire will owe SCC at the end of the event. Make check out to Stevensville Civic Club.

- Set-Up** – You may set up as early as 10:00 a.m. on Friday. **No vehicle access in Lewis and Clark Park will be allowed between the hours of 3:00 p.m. to 9:00 p.m. on Friday and 9:00 a.m. to 9:00 p.m. on Saturday. Please plan accordingly.** If you have items that need to go in your booth during these times, they must be either hand- carried or wheeled into the grounds on a hand cart.
- Food/Beverages to be sold** – Concessionaire requests to sell the following items:

SCC will try to limit duplicate food items that are sold at the Picnic, however, we make no guarantee that you will be the only vendor selling a certain item.

- Electrical Requirements** – SCC will provide each space with 1-20 amp breaker with 110 service. If, upon arrival at the SCC, electrical needs of Concessionaire have changed or increased, approval must be sought from the SCC electrician before any hook-up will occur. It may be determined that additional electrical service is not available. If additional electrical service is provided, a charge of \$50 usage fee will be imposed for each additional unit. The SCC does not provide extension cords. All extension cords must be 3-prong and in proper working order. The SCC shall not be responsible for any loss arising out of Concessionaire’s use of premises nor for loss or damages resulting from power interruptions or utility failures. No generators of any kind will be allowed.
- Removal of Equipment** - All equipment must be removed from Lewis and Clark Park and the area cleaned by no later than **12:00 p.m. on Sunday, August 3rd 2008**. Any equipment remaining in Lewis and Clark Park after this date shall be subject to a late fee of **\$100.00** per day. If, after 15 days from the close of the Creamery Picnic, the equipment has not been removed, it shall become the property of the SCC, and may be disposed of by the SCC as it sees fit. Concessionaire agrees to pay for the cost of the disposal of the booth.
- Operation** - Concessionaire agrees to operate the Concession booth in a safe, sanitary, courteous and responsible manner. Concessionaire shall comply with all state, local and other applicable health regulations. The SCC reserves the right to prohibit any aspect of sales and/or proposed activities, and to permit only such matter and conduct as it approves. Radios, televisions, throat microphones, public address systems, and all other sound-producing devices are subject to the approval of the SCC and shall be controlled so as not to interfere with other Exhibitors or the public. If interference exists or persists, the SCC reserves the right to revoke the Exhibitor’s privilege of using any sound devices at any time. Concessionaire will be notified in writing of such decision.
- Hours of Operation** - Concession booths must be open during these hours:

Friday, August 1 st , 2008	4:00 P.M. to *9:00 P.M.
Saturday, August 2 nd , 2008	10:00 A.M. to *9:00 P.M.

*** Booths may stay open later than the indicated times but must be manned at all times during the hours of operation. If the booths do not stay open during these hours, your deposit of \$200 will be forfeited and will not be credited towards your commission paid to SCC.**

9. **Beverages -- Liquor and Drugs** - No ales, beer, wine, spirits or intoxicating liquors (including non-alcoholic beer and wine) or drugs, of any kind, shall be kept or sold by Concessionaire in Lewis and Clark Park or anywhere in Stevensville. No beverages sold by Concessionaire shall be in a glass container.
10. **Conduct of Concessionaire** - Concessionaire shall conduct its business so as not to interfere with the rights of others contracting with the SCC. Specifically, Concessionaire shall not sell or engage in any business or sale of any at the Creamery Picnic other than that which is provided for in paragraph 4. Concessionaire shall confine all operations to the space granted by this Contract. The SCC reserves the right to prohibit the sale or rental of any item it reasonably deems objectionable from the standpoint of taste, quality or compatibility. If any illegal merchandise violating current copyright law is found it will be removed from the Concessionaire's booth. Concessions operated by student organizations shall have adult supervision during all hours of operation. Failure to provide proof of adult supervision upon request of the SCC may result in the Concession not being allowed to open, or cause its immediate closure. Any conduct by concessionaire to be deemed disrespectful to any of the SCC volunteers will be asked to leave immediately after calculating the commission that is due to the SCC and will forfeit their deposit.
11. **Health Department Regulations for Concessionaires** – Following are the safe food handling procedures that must be adhered to during the Creamery Picnic.

Safe Food Handling Procedures

1. No direct hand-to-food contact allowed. Gloves are required for anyone touching ready to eat food.
2. Hand washing is essential, even when wearing gloves. All workers are required to wash their hands after going to the restroom, smoking, handling raw meats and poultry and after handling money. Hands must be washed upon entering the booth and before putting on gloves.
3. Persons with respiratory illnesses (coughing, sneezing, etc.), infected wounds, boils, diarrhea or gastrointestinal illnesses shall not handle food.
4. Wiping cloths must be stored in sanitizer when not in use. (Chlorine = 100 ppm, Iodine = 12.5 ppm, Quaternary ammonium = 200 ppm.) Use test strips to test the strength of the sanitizer.
5. All potentially hazardous foods must be kept either cold (below 45°F) or hot (above 140°F). These foods include dairy products (nacho cheese), meat products and eggs.
6. Cook and reheat foods quickly. An internal temperature of 165°F to 180°F must be obtained before serving. Use your thermometer - don't guess. After cooking, all foods must be held at 140°F or above.
7. Avoid leftovers whenever possible.
8. Cooling foods at room temperature is prohibited.
9. Frozen foods must be thawed in a refrigerator/cooler, in cold running water, or as part of the cooking process. Complete cooking must immediately follow microwave thawing.
10. All dishes must be washed, rinsed, sanitized and air-dried - in that order. Do not dry dishes with towels.
11. Food workers must use hair restraints.
12. Keep the booth clean!

12. **Employees/Volunteers** - Concessionaire is responsible for any claims, liabilities and actions relating to the conduct and representation of personnel in said space. They are required to adhere strictly to all applicable Child Labor Laws. The signer of this contract is responsible for informing workers of the policies, procedures, and rules found in the Contract.
13. **Commission** - Concessionaire shall pay to the SCC twenty percent (20%) of gross receipts.
14. **Stevensville Transient Business License** – The Town of Stevensville requires that anyone selling goods, wares, and merchandise on town property needs to purchase a business license from the Town of Stevensville. The fee is \$25 and checks should be made out to the Town of Stevensville. The application for business license is located on the last page of this document and needs to be sent directly to the Town of Stevensville.
15. **Cash Registers** – Use of a cash register is required at the Creamery Picnic for all food vendors. A person trained in the use of the cash register shall be present in the booth at all times. Registers MUST have the following requirements:

Cash Register Requirements: Vendor must use cash registers that include the following features and capabilities.

1. Non-resettable grand total.
2. Non-resettable Z counter and Z reading.
3. Date and time printed on the detail tape.
4. "No Sale" transaction counter.
5. Two way display (Registers must be placed at front counter in plain view of the customer).
6. Compulsory door mechanism (machine will not operate with drawer open).
7. No duplicate receipt capabilities.
8. Operating manual (must be available SCC upon request).

Cash Register Procedures:

1. A "Z" reading will be taken by the stand manager from each machine at the beginning and the end of each operating day.
2. All sales will be rung up on the cash register in the correct amount. Each tape used for each day will be clearly labeled for reporting business name, Register A, B, C, etc. and Tape # (i.e. three tapes used, number 1,2,3 if register tapes changed three times on that day with the first tape of the day labeled 1).

3. Cash drawer will be closed following each sale. **Continuously open cash drawers or the use of a separate cash box is prohibited and is grounds for immediate closure of the booth by SCC.**
4. The use of the "No Sale" key is limited to three rings per hour. If it is determined that the key is being overused it will be construed as an unrecorded sale and a factored amount will be added to the daily sales.
5. Over-rings must be recorded on a separate over-ring sheet and must be clearly circled on the register tapes. **Any over-ring not properly documented and circled will not be accepted.** The number of over-rings will be a criterion used in determining to award concession licenses in future years.
6. The Detail/Journal tape will be removed at the end of each operating day.
7. Provision and maintenance of cash registers is the responsibility of the Vendor. Any problem must be reported to the SCC Booth Manager in a timely manner.
8. The SCC Booth Manager or representative will be allowed access to cash registers at any time deemed necessary.
9. The SCC reserves the right to place an observer inside any concession facility to insure proper cash register procedures are being followed.

16. **Accounting Procedures** – The Concessionaire shall utilize a cash register provided to record the sale of all goods. **No sales shall be made from an open cash box, apron, or countertop.** A person trained in the use of the cash register shall be present in the booth at all times.

The following procedures will be required for each Concessionaire whose fee is based on a percentage of gross sales:

Concessionaire shall maintain a daily record of all gross receipts derived from operations under the Contract. The term **gross receipts** are defined as all monies paid to the Concessionaire for sales made from the premises.

Daily Sales Reports: Gross receipts must be reported daily on a form provided by the SCC. The cash register summary "Z" tape must accompany the daily report to support the amount reported as gross receipts. (To prevent loss of sales information, the operator should check to make sure the cash register has an adequate supply of tape before a "Z" out is initiated.)

The required accounting of the Friday sales is due to the SCC Booth Manager or representative by 10:00 a.m. Saturday morning and by 9:30 p.m. Saturday evening for Saturday sales. These sales sheets will be provided upon check-in.

Concessionaires' **final settlement, full payment, and complete daily sales records** are due and payable to the SCC by **SATURDAY, AUGUST 2ND AFTER ALL SALES COMMISSION REPORTS HAVE BEEN CALCULATED BY THE SCC TREASURER.**

17. **Security/Theft Protection** – Concession booths are never to be left unattended during operating hours. Concessionaire should cover all valuable items when leaving the booth upon closing. Losses or infractions should be reported to the Stevensville Police Department immediately upon detection. Valuable items in outdoor booths and all other portable items should be removed or properly secured and concealed upon closing. SCC suggests that Concessionaire obtain a temporary insurance policy to cover Concession displays for the period of the Creamery Picnic, as an added protection against possible losses. The SCC and its employees will not be responsible for lost, damaged or stolen merchandise.
18. **Fees and Payments** - Concessionaire is required to submit a **\$200** payment plus any additional electricity usage fees to the SCC office by **July 25, 2008**. This **deposit** will be applied toward the total amount the Concessionaire owes to the SCC at the conclusion of the Creamery Picnic. Any additional electricity usage fees will not be applied toward the 20% commission total owed to SCC.
19. **Refunds** - If a Concessionaire cancels on or before **July 1, 2008 at 5:00 P.M.**, **50%** of Concessionaire's deposit amount and any additional electricity usage fee will be refunded. Allow 30 days for refund check issuance. *No refund will be made if cancellation is made after July 1, 2008.* If a Contract is cancelled after July 1, 2008, the request for a refund will be reviewed on a case-by-case basis. All requests must be made in writing and are subject to the approval of the SCC.
20. **Required Forms** - This **CONTRACT** must be signed by the Concessionaire and returned to the SCC by **July 25th, 2008**.
21. **Violation Process** – In the event of a violation of this Contract, the Concessionaire will first receive a verbal warning of a violation and a reasonable amount of time, as determined by SCC, to correct the violation. The time will be based upon the type of violation. If practical, a verbal warning will be followed by a written warning of the violation, the original of which will be given to the Concessionaire, with a copy placed in the Concessionaire's file. Further action will be determined as deemed appropriate by the SCC, to include but not limited to: 1) a fine; 2) not being invited to return to future SCC events; or 3) being asked to vacate the premises.

General Regulations - The SCC reserves the final and absolute right to interpret these rules and to arbitrarily settle and determine all matters, questions and differences with regard to and in connection with the Creamery Picnic. The SCC also reserves the right to amend or add to these rules as may seem advantageous to the SCC. The SCC also reserves the right to formulate and announce new rules to meet emergencies that may arise later and/or during the Creamery Picnic. The SCC also reserves the right to exclude from Lewis and Clark Park any person or persons that may be deemed undesirable, or who shall otherwise become offensive. Absolutely no overnight camping is allowed on the grounds by concessionaires for any reason, at any time. Absolutely no dogs, with the exception of Service dogs, are allowed on the grounds.

22. **Confirmation of Space Number** – You will be sent a confirmation letter with your space number. Please bring this confirmation letter with you to the Creamery Picnic.

23. **Signing of Contract** - By signing this Contract, the Concessionaire agrees to abide by all of the rules and regulations set forth by the SCC. Failure to abide by the rules and regulations may result in the termination of this Contract. Any right or privilege of Concessionaire to sell any product on the grounds of Lewis and Clark Park may be immediately revoked, without refund, if Concessionaire fails or refuses to comply with the terms of this Contract. This contract is executed this _____ day of _____, 2008.

Name: _____

Address: _____

Phone: _____

E-Mail: _____

Concessionaire Signature

Printed Name

IMPORTANT:
Remember to send your \$200 deposit check made out to Stevensville Civic Club along with this agreement. Failure to do so will put you at jeopardy of losing your space at the Creamery Picnic.

Any questions, concerns, or comments can be addressed to:
Mark Anderson
Creamery Picnic Booth Manager
P.O. Box 676
Stevensville, MT 59870
Phone (406) 273-0935
Email: marka@farmersebank.com
Website: www.creamervpicnic.com

Town of Stevensville
PO Box 30
Stevensville, MT 59870
(406) 777-5271

Business License Application

Name of Applicant:

Name of Business:

(If you do not have one leave blank)

Phone #:

Your Address:

Type of Business to be conducted:

(crafts or food sales)

Dates selling in Stevensville: Creamery Picnic, August, 1st & 2nd, 2008

Fee: \$25.00

Make check payable to: Town of Stevensville

Mail to: Town of Stevensville
Attention Town Clerk
PO Box 30
Stevensville, MT 59870

****Once completed please send this form to the Town of Stevensville and you will receive a copy of the Business License from the town you may post or keep during the 2008 Creamery Picnic.**

All Vendors selling goods, wares and merchandise will be required by the Town of Stevensville to have a business license. If you have questions please contact Town Clerk of Stevensville at (406) 777-5271.