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## Food Truck/Food Booth Days Pilot Program

# FOOD VENDOR APPLICATION & CONTRACT

Bennett Valley Golf Course  
3330 Yulupa Avenue, Santa Rosa, CA  
2021 Winter and Spring Months: Fridays, Saturdays, Sundays, 11am-3:30pm

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Name of Business: \_\_\_\_\_

Owner/Manager: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Specific Items/Service to be sold & price range (or attach current menu): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you have current permits, please attach copies and submit with application. The following is required for participation in this event:

- \_\_\_\_\_ Temporary Food facility Permit issued by the County of Sonoma Department of Health Services
- \_\_\_\_\_ Santa Rosa Tax Certificate (Business License)
- \_\_\_\_\_ CA Sellers Permit
- \_\_\_\_\_ Propane Use Permit (if you will be using propane)
- \_\_\_\_\_ A photograph or diagram of your booth/truck design

*\* A certificate of CGL insurance (\$1 million) naming the City of Santa Rosa, its officers, agents, employees and volunteers as additional insureds will be required if application is approved.*

**The Bennett Valley Golf Course Food Truck/Food Booth Days is a "Pilot" program during the months of Winter and Spring in the year of 2021. Food Truck and Booth Operators will adhere to the rules and guidelines described below.**

### Contract

This application and contract properly executed by Vendor shall, upon written acceptance and notification by the City of Santa Rosa, constitute a valid and binding contract between Vendor and the City of Santa Rosa ("City").

### Applications

All applicants are required to fill out and sign this Vendor Application/Contract. The City reserves the right to reject any Vendor applications, including applications that do not meet the standards set for the Event.

### Cancellation Policy

City must receive any written request for contract cancellation from Vendor at least one week prior to the event date selected. Upon the timely request for cancellation, Vendor will be considered for returning to the event site.

### Assignment of Booth Space

Vendor space will be assigned by City. Vendor product and furnishings may not encroach beyond Vendor's assigned space.

### Health Permit

Vendor shall obtain and hold a Temporary Food Facilities

Permit ("Permit") from the County of Sonoma Department of Health Services ("County") for the Event. A separate Permit is required for each booth location and must be posted at each location. All County food booth and sanitary requirements shall be followed. For County requirements see, <https://sonomacounty.ca.gov/Health/Environmental-Health/Food-Program/Mobile-Food-Facilities/>. Vendor will not be allowed to open its booth until the City has determined it has complied with the requirements of this section.

#### **Vending**

All Vendor sales are limited to the items identified on the approved Vendor application. The City reserves the right to limit the sale of items which may duplicate other Vendors. Vendor may not sell any alcoholic beverages in any form except upon the written consent of City. Vendor shall provide its own portable wastewater removal system. Sewage hookups are not available. Any Vendor using any type of heat generating appliance is required to have a fire extinguisher at the location of the appliance. Vendor shall keep its sales area clear of empty boxes and trash. Storage or work areas behind booths must be kept orderly and in some cases shall be enclosed.

#### **Electrical**

Vendor is responsible for providing its own power, power surge protection and UL listed extension cords. The City is not responsible for damage resulting from power surges. Vendor is not allowed to share electricity with other Vendors.

#### **Restriction of Use**

Vendor shall not sublet, assign or share any part of its assigned space without the written consent of City. Materials or literature may not be sold or distributed outside of Vendor's space and must pertain to Vendor's organization only. The collection or solicitation of donations is prohibited.

#### **Sales Tax**

Vendor must be registered with the State of California Board of Equalization. The payment of sales tax is the responsibility of Vendor. A copy of Vendor's State of California, State Board of Equalization Seller's Permit must be included with Vendor's application.

#### **Set Up**

Food Truck set up (load-in) time is between 10am and 11am on the day of the event.

#### **Operating Hours**

The Event vending schedule is 11am-3:30pm. Food

Trucks/Food Booths should be open and staffed during these hours.

#### **Tear Down**

Vendor may begin manual load-out after 3 : 3 0 p m on the day of the Event. Vehicles will be allowed to use loading zones in the parking lot. Vendor **MUST** dispose of all trash in proper trash bins prior to departure. All Vendor product and furnishings must be removed from the Event grounds by 5pm.

#### **Security**

The City will not be responsible for the loss, theft or damage of any property.

#### **Insurance**

Vendor shall obtain its own insurance coverage for the duration this opportunity. Vendor shall obtain Commercial General Liability insurance coverage in the amount of \$1 million on a per occurrence basis. The policy is to contain or be endorsed to contain the following provision: "The City of Santa Rosa, and its officers, agents, employees and volunteers are to be covered as additional insureds with respect to liability arising out of [Vendor's name] operations during the Event." Vendor's insurance is to be primary. All Vendor employees must be covered by Workers' Compensation insurance as required by the State of California. Insurance certificates and necessary endorsements must be received by the City at least 5 days prior to the first time appearing at this opportunity. For more information, go to: <https://srcity.org/922/Special-Event-Permit>.

#### **Hold Harmless**

Vendor agrees to defend and hold harmless the City of Santa Rosa, and its officers, agents and employees, from and against any injury, damages, claims, actions or suit arising out of the Event, including those caused by the negligence of the parties being indemnified and/or any dangerous conditions of property of the parties being indemnified, and further agrees to defend and indemnify the City of Santa Rosa from and against any injury, damages, claims, actions or suits arising out of, or connected with, Vendor's participation in the Event.

#### **Compliance with all Laws**

Vendor agrees to abide by all applicable laws, ordinances, and regulations pertaining to health, fire prevention, and public safety.

**BY SIGNING THIS APPLICATION AND CONTRACT, VENDOR AGREES THAT IT WILL PARTICIPATE IN THE FOOD TRUCK/BOOTH PILOT PROGRAM, IF SELECTED, AND WILL COMPLY WITH ALL TERMS HEREIN.**

Name and title (please print): \_\_\_\_\_ Date: \_\_\_\_\_

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

Name and title (please print): \_\_\_\_\_ Date: \_\_\_\_\_

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

**Please return the completed application and fees to:**

**Rafael Rivero**  
**City of Santa Rosa**  
**Economic Development Division**  
**100 Santa Rosa Avenue, Room 3**  
**Santa Rosa, CA 95404 OR**  
[rrivero@srcity.org](mailto:rrivero@srcity.org)