



# King Biscuit Blues Festival

October 4 – 7, 2023

## Food Vendor Packet

### Information:

Potential KBBF food vendors will be selected based on the following:

- Suitability of menus: Choices are balanced to offer popular selections throughout the festival
- Ability to serve a quality product in a timely manner
- Cooperation with KBBF staff and committee
- Cooperation with Health Department Staff
- Ability to absorb loss of sales due to inclement weather, KBBF is not responsible for loss of sales due to weather or other events
- Past or potential performance at the festival

Potential Food Vendors must understand:

- Social Distancing, Face Mask, Hand Sanitizers, and Covid-19 Vaccinations are **HIGHLY RECOMMENDED AND ENCOURAGED** at KBBF for **EVERYONE**
- KBBF offers no guarantee of sales
- The cost to participate in the festival is a flat fee, which includes space rental, electrical, water, operating permit and food vendor parking permit.
- Vendors need to set up starting Tuesday Oct 3<sup>th</sup> and be ready for business Wednesday Oct 4<sup>th</sup>
- Vendors are responsible for paying Arkansas State Sales Tax and current 2% Helena West Helena “Hamburger Tax”.
- Vendors may **NOT** distribute literature, coupons or other materials without prior written approval from KBBF
- There is a \$25.00 **NON-REFUNDABLE** application fee that must be sent in with the Food Vendor application in order for an application to be processed
- Vendors who has a food truck, trailer, etc. that is not ADA compliant agrees to assist disabled persons with ordering, paying, and receiving their food.
- Vendors **MUST** have Dual Check Valve Backflow Preventer as required by the Arkansas Department of Health.

### FOOD VENDOR REGULATIONS AND REQUIREMENTS

#### Hours of Operation:

The food concession shall be open for business and operated by vendor during the entire time that the King Biscuit Blues Festival is open to the public. Festival hours are:

|                            |               |
|----------------------------|---------------|
| Wednesday, October 4, 2023 | 12 pm – 10 pm |
| Thursday, October 5, 2023  | 11 am – 12 am |
| Friday, October 6, 2023    | 11 am – 12 am |
| Saturday, October 7, 2023  | 11 am – 12 am |

**Rules:**

- Vendors **MUST** follow all Covid-19 guidelines set by Arkansas Department of Health.
- Vendors **MUST** have Dual Check Valve Backflow Preventer as required by the Arkansas Department of Health.
- Vendors may accept Cash, Credit Cards, or Debit Cards for payment of it's Product/Services. Fees for use of cards are the sole responsibility of the vendor.
- KBBF is **NOT** responsible for providing cash registers or card readers for debit/credit card usage.
- Vendor must provide their own product or find their own supplier.
- If vendors plan to sell soft drinks or water, they are responsible for their own supply.
- Vendor will **NOT** be able to purchase water and soft drinks from onsite Beverage Supplier.
- Vendor will be issued a vehicle pass at time of set-up. The pass will allow entrance and exit to the festival area for restocking.
- There will be **NO** Food Vendor Meeting prior to the Festival. New vendors will be oriented during set-up.
- Vendor is solely responsible for the collection and payment of the current 2% "Hamburger Tax" to the Helena West Helena A&P Commission.
- Vendor shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas State Law.
- KBBF is not responsible for collection or payment of any taxes due to the state of Arkansas or Helena West Helena.
- Vendors may have Tip Jars.

**Premises:**

- All decisions regarding location are at the discretion of the KBBF Food Committee.
- **VENDOR** must supply his or her own tables and chairs, if needed.
- **VENDOR** shall provide adequate trash bags and leave bags outside its premises on the street each night for pickup.  
Vendors are **NOT** to use trash receptacles provided by the City.
- **VENDOR** must supply white water hose.
- **VENDOR** must take steps to adequately store or refrigerate foods. KBBF will not be responsible for food spoilage due to weather conditions.
- **VENDOR** must supply an electrical/grease fire extinguisher that has a current certification.
- Premises should be left in as good condition as the vendor found them; this includes picking up trash at and around vendor area. Grease is to be disposed of by the **VENDOR** offsite no dumping.
- All trucks, trailers, tents and vendor equipment must be off festival site by 10:00 a.m. Sunday October 8<sup>th</sup>, so City may begin clean up of street.

**Restocking:**

No vendor vehicles may be on Cherry Street once the festival gates have opened each day.

Automobiles will be allowed back on-site after midnight Saturday, October 7, 2023. **NO EXCEPTION.** Vendors may restock during the designated time period, Thursday 7:00 a.m.-10:00 am, Friday 7:00 a.m.-10:00 a.m. and Saturday 7:00 a.m.-10:00 a.m. Drivers must show Food Vendor Pass to security at barriers. Vendors must drive very slowly. If possible, restocking should be done without an automobile entering the site.

**Permits:**

Concession Operator will be provided an official KBBF permit showing that you have been contracted to sell your product at the Festival. This must be displayed in a prominent position for the duration of the Festival along with the Health Department permit. Vendors who do not have the official permits displayed will be asked to cease all business until permits are obtained. If vendor fails to comply, the concession will be removed from the festival grounds.

**Insurance Required:**

Proof of comprehensive general liability insurance in an amount no less than \$1,000,000.00, listing the King Biscuit Blues Festival as an additional insured is required and proof of such must be submitted along with all fees and forms by August 24, 2023. Vendors who cannot show proof of insurance will not be allowed to participate at the festival.

**Indemnification (Attachment C):**

The Vendor agrees to indemnify and hold harmless King Biscuit Blues Festival, the City of Helena-West Helena, and any KBBF sponsors, director, agents or other vendors against loss resulting from an activity of the vendor during the festival. Vendors need to also be sure to sign and return the indemnification agreement (Attachment C) by August 24, 2023.

**Termination Rights:**

KBBF through the festival director or designee reserves the right to terminate the operation of the vendor at any time during the festival for any of the following reasons:

- A. The food is not of the highest quality
- B. A professional manner is not maintained by the vendor and its employees
- C. Vendor or its employees violates any provision of the Health Department
- D. Vendor or its employees commits any act detrimental to the purpose of the festival
- E. Vendor or its employees fails to cooperate with event management staff
- F. Vendor or its employees sells any food product that is not approved by Food Vendor Committee
- G. Vendor or its employees sells any food product at a rate other than approved rate
- H. Vendor or its employees disregards any of the Festival Regulations and Requirements

**\*Menu Selection:**

Only the menu items listed on Attachment A may be served at your booth during the festival. These products may be sold only according to the price listed on Attachment A. No changes may be made without prior consent of the Festival Director or Food Vendor Committee. This also includes price changes.

1. To insure variety the Food Vendor Committee must approve all menus and menu changes or substitutions.
2. Proposed menu and prices should be submitted with application.
3. FINAL menu and prices to be submitted with contract upon acceptance.
4. Only food pre-approved by KBBF may be sold.
5. NO price changes after the contract has been signed.
6. Please list all food items that you have the ability and willingness to prepare. KBBF will make choices from your menu list.
7. Menu Pricing must be in \$1.00 increments.

*\*Please see attachment A*

**Food Preparation:**

HEALTH DEPARTMENT REQUIRMENTS WILL BE STRICTLY ENFORCED! Please visit <http://www.healthy.arkansas.gov/aboutadh/rulesregs/foodserviceestablishmentsnew.pdf> for complete guidelines.

KBBF IS NOT RESPONSIBLE for any food vendor negligence or non-compliance with guidelines. For more detailed guidelines contact the Arkansas Department of Health.

**Electrical:**

Please be very specific on the application regarding all of your electrical needs. Please do not put "SAME AS LAST YEAR" on this application. We need to know everything that you want to bring that will require an electrical hook-up.

1. Vendor must detail specifically on Attachment E every item that will require electricity and the maximum amperage of each item. KBBF will not be responsible for providing more amps than requested in Attachment E and on the Contract, if selected. If more amps are required, KBBF will charge an additional fee.
2. VENDOR MUST SUPPLY OWN EXTENSION CORDS.
3. KBBF electricians will not be responsible for getting your panel board to specification or for providing the hardware/plug for you to use the Festival provided board. NO EXCEPTIONS! If your set-up requires more than 50 amps, you will be required to provide the adequate cord. PLEASE COME PREPARED.
4. In the event of a power failure, vendors are responsible for securing dry ice to keep foods cooled and for compliance with all Health Department and KBBF guidelines.

**Water:**

Vendor **MUST** be equipped with Dual Check Valve Backflow Preventer in accordance with the Arkansas Department of Health.

**Cost, Taxes and Payment:**

In exchange for the opportunity to sell food during the King Biscuit Blues Festival, the vendor shall pay as follows:

- Rental space dependent on location (electrical and water fees now included with space fee)  
100 Block - \$2,000  
200 Block - \$1,500  
300 Block - \$1,000  
\*All food vendor fees are a Flat Rate.
- Vendor is NOT required to pay a commission to KBBF.
- Vendor agrees to pay the current 2% Hamburger Tax to the A&P Commission. Forms will be given at the time of set-up.
- Vendor agrees to pay the State of Arkansas all required Sales Tax. Forms will be given at the time of set-up.

**IMPORTANT DATES**

- August 1<sup>st</sup>:** Food Vendor Application, Attachments and application fee (\$25) are due.
- August 7<sup>th</sup>:** Acceptance letters will be sent out.
- August 24<sup>th</sup>:** Deadline for all remaining paperwork and 50% of fees.
- September 26<sup>th</sup>:** Remaining 50% of fee is due.
- October 3 & 4:** Start Set-up Schedule 100 block vendors Tuesday morning.  
200 & 300 block vendors Tuesday afternoon/Wednesday morning.
- October 4 - 7<sup>th</sup>:** 36<sup>th</sup> Anniversary King Biscuit Blues Festival

# King Biscuit Blues Festival

P.O. Box 118

Helena, AR 72342

Phone/Fax: (870) 572-5223

Email: [Operations@KingBiscuitFestival.com](mailto:Operations@KingBiscuitFestival.com)

## APPLICATION FOR FOOD VENDORS

Please return application, with ALL attachments and a (non-refundable) \$25.00 deposit to KBBF by August 1, 2023.

Organization/Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_

Business: ( ) \_\_\_\_\_

Cell: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Alternate contact number & name ( ) \_\_\_\_\_

\_\_\_\_\_

### PREFERRED PLACEMENT SELECTION:

These location fees include electrical, water and permit fees. Please specify first, second, or third choice:

|       |                         |            |
|-------|-------------------------|------------|
| _____ | 100 Block/ Main Stage   | \$2,000.00 |
| _____ | 200 Block/ High Traffic | \$1,500.00 |
| _____ | 300 Block/ Med. Traffic | \$1,000.00 |

Attachment A

**MENU and PRICES**

King Biscuit Blues Festival is always seeking a variety of food choices to be offered to our festivalgoers. Please list all food items that you have the ability to prepare. This list will factor into our selection process.

Prices must be in increments of \$1.00. You, the vendor, must provide all signage and menu boards. KBBF reserves the right to remove any signage for any reason including, but not limited to, the following: Signs deemed inappropriate or that impede traffic.

| MENU ITEM | PRICE    |
|-----------|----------|
| 1. _____  | \$ _____ |
| 2. _____  | \$ _____ |
| 3. _____  | \$ _____ |
| 4. _____  | \$ _____ |
| 5. _____  | \$ _____ |
| 6. _____  | \$ _____ |
| 7. _____  | \$ _____ |
| 8. _____  | \$ _____ |
| 9. _____  | \$ _____ |
| 2. _____  | \$ _____ |
| 3. _____  | \$ _____ |
| 4. _____  | \$ _____ |

Vendor SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

KBBF Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment B

**ACKNOWLEDGEMENT OF RECEIPT OF ALL VENDOR RULE AND REGULATIONS**

A signed copy of this form must be returned to the King Biscuit Blues Festival with your application and any attachments, acknowledging you have received and read all information and agrees to abide by all items therein. Failure to return a signed copy of this form or any required signature form can and will result in your application being denied.

**SUBLETTING:** No vendor may sublet his or her space or any part of it without prior approval of the KBBF Director.

**FINE PRINT:** KBBF officials maintain the right to remove any vendor that is in violation of the policies, terms and conditions, or rules and regulations of the KBBF. This includes, but is not limited to, laws of Helena, Arkansas and conduct of vendor's representatives prior to and during the event.

**PRINT NAME:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



## INDEMNIFICATION AGREEMENT

The vendor indicated below agrees to indemnify, defend, protect, and hold harmless King Biscuit Blues Festival and Sonny Boy Blues Society, and their respective officers, directors, agents, members, associates and employees against any loss, damage, fine, penalty, claim(s) or other liability arising from the vendors' participation in the KBBF.

This Release, Indemnification, Hold Harmless Agreement shall be and is construed as broadly and inclusively as is permitted by relevant federal law. If any portion of this document is held invalid, the balance shall continue in full force and effect.

**PLEASE PRINT:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by:

KBBF Director (or designee): \_\_\_\_\_ Date: \_\_\_\_\_

### SET-UP REQUIREMENT

Please check below what type of space you are requesting, a tent and size needed, a food truck space and size needed, a trailer and size needed (including tongue), a cart with size and if you are requesting an outside area for prep or extra storage. You will be required to pay for extra outside space. Tent rental fees plus tax will be due with application.

|                           |                            |                            |
|---------------------------|----------------------------|----------------------------|
| Tent Rental: (Select one) | Non Applicable _____       | 10'x10'tent (\$150) _____  |
|                           | 10'x20' tent (\$250) _____ | 10'x30' tent (\$400) _____ |

Food Truck Space: \_\_\_\_\_

Trailer Space: \_\_\_\_\_

Length of Concession Trailer (With Tongue): \_\_\_\_\_

Cart Space: \_\_\_\_\_

Size of Cart: \_\_\_\_\_

Please remember whatever you choose, you will be required to stay within that space.

Extra outside space: \_\_\_\_\_

Number of Additional Feet: \_\_\_\_\_

Describe how the additional space will be used:

Other:

Water Required:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

References:

Please list 3 References (State Fairs, Festivals, Restaurants, etc.)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## VENDOR ELECTRICAL INFORMATION FORM

Name of Vendor: \_\_\_\_\_

Time of Arrival and Connection: \_\_\_\_\_ Date: \_\_\_\_\_

Time of Disconnection: \_\_\_\_\_ Date: \_\_\_\_\_

Number of Outlets Needed: \_\_\_\_\_

Type of Power Voltage Required:

120 Volts 3 Wire: \_\_\_\_\_ (must have ground)

220 Volts 3 Wire: \_\_\_\_\_ (Does not have 120 Volts)

220 Volts 4 Wire: \_\_\_\_\_ (Does not have 120 Volts)

Power Load Required: \_\_\_\_\_ amps \_\_\_\_\_ amps \_\_\_\_\_ amps

Size of wire/cord to Equipment: \_\_\_\_\_

Feed wire hard wired to breaker: \_\_\_\_\_ feed wire has attachment plug

Ratings of cord to equipment required less than 100 feet

100 amps - #2 Soow rubber cord

70 amps - #4 Soow rubber cord

50 amps - #6 Soow rubber cord

40 amps - #8 Soow rubber cord

All other #10 rubber cord or weatherproof ext. cords.

If cords are spliced, they must be weatherproof to National Electrical Code Requirements.

Plug Nema Rating (found on face of plug, ex. L14-50p) \_\_\_\_\_

- Must bring your own power strip and cord. Festival will not provide electrical cords.
- Hazardous or dangerous conditions will not be connected.

## PAYMENT INFORMATION

If accepted as a food vendor at KBBF 2023, I understand the following:

- 50% of payment must be sent with finalized and signed attachments by August 24, 2023.
- Proof of Commercial General Liability Insurance will be required no later than August 24, 2023.
- Remaining 50% of fee is due by September 26. (unless previous arrangements have been made with the Chairman and approved by KBBF Operations.)
- There will be a \$35.00 charge each time a check is returned.
- Credit Card payments for Vendor Fees are accepted by contacting the KBBF Office at 870-572-5223.

Make check or money order payable to and mail all forms to:

King Biscuit Blues Festival

P.O. Box 118

Helena, AR 72342

Phone/Fax: (870) 572-5223

Email: [operations@kingbiscuitfestival.com](mailto:operations@kingbiscuitfestival.com)

This application is not a binding contract to KBBF. Your signature below indicates that you have read all information in this packet, that you will adhere to all guidelines and that if your application is accepted you will follow and adhere to all KBBF rules set forth.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_