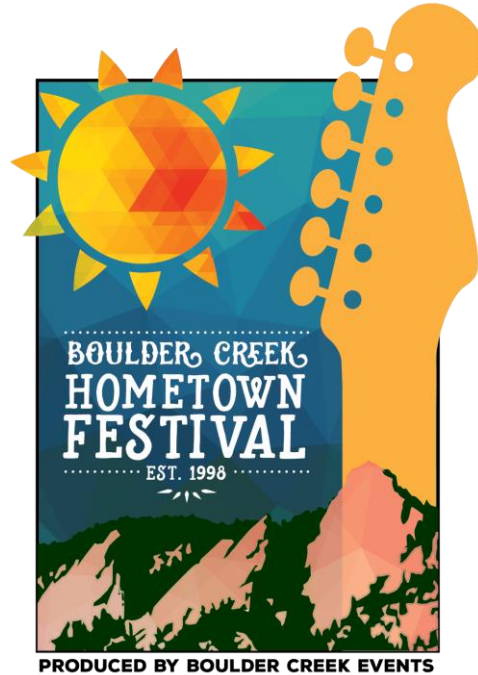


23rd Annual Boulder Creek Hometown Festival **FOOD VENDOR APPLICATION**

• **NEW DATES!** • August 20 & 21, 2022



Boulder Creek Events is proud to announce the return of the Boulder Creek Hometown Festival during a **NEW** weekend in 2022! Featuring arts & crafts exhibitors, craft beer garden & food court, live performances at the Bandshell, The Great Zucchini Race, LETR StarLite Classic Car & Motorcycle Show, and more, it's a great time to come out and be a part of one of Boulder County's longest-running and most popular events!

Event Dates & Times

Friday, August 19:	5:00 p.m. – 9:00 p.m.
Saturday, August 20:	10:00 a.m. – 9:00 p.m.
Monday, August 21:	10:00 a.m. – 7:00 p.m.

Food Vendor Information

Hometown Fest has one food court located on the corner of 13th Street and Canyon Blvd., next to the Bandshell Stage. Both 110 and 220 electricity is available in this area. Vendors who are cooking will be allowed to set up within a 10' x 20' space. Vendors must provide their own tables, chairs, and canopies/tents. Due to limited space at this event, concessions trailers/trucks may not be permitted.

Fees

Non-Refundable Processing Fee	= \$50
Food Vendor Fee (10' front x 20' deep)	= \$950
Health Department Fee	= \$50
Refundable Cleaning Deposit	= \$250
Refundable Commission Deposit	= \$500

Electricity

- 110 volts up to 2000 watts ([2] 120V 20A circuits) = \$125
 - Additional circuits **add \$75/per circuit**
Example: 110V with 3 circuits = \$200
110V with 4 circuits = \$275
- 220 volts up to 4000 watts (240V 20A circuit) = \$250
 - Additional circuits **add \$150/per circuit**
Example: 220V with 2 circuits = \$400
220V with 3 circuits = \$550

Commission

Food Vendors will be required to pay **7% of gross proceeds** commission to BCE after the event. Envelopes will be distributed during the event; payment is due by no later than **September 2, 2022**.

BCE requires a refundable commission deposit of **\$500** which must be paid on a **separate** check and must be accompanied by a **self-addressed stamped envelope (SASE)**. This deposit will be returned to you by **9/2/22** provided that we have received your **7%** check by this time. If BCE has **NOT** received your appropriate commission deposit check by the deadline, the \$500 deposit check will be deposited. The refundable cleaning deposit must be paid on a **separate** check and must be accompanied by a **SASE**. This deposit will be returned to you after BCE staff have completed the festival clean up, provided that your booth space is left clean, all trash has been removed, grease spots are gone, etc.

All fees, except the cleaning deposit and percentage deposit, will be deposited upon receipt of application. The percentage deposit will be returned (via your SASE) or credited back to you after the **9/2/22** deadline, provided that the correct **7%** commission is received.

Menus

On the application, list all the items you plan to serve. Please note the following:

- All menu items are subject to review and acceptance.
- Food vendors are NOT permitted to serve beverages of any kind (soda, water, lemonade, etc.) without permission from BCE.

Health Department

You must submit the online Boulder County Public Health (BCPH) "Food Vendor Application" to BCPH and provide a copy of application to the BCE office along with your food vendor application. All food vendors need to have a current food service license issued to you from the State of Colorado. **Please include a copy of your license with your application.** If you do not have an in-state license, you may obtain one from BCPH. If you have any questions about the regulations, or if you need to obtain a license, call BCPH at (303) 441-1564. BCPH will conduct inspections on-site. BCPH Food Vendor Application Link:

<https://bouldercounty.wufoo.com/forms/w1j8ki9f04clumb/>

Fire Department

There is to be no cooking under any tent or canopy, and all cooking and heating equipment must be at least 10' away from any combustible materials. All food vendors need to supply their own dry-chemical-type portable fire extinguisher, having a rating no less than 40-B. Portable LP-gas containers, piping, hoses, valves and fittings shall be protected to prevent tampering or damage. Compressed gas tanks must be secured in an upright manner, away from tents and canopies and are not to be secured to tent poles or trees. Because of limited space, refueling trucks will not be permitted on event grounds. The Boulder Fire Dept. will be making inspections before the start of the event.

City of Boulder Sales Tax

ALL vendors at Hometown Fest are required to either have a Boulder Business License OR register online prior to submitting a vendor application to BCE.

Any Boulder-based businesses should already have a City of Boulder business license and are required by the City to include this number with your application. However, for any out-of-town vendors, you can now register specifically for Hometown Fest online and then file a one-time return after the event without having to worry about maintaining a Boulder business license:

[https://boulderonlinetax.gentaxcpc.net/TAP/ /](https://boulderonlinetax.gentaxcpc.net/TAP/)

A PDF with detailed instructions for how to register and file for special events is available upon request from BCE. Questions may be directed to the City of Boulder Sales & Use Tax Department: 303-441-3051 or salestax@bouldercolorado.gov

Zero Waste

BCE is working towards making the HF a Zero Waste Event. We will be in touch with each vendor individually prior to the event regarding policies implemented to assist “the pursuit of Zero Waste as a long-term goal in order to eliminate waste and pollution in the manufacture, use, storage, and recycling of materials,” as listed in the City of Boulder’s [Zero Waste Resolution](#) adopted by the Boulder City Council in April 2006. Our goal is to greatly minimize the amount of non-recyclable, non-compostable supplies used by all our vendors at the HF. You will be required to have zero waste materials at the event. For more information, please refer to page 14.

Electricity

Power is available for an additional fee and will be provided **only** to those vendors who have paid for electricity in advance. **NOTE:** In the past, we have experienced problems with vendors who have used more power than they initially requested. This causes breakers to trip and causes many other problems and delays that we would like to avoid! To help ensure a smoother and safer event for everyone, in the space provided on your application, please give a detailed description of all equipment and devices you are planning to plug in. Please also note that **every vendor is responsible for covering all cables and wires in his or her booth by using wire mats or cord covers** - any cables or wires running into your booth space **MUST** be covered at all times! Extension cords, splitters, etc. will **NOT** be provided. Please plan on bringing a minimum of **200ft of extension cords** to the event and make sure that you have come prepared with power strips, or any additional equipment you may require.

We recommend that you bring **two 100ft. 12 gauge outdoor rated extension cords.**

Insurance

ALL food vendors must submit a certificate of insurance naming Boulder Creek Events and the City of Boulder as additionally insured. **Please include your certificate of insurance with your application!** **NOTE:** under the section “Description of Operations” please include this wording: *Boulder Creek Events and the City of Boulder are additionally insured with respect to General Liability.* Also under the section “Certificate Holder” please include this address: *City of Boulder, 3198 N. Broadway, Boulder 80304*

Sample certificate of insurance on the next page!

Business' Insurance Broker

Sample Certificate of Insurance

ACORD <small>PRODUCER</small>		CERTIFICATE OF LIABILITY INSURANCE			Date (mm/dd/yy) 08/01/00	
Agency Manager, Inc. 2500 Bond Street University Park, IL 60466		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Phone No. 800-999-5368		COMPANIES AFFORDING COVERAGE				
INSURED Valet Business		COMPANY A Blue Sky Insurance				
123 Main Street		COMPANY B				
San Francisco CA 45678		COMPANY C				
		COMPANY D				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	UNITS	
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL <small>CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</small>		123456789	01/01/16	01/01/17	GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS-COMP/OP AGG	\$ 1,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any One Person)	\$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	ANY AUTO				BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	SCHEDULED AUTOS					
	HIRED AUTO					
	NON-OWNED AUTOS					
	GARAGE LIABILITY	SAMPLE	ONLY		AUTO ONLY -EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
	EXCESS LIABILITY					
	UMBRELLA FORM					
	OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	
					OTHER	
					EACH OCCURENCE	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE - EA EMPLOYEE	\$
DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
The City of Boulder is named as additionally insured as respects General Liability and Automobile Liability.						
A waiver of Subrogation in favor of the City of Boulder applies to Workers Compensation						
CERTIFICATE HOLDER				CANCELLATION		
City of Boulder 3198 N. Broadway Boulder, CO 80304				SHOULD ANY OF THE ABOVE DESCRIBED PLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		
ACORD 25-S (1/95)				ACCORD CORPORATION 1998		

Name of Insured (it should match the name as written on application)

Claims Made or Modified Occurrence is not acceptable

This section should reference the event and date of event

Current dates are required

Total CGL amount should be \$1mill

Signed by the Broker or Insurance Company only

2022 Boulder Creek Hometown Festival Food Vendor Application

Applicant Name: _____

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Cell Phone: _____

Fax Number: _____ E-mail: _____

Please select one:

My Boulder Business License Number is: _____

I do not have a Boulder Business License but I have registered with the Online Tax System and my Special Event License Number is _____

To pay by credit card (Visa, MC, Discover, AMEX) \$ _____
Amount to Charge

_____|_____|_____
Credit Card Number *Expiration Date* *CCV #*

Requested Menu Items:

Prices:

****No Beverages****

2022 Boulder Creek Hometown Festival Food Vendor Agreement

Boulder Creek Events (BCE) believes in equal opportunities for all vendors and we will actively seek fair evaluation of all applications. We do not allow personal beliefs to conflict with application consideration. In selecting participants, criteria may include menu items, past history, the promptness of application arrival, and event area accommodations. BCE reserves the right to deny acceptance of any applicant if past experience or other factors warrant exclusion.

As a participant of the 2022 Boulder Creek Hometown Festival (HF), I fully understand and agree to the following:

I recognize and acknowledge that I assume full risk of any injury, property damage or loss which I may sustain as a result of my participation in any and all activities connected with or associated with my participation in the HF. Furthermore, I understand that I should carry my own insurance and that I store my products and equipment overnight at my own risk.

I agree to waive and relinquish all claims I may have against BCE, the City of Boulder, and all associated sponsors and staff of the HF and agents thereof from any and all claims other parties may have resulting from injuries, damage, or loss caused by, arising out of, connected with, or in any way associated with the activities of the HF.

I agree to provide a specified list of all menu items I plan to sell, and I acknowledge that I may not be permitted to sell each of the items I submit. I understand that I must comply with all Boulder County Public Health Department (BCPH) regulations pertaining to food sales at special events. I understand that failure to comply with BCPH regulations may result in being asked to leave the Hometown Festival, forfeiting all fees. I understand that I must comply with all City of Boulder regulations pertaining to mobile food units at special events. I understand that failure to comply with the City of Boulder regulations may result in being asked to leave the HF, forfeiting all fees. I agree that I am responsible for the transportation, insurance, and sale of my products. I also understand that I am responsible for obtaining both a City of Boulder and State of Colorado Sales Tax License and collecting and reporting sales tax on all transactions made during the HF.

I agree to pay 7% of my gross proceeds to BCE by no later than Sept. 2, 2022. I understand that the Refundable Commission Deposit will be charged or cashed if appropriate percentage is not received at the BCE office by Sept. 2, 2022.

Any vendor and any accompanying parties attending the BCHF acknowledges and understands that, if infected with COVID-19, they may infect others that they may subsequently come in contact with, even if they are not experiencing or displaying any symptoms of illness, and that the risk of exposure to others remains at all times. Accordingly, you agree that neither you nor any minor or accompanying party will attend the event if within 14 days preceding the event you/they have: tested positive or presumptively positive for COVID-19 or been identified as a potential carrier of COVID-19 or other communicable disease; experienced any symptoms commonly associated with COVID-19 or other communicable disease; been in direct contact with or the immediate vicinity of any person who is confirmed or suspected of being infected with COVID-19 or other communicable disease.

I understand that all cancellations must be made in writing and must be postmarked, emailed, or faxed by no later than Aug. 5, 2022. I understand that, in the very unlikely event of BCHF cancellation due to weather, COVID-19, and/or other unforeseen issues, exhibitor fees will not be refunded but may be rolled over to the next year's event. I agree to be present for all three days of the BCHF: 8/19/22 – 8/21/22. I agree that if I have not arrived and set up by 3pm on Friday, Aug. 19, or if I leave the BCHF early, I forfeit my booth space and all fees. If I intend to be late on any of the three days, I must acknowledge this to BCE or I may forfeit my booth space. I agree that all demonstrations and exhibits may be photographed for publicity purposes.

I understand and agree to abide by the rules of this agreement.

Applicant Signature: _____ Date: _____

Electrical/Fire Safety Worksheet

In order to ensure that everyone has access to the electricity they need, please complete the following information. If you bring equipment that is not listed, we may not be able to accommodate your requirements.

Do you need electricity in your booth space?	Yes	No
Do you need electricity overnight?	Yes	No
Are you bringing your own generator?	Yes	No

If yes, please describe:

How much electricity do you need? How many circuits do you need?

- 110 volts up to 2000 watts (2 circuits) = **\$125**
 - Each additional 110V circuit add \$75 # of circuits _____
 - Example: 3 total circuits would cost \$200
- 220 volts up to 4000 watts (1 circuit) = **\$250**
 - Each additional 220V circuit add \$150 # of circuits _____
 - Example: 2 total circuits would cost \$400

Please list all the equipment and required AMPS & VOLTS you will be plugging in:

EQUIPMENT:	VOLTS:	AMPS:

****NOTE: Please remember that BCE cannot provide extension cords to the vendors so it's important to bring at least two 100-foot 12 gauge outdoor rated 3-pronged cord.**

To expedite fire inspection, please complete the following information:

How many tanks of compressed gas are you going to bring, and where are you planning to store full tanks? How will you secure the full tanks?

Check List

Before sending your application, please make sure you have included the following:

****NO APPLICATION WILL BE ACCEPTED WITHOUT ALL PAPERWORK & FEES****

- Food Vendor Application (pg. 6)
- Food Vendor Agreement (pg. 7)
- Electrical/Fire Safety Worksheet (pg. 8)
- BCPH "Food Vendor Application" (link on pg. 3)
- Copy of State of Colorado Food Service License
- Certificate of Insurance naming "Boulder Creek Events and the City of Boulder as additionally insured with respect to General Liability" (refer to pgs. 4 & 5)
- City of Boulder and State of Colorado sales tax # (link on pg. 3)
- Zero Waste Agreement (pg. 12)
- Non-Refundable Processing Fee = \$50
- Space Fee = \$950
- Health Department Fee = \$50
- Electricity Fee (please refer to pg. 8 for detailed description of fees)
- Cleaning Deposit = \$250 (Separate Check with self-addressed stamped envelope)
- BCE Commission Deposit = \$500 (Separate Check with self-addressed stamped envelope)

Mail applications to:

Boulder Creek Hometown Festival
c/o Boulder Creek Events
P.O. Box 108
Boulder, CO 80306

Boulder Creek Events: (303) 449-3137 • Fax: (303) 604-0203
Email: meg@bce.events

Important Information for Vendors at Temporary Events

As a food vendor, you are responsible for ensuring that your operation complies with the *Colorado Retail Food Establishment Rules and Regulations*.

☐ All vendors must hold a current Colorado Retail Food License for a mobile unit or for temporary events unless the vendor is a charitable or nonprofit organization. If you do not have a license to operate at a temporary event, you will need to come to the Environmental Health office to apply and pay for a temporary event license.

*This license is required in addition to any retail food license that a vendor may hold for a permanent retail food operation.

☐ The Vendor Application for Temporary Food Events must be submitted to the event coordinator. Ask your event coordinator for their deadline to submit the Vendor Application. Event coordinators must forward the applications to Boulder County Public Health (BCPH) at least 10 working days prior to the event. Food service will not be permitted unless prior approval is granted by BCPH. Food service will be limited to those foods listed on the application and approved.

☐ All foods (including ice) must be prepared in a commercial kitchen approved by Boulder County Public Health. All foods must be pre-cut, already prepared, and ready for cooking or service when delivered to the event site. Preparation of food on-site, other than simple assembly and cooking, is prohibited.

Minimum Requirements for Application Approval

1. **Handwashing.** A handwashing station must be provided in each food booth. Service of food items will not be allowed without a proper handwashing station. All wastewater must be disposed of to the sanitary sewer system.

2. **Bare-hand contact.** Direct hand contact with ready-to-eat foods is prohibited. Serving utensils or gloves must be used to prevent bare-hand contact. Employees must wash their hands before putting on gloves and when changing gloves. Gloves do not replace the need for handwashing.

3. **Hot holding and cold holding.** Potentially hazardous foods, such as meats, poultry, fish, eggs, dairy products, sauces, cooked rice, pasta, potatoes, and beans, must be maintained at 41°F and below or 135°F and above at all times during the event. Food items may not be served if they are not at proper temperatures.

4. **Food thermometer.** An accurate food probe thermometer (0°F to 220°F range) must be used to monitor food temperatures.

5. **Transport.** Cold foods must be transported and held in approved units capable of maintaining foods at less than 41°F. Only smooth, easily cleanable, non-absorbent ice coolers or approved food-grade containers may be used for the storage of food, ice, or drinks. Containers or coolers made from Styrofoam are not approved for use.

6. **Cooling.** The cooling of foods at a temporary event is prohibited. All cooling must be done at the commissary. Foods must be rapidly cooled from 135°F to 70°F within 2 hours, then to 41°F within 4 hours. Food prepared at room temperature must be cooled to 41°F within 4 hours. Approved methods include: shallow 2-4" deep containers of food uncovered in refrigeration; ice bath stirred often; ice paddle used with ice bath or refrigeration.
7. **Dishwashing.** On-site washing in tubs/basins or 3-compartment sinks is not allowed. Extra serving utensils must be provided so that soiled utensils can be changed every four (4) hours.
8. **Produce.** All produce must either be washed at an approved commissary in a food prep sink or be received pre-washed (i.e. lemons for lemonade, potatoes for fries, or apples for caramel apples).
9. **Storage.** Food, utensils, equipment, and single-use items must be protected from dust, insects, customers, and other contamination while being transported, stored, used, and/or served. All food, paper products, and utensils must be stored at least 6" above the ground. Sneeze guards, covers, or other barriers shall be provided to protect food from customers and other sources of contamination.
10. **Wiping cloths.** Wiping cloths must be used with sanitizer solution and must be stored in the sanitizer between uses. Test kits must be provided and used. Sanitizer concentration requirements are as follows: Chlorine (bleach): 50-200 ppm / Quaternary ammonium: 200 ppm or as per label.
11. **Potable water.** Potable water must be available and used. A food-grade hose must be used when connecting to a potable water supply.
12. **Wastewater.** All liquid waste, except drainage from clean potable ice, must be stored in a properly sized retention tank and be discharged into an approved wastewater disposal system.
13. **Garbage.** Any solid waste, such as food debris or waste paper, must be collected and disposed of at an approved commercial establishment. A clean trash receptacle must be provided in the food booth.

Zero Waste Participation Agreement

Dear Food Vendor:

Thank you for your interest in participating at the 2022 Boulder Creek Hometown Festival! We are proud to announce that we are working towards making the Boulder Creek Hometown Festival a **Zero Waste event**.

The goal at a Zero Waste event is to plan ahead and only **distribute materials that are locally recyclable or compostable** (no materials that have to be landfilled). We have included guidelines with this contract, so you know which types of containers and packaging are acceptable. During the event you will be asked to remove any non-compliant materials. It is also important for you to properly sort the waste generated during your operations. For this task, you will be provided with a 3-bin Zero Waste Station to sort compost, recyclables and “back-of-house” trash.

Applicant Name: _____ Date: _____

Applicant Signature: _____ Date: _____

