



## 2024 SPECIAL EVENT VENDING APPLICATION (FOOD)

*\*This is an APPLICATION – you will receive a written notice that you have been approved or denied to vend. Upon approval, your vending space on Old Falls Street will be assigned to you by the managers and you will be provided with an invoice for payment.*

**\*\*New for 2024 --- You will be ineligible if you do not have a food truck or cart as part of your set-up. Old Falls Street is no longer accepting pop-up tents to vend food out of.**

### AVAILABLE VENDING DATES:

*Fees:                    \$250 each festival day  
                             \$150 each Friday Night Concert date selected*

*Location:            Old Falls Street --- location between Rainbow Blvd. and 1<sup>st</sup> Street*

*\*If accepted, Old Falls Street must be notified in advance if vendors will not be able to make committed dates. All vendors are required to vend for the entire allotted time. It is preferred that vendors commit to entire event where applicable, and discount of fees may be applied if you do so.*

### Please Select All Dates that you would like to be a Special Event Food Vendor at:

#### *Memorial Day Weekend Street Festival*

- Friday, May 24:    5:00p – 10:00p**
- Saturday, May 25: 12:00p – 10:00p**
- Sunday, May 26:   12:00p – 10:00p**
- Monday, May 27:   12:00p – 6:00p**

#### *4<sup>th</sup> of July Weekend Street Festival*

- Thursday, July 4:   12:00p – 10:00p**
- Friday, July 5:       12:00p – 10:00p**
- Saturday, July 6:   12:00p – 10:00p**
- Sunday, July 7:     12:00p – 6:00p**

### ***Labor Day Weekend Food Event***

- Friday, August 30: 5:00p – 10:00p**
- Saturday, August 31: 12:00p – 10:00p**
- Sunday, Sept. 1: 12:00p – 10:00p**
- Monday, Sept. 2: 12:00p – 6:00p**

### ***Niagara Falls Blues Festival***

- Friday, Sept. 13: 4:00p – 11:00p**
- Saturday, Sept. 14: 12:00p – 11:00p**

### ***Friday Night Concert Series***

*\*Only one exclusive vendor will be chosen for each Friday Night Concert*

- Friday, June 28: 5:00p – 10:00p**
- Friday, July 12: 5:00p – 10:00p**
- Friday, July 19: 5:00p – 10:00p**
- Friday, July 26: 5:00p – 10:00p**
- Friday, August 2: 5:00p – 10:00p**
- Friday, August 9: 5:00p – 10:00p**
- Friday, August 16: 5:00p – 10:00p**
- Friday, August 23: 5:00p – 10:00p**

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**Contact:**     **Kim Barrus, Event Director**     **Sydney Hoerner, Event Manager**  
**Phone:**     **(716) 278-2118**     **(716) 278-2141**  
**Email:**     **kbarrus@niagarafallsusa.com**     **shoerner@niagarafallsusa.com**

**Website:**     **<https://www.niagarafallsusa.com/old-falls-street/>**

# VENDOR APPLICATION

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

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

**Have you vended on Old Falls Street before?**

**NO** \_\_\_\_\_

**YES** \_\_\_\_\_ **WHEN?** \_\_\_\_\_

**Menu:** *(Please attach a professional menu with pricing.)*

**Set-Up Needs:**

Circle one:    FOOD TRUCK                      FOOD TRAILER

Size of Space Needed: \_\_\_\_\_ Time Needed to Set-Up: \_\_\_\_\_

**Electrical needs (include all items that will be plugged in):**

**\*Please include a picture of your food truck/trailer with your application.**



## RULES & REGULATIONS

- 1) **APPROVAL:** All applications are approved at the discretion of Old Falls Street management. At no point will vendors be permitted on the street without proper credentials.

### Required Documents

The following documents are required to operate a food stand/booth at an Old Falls Street event. If you are approved to vend at Special Events, then these must be submitted to the administration office to finalize your acceptance. Upon receipt of all required forms, we will issue your credentials.

- ✓ **Approved Certificate of Insurance**
- ✓ **Niagara County Health Permit**
- ✓ **City of Niagara Falls Vending License**

- 2) **APPLICATION:** Applications will be processed and Vendors will receive a direct notice on approval or denial once processed. OLD FALLS STREET will provide Vendors with an invoice for required payment. Applicants who do not have the full deposit paid a week prior to the event may be replaced with another vendor at the discretion of OLD FALLS STREET.
- 3) **SALES TO THE PUBLIC:** Vendors shall not sell or distribute any alcoholic beverages. Vendors may not make alcoholic beverages a part of the offer to patrons. Vendors may sell clothing and other promotional items if, and only if, they identify the vendor's establishment only.
- 4) **SPACE ASSIGNMENTS:** Whenever possible, assignments will be made by OLD FALLS STREET in keeping with preferences as to location request by vendor. OLD FALLS STREET reserves the right to make the final determination of all space assignments. OLD FALLS STREET reserves the right to make modifications to the layout plans, which are believed to be accurate, but only warranted to be approximate. Modifications may be necessary to adjust to the needs of the vendors and the street, or to meet legal, safety, or operational requirements.
- 5) **CHARACTER OF EXHIBITS:** OLD FALLS STREET reserves the right to prohibit the display of any article that in its opinion is not in keeping with the nature and character of the street.
- 6) **ASSIGNMENT/SUBLETTING OF FESTIVAL SPACE:** Vendors shall not assign, sublet or share the festival space allotted them without the knowledge and written consent of OLD FALLS STREET. No products, arts, accessories, souvenirs, catalogs, or other goods, bearing names of other vendors, sponsors or anyone other than the vendors may be displayed. Firms and organizations assigned festival space will be permitted to solicit business within the festival area.
- 7) **SECURITY:** OLD FALLS STREET will provide reasonable and appropriate security for events. OLD FALLS STREET shall take all proper and reasonable care to see that exhibits are not destroyed or damaged through any cause within its control, but it does not ensure the safety of said exhibits and is required to use only such care as would a reasonable and prudent businessperson in the protection of their own property.
- 8) **INSTALLATION OF EXHIBITS:** Move in times will be assigned and forwarded to you prior to the event. No exhibitors will be permitted to enter or set up at any time other than that assigned by the Site/Location Committee. If a Vendor is not set up during their assigned time, OLD FALLS STREET reserves the right to find the Vendor in default, subject to the remedies addressed in the Contract, and use the space in such a manner as it may deem in the street's best interest.

- 9) **GOVERNING LAWS:** This agreement shall in all respects be governed by the laws of the State of New York and the city of Niagara Falls USA.
- 10) **ORDINANCES:** To ensure the safety of all, fire and health regulations and other applicable ordinances of the City of Niagara Falls, Niagara County, and the State of New York must be observed.
- 11) **FORCE MAJEURE:** In case of cancellation of an event or unavailability of the space for the specified use due to war, governmental action or order, acts of God, fire, strikes, labor disputes or any other causes beyond OLD FALLS STREET control, this agreement shall terminate, and the vendor shall be entitled to the return of the rental fee for the space, less a prorated share for the expenses incurred by the OLD FALLS STREET in conjunction with the event. In case of cancellation by OLD FALLS STREET for any reason within its control, or a change in the date or location of the event, which is unsatisfactory to the vendor, the vendor shall be entitled to the return of all sums paid for the festival space. Refund of rental fees, as provided for in this section, shall be the exclusive remedy of the vendor against OLD FALLS STREET, in case the festival is canceled or rescheduled or if the festival space is unavailable for use. In case of damage to the vendor's property due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other cause beyond OLD FALLS STREET's control, the vendor expressly waives liability of OLD FALLS STREET and releases OLD FALLS STREET from all claims for damage and agrees that OLD FALLS STREET shall have no obligation except the above stated refund.
- 12) **ADHESIVE STICKERS:** Giving away of any type of adhesive sticker, promotional or otherwise, is strictly prohibited.
- 13) **ELECTRIC:** Vendors must include electrical needs on application submitted to Old Falls Street Management. Old Falls Street Management has full control and will assist in your electric needs as available.
- 14) **OLD FALLS STREET LOGO PRIVILEGES:** No products bearing the Old Falls Street event or Destination Niagara logo will be permitted without the written permission of Old Falls Street management. Old Falls Street has the right to remove any products that have not been approved without notification.
- 15) **FIRE EXTINGUISHERS** All food concessions are required to have a minimum of 10 lb, ABC Fire Extinguisher at each location. It is the responsibility of each concessionaire to train all employees on proper operation of extinguishers.
- 16) **GREASE DISPOSAL:** All grease must be disposed of properly. No grease of any kind is to be dumped in sanitary or storm drains. Failure to comply with these rules could result in a fine of \$1,250.00. There will be a designated dumping area and staff will be there to assist. Arrangements for the removal during an event can be made by contacting Old Falls Street Director of Special Events at (716)278-2100. Grease mats must be used to cover areas where grease may leak or be used to cook.
- 17) **PROPANE TANKS AND UTILITY LINES** All propane tanks must be chained in place. Propane tanks are not allowed in any buildings. All persons operating propane tanks must be at least 18 years of age.
- 18) **MARQUEES:** All marquees should be professionally designed and illuminated. Hand painted and/or lettered signs are allowed, but must be clean and professional.
- 19) **Parking** Vendors, event organizers, and entertainment will be responsible to provide their own parking arrangements.
- 20) **INSURANCE:** No food vendor credentials will be distributed **WITHOUT** an **APPROVED INSURANCE CERTIFICATE ON FILE** with the Old Falls Street. While you may have sent a copy of your insurance to us, this does not necessarily mean it has been approved by the necessary channels. **IT IS YOUR RESPONSIBILITY TO CONTACT OUR OFFICE** regarding the status of your insurance prior to the event. Lack of compliance may result in severe delays in set up of your booth and/or forfeiture in event participation.

**ADDITIONAL INSURED'S THAT NEED TO BE INCLUDED:**

**Destination Niagara USA (d/b/a Niagara Tourism & Convention Corporation), City of Niagara Falls, New York, NYS Urban Development Corporation d/b/a Empire State Development, USA Niagara Development Corporation**

- 21) **Storage** due to limited space we cannot provide long time and or short term storage areas to vendors. Please bring only what you plan on using.
- 22) **Transport Vehicles** may be used to unload but we ask that vendors make it a safe and organized process. All transport vehicles should be out of the intended event space on Old Falls Street, one hour prior to the event start time.

**IMPORTANT**

All vendors are responsible for the clean-up of their area after tear down. At the end of the term of use, the vendors must clean the premises so that the grounds are in the same condition as they were when you arrived. If the vendor fails to comply, they will be liable to Old Falls Street-Destination Niagara for any and all expenses incurred in cleaning the premises and otherwise restoring the premises to such conditions. Billing for any of these cleaning services would be sent separate at the conclusion of the event.

All items belonging to Vendor that is in or on any part of the premises shall be at the risk of Vendor, and Old Falls Street shall not be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss resulting from any accident in or about the Premises unless caused by the gross negligence or willful misconduct of Promoter.

Vendor shall not injure, mar, or in any manner deface or damage the premises and/or its contents or cause or permit the same to be done. Vendor will not drive or permit to be driven any nails, hooks, tacks, screws, or other devices into any portion of the Premises without Promoter's prior approval. Vendor will not utilize or permit to be utilized and tape, glue, cement, or any other compound to fasten signs, banners or any other form of display or advertisement to any portion of the premises without prior approval.

- 23) **CHANGES AND AMENDMENTS:** The OLD FALLS STREET reserves the right to make changes to these Rules and Regulations. Any matters not specifically addressed herein are subject to decision by the OLD FALLS STREET. The OLD FALLS STREET reserves the right to make such changes, amendments and additions to these rules as considered advisable for the proper conduct at the event with the provision that all vendors will be advised of any such changes in writing.

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

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

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

**Grease:** I understand I must provide adequate measures including ground coverage and proper grease disposal and handling. \*Note rules and regulations # 16 or I will be charged for cleanup fees.

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