



MT. LEBANON RECREATION DEPARTMENT

July 4th Celebration Vendor

900 Cedar Blvd 2nd Floor Pittsburgh, PA 15228 412.343.3409 www.mtlebanon.org

2016

APPLICATION: In person - Mt. Lebanon Recreation Department 2nd floor, Monday - Friday 8:30-5:00 pm Closed Sat/Sun Make checks payable to: Mt. Lebanon, PA, Visa, MasterCard, and Debit Cards accepted.

By Mail - Send completed form/s with check to: Mt. Lebanon Recreation Department 900 Cedar Blvd - 2nd Floor, Pittsburgh, PA 15228

Online - Register for one low convenience fee of \$2.00 per shopping cart. All you need is your MasterCard or Visa. Go to our website at www.mtlebanon.org, click the Recreation button at the bottom of the page, then Click "Register Online" in the middle of the page.

NSF CHECK POLICY: An administrative fee of \$20 will be added to each occurrence of a returned check

REFUND POLICY: Refund requests must be made a minimum of 7 days prior to event.

See www.mtlebanon.org for details

QUESTIONS: Contact the Recreation Department 412-343-3409.



JULY 4TH CELEBRATION FEES

Check the following items needed which are available on a first come first served basis

- Fee options for Non Profit Agency Booth, Business Booth, and Food/Beverage Vendor Booth with space and cost calculations.

Food/Beverage Vendors must sign the "July 4th Food Vendor Agreement 2016" and submit a certificate of general liability insurance in the amounts listed on the agreement.

- Checklist for fire safety (flames, propane, charcoal), electrical requirements, table rental, and canopy rental.

DESCRIBE YOUR PRODUCTS AND SERVICES:

If application is accepted, an agreement will be sent to you along with your vendor site number.

All applications and fees are due by Friday, June 17, 2016.

Any changes or additions must be approved by the Mt. Lebanon Recreation Department prior to the event. In the event the entire celebration is cancelled, a full refund will be provided to the vendor(s). Once the event has started, no refunds will be issued.

Form fields for contact information: PRINT CONTACT NAME, PRINT BUSINESS NAME, ADDRESS, CITY, STATE, ZIP, PRINT EMAIL, PHONE NUMBER, CELL NUMBER, BUSINESS NUMBER, and TOTAL FEE.

Thank you for your support

Vendor Signature and Date

July 4th Food Vendor Agreement 2016

Vendor Name: _____ Food or beverage items: _____

Address: _____ Phone: _____

I, _____ ("Vendor") wish to enter into an agreement with the Municipality of Mt. Lebanon ("Mt. Lebanon") to serve food and/or beverages for the July 4th Celebration conducted on July 4, 2016 in Mt. Lebanon Park, 900 Cedar Boulevard, Pittsburgh, PA 15228.

The terms of this agreement are as follows:

1. Vendor agrees to conduct him or herself in a professional manner that will reflect positively on Mt. Lebanon.
2. Set up is between 8:00 a.m. – 11:30 a.m. on July 4, 2016. Vendor must have written permission from Mt. Lebanon to set up in advance of that time.
3. **Morgan Drive will close to traffic by 11:45 a.m. Vendor will have vehicle safely parked in an approved parking area prior to this time.**
4. Vendor must stay on site until 5:00 p.m.
5. It is also agreed to that above Vendor will remunerate Mt. Lebanon for said service _____ with a check made payable to: MT. LEBANON, PA, VISA OR MASTERCARD.
6. Payment will be made to Mt. Lebanon a minimum of 2 weeks prior to the event.
7. In the event Mt. Lebanon cancels the event prior to the start, a full refund will be issued. Once the event has started no refunds will be issued.
8. Vendor will be held responsible for any damages done to municipal property caused by its operation.
9. Vendor agrees all concession areas are to be kept clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations.
10. All food, drinks, beverages, confections and refreshments sold or kept for sale shall be first quality, wholesome and pure and shall, at the time of sale to the ultimate consumer thereof, conform in all respects to federal, state and municipal food and other laws, ordinances and regulations. No adulterated or misbranded items may be sold. All items are to be stored and handled with due regard for sanitation.
11. Vendor agrees to conform to cooking and propane requirements. A propane operational permit is required for the use and storage of propane. Propane cylinders must be upright and secured to prevent movement and falls. An ABC fire extinguisher must be present, and a minimum size of 2A. Grills and cooking equipment may not be used under the tent, with the following exceptions: food warming devices are allowed to be used under the tent, cooking devices that do not use an open flame may be used under the tent if the tent is a commercial grade tent that has been treated to be fire retardant, and the tent must have a current label stating treated as fire retardant. Vendor must follow safe cooking practices, and follow the manufacturer's recommendations when using cooking equipment.
12. Vendors requiring electricity must provide a detailed description of electrical needs in advance, and have written approval from Mt. Lebanon for the same. Vendors must provide their own extension cords.
13. Vendor is an independent contractor and recognizes that he or she is not an employee of Mt. Lebanon and as such is not covered under the Municipality's liability or workers compensation insurance.
14. It is further understood that any income taxes, social security, unemployment, or other taxes incurred as a result of services provided by the Vendor at the event are the sole obligation of Vendor and that Mt. Lebanon will have no financial obligations as a result of this association.
15. Vendor understands and agrees that he or she is not permitted to sell other items not listed on the agreement without the written consent of Mt. Lebanon.
16. This agreement will be in effect on July 4, 2016, but may be terminated by either party with 30 days written notice.
17. Prior approval by Mt. Lebanon is required before the use of any sub-contractors for the services to be provided.
18. Vendor agrees to and hereby remises, releases and forever discharges the Municipality of Mt. Lebanon, its elected officials, officers and employees, heirs, executors, administrators or personal representatives ("Released Parties") of and from any and all manner of actions, causes of action, suits, proceedings, promises, contracts, trespasses,

damages, judgments, executions, claims, and demands whatsoever in law or equity, which against the Municipality of Mt. Lebanon and the other Released Parties hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever relating to this Agreement. And in further consideration, Vendor agrees to indemnify and hold harmless the Municipality of Mt. Lebanon, and the other Released Parties, from and against any and all manner of actions, causes of action, suits, proceedings, promises, contracts, trespasses, damages, judgments, executions, claims, and demands whatsoever in law or equity, including all legal fees and expenses and including, but without limitation of the foregoing, claims for personal injury and death, which may be brought against the Municipality of Mt. Lebanon, or the other Released Parties, by any person or persons or their heirs, executors, administrators, or personal representatives for or by reason of any matter, cause, or thing whatsoever relating to the Agreement.

19. Vendor shall provide certificate of general liability insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming Mt. Lebanon, PA as additional insured. If the Vendor has employees, it will provide proof of Workers Compensation Insurance.
20. Vendor understands and agrees that if he or she violates this agreement in any material way, Mt. Lebanon may terminate this agreement without notice.

Please sign below to indicate your agreement with the terms and conditions outlined above.

Keith McGill
Municipal Manager
Municipality of Mt. Lebanon

Vendor Signature

Date: _____

Date: _____

Attest: _____
Municipality of Mt. Lebanon

Attest: _____