



**SEPTEMBER 6-8, 2024**

# Food Vendor Prospectus

## Introduction

Thank you for your interest in applying to be a food vendor at Boise Art Museum’s 70<sup>th</sup> Annual *Art in the Park*, **September 6-8, 2024**. This beloved community event benefits accepted artists and the Boise Art Museum, a non-profit, educational, and charitable organization. The mission of the Boise Art Museum is to create visual arts experiences that engage people and inspire learning through exceptional exhibitions, collections, and educational opportunities.

In addition to featuring more than 240 artists, *Art in the Park* offers hands-on activities for children in the Children’s Art Tent, 30 food vendors, and live entertainment. *Art in the Park* is held in beautiful, tree-filled Julia Davis Park, just outside BAM’s door, and in the heart of downtown Boise, Idaho.

BAM’s *Art in the Park*, Idaho’s premier art event, draws 250,000 visitors over the three days due to BAM’s marketing efforts including print, newspaper, website, radio, and social media.

**Please read this document carefully. Agreement to the following terms and conditions is required of participants and an important step in the application process.**



- Fundraiser for Boise Art Museum
- 240 artists
- 30 food vendors
- 250,000 visitors over the three days
- In Julia Davis Park, in the heart of downtown Boise.

## 2024 Timeline and Deadlines

Please note these dates. Information will be sent via email and posted on our website over the coming months.

Mid-March	Food vendor application available on BAM’s website
<b>Friday, May 3</b>	<b>DEADLINE for food vendor applications</b>
May 17	Food vendor jury notifications, booth fee invoicing
June 26	Deadline for fee payment
July 12	Deadline for cancellation with partial refund, no refunds after this date
Late July	Parking information email with instructions for permits
<b>Monday, August 5, 5:30 p.m.</b>	Mandatory Food Vendor Meeting at BAM
August 16	Deadline for licenses, permits, insurance, registration
<b>September 4</b>	<b>Food Vendor check-in and set-up</b>
<b>September 6</b>	<b><i>Art in the Park</i> hours Friday 10 a.m. - 8 p.m.</b>
<b>September 7</b>	<b>Saturday 10 a.m. - 8 p.m.</b>
<b>September 8</b>	<b>Sunday 10 a.m. - 5 p.m.</b>
<b>September 9</b>	<b>Final Accounting Form and Payment due by 3:00 p.m.</b>

## Fees Schedule

### Required Fees

Application Fee	\$40*
Booth Fee	\$250 booth/truck or \$150 cart
City of Boise Vendor Fee	\$75*
Food Vendor Commission	25% of sales

The City of Boise Vendor Fee and the BAM *Art in the Park* booth fee will be due upon acceptance, by the deadline **June 26, 2024** (vendors will be invoiced upon acceptance). The BAM *Art in the Park* booth fee is 75% refundable until July 12, 2024. No refunds will be granted after this date. The application fee and the City of Boise Vendor Fee are non-refundable.

### Optional Fees

Overnight City of Boise Parking Permit Fee	\$30 per night, per vehicle/trailer*
Utility Vehicle Fee	\$30 per day, per vehicle*

BAM is able to grant use of park electricity to only a few concessionaires. This fee is \$100 to \$125+ if available.

\*non-refundable

## Licenses, Permits, Insurance, Registration

Vendors must acquire/maintain appropriate licenses and permits to operate as a mobile food purveyor in the State of Idaho, Ada County, and the City of Boise. These requirements and deadlines are listed in the table below. If you have questions about specific requirements that are not answered in this document, please contact the responsible agency (for contact information, details, and links, see the next page).

Permit	Issuing Authority	Deadline Info
Health Permit	Central District Health	<b>Submit application by end of July. Permit number due to BAM by Friday, August 16.</b>
Boise City Eating and Drinking Permit	Required by the City of Boise. Issued annually.	Permit number due to BAM by <b>Friday, August 16.</b>
Fire Permit for Mobile Food Preparation Vehicles	Boise Fire or other southwest Idaho Fire Department. Issued annually. Inspection required.	Permit number due to BAM by <b>Friday, August 16.</b>
Certificate of Insurance	Your insurance provider	Due to BAM by <b>Friday, August 16.</b>
Idaho Tax Commission Event Participant Registration	Online form required of all event participants, regardless of sales permit status. Event ID number will be provided to accepted vendors.	Submit form by <b>Friday, August 16.</b>

# **Licenses, Permits, Insurance, Registration Information**

## **Health Permit**

All food vendors must have approval from the Central District Health Department to serve/sell food. Go to <https://cdh.idaho.gov/community-health/food-establishments/food-fees-forms-and-applications/>.

Complete and submit the Temporary Food Establishment License Application by Wednesday, July 31. Provide the BAM Event Coordinator your license number by Friday, August 16. If you have questions about the process, contact CDH.

## **Boise City Eating and Drinking Permit**

If you do not currently have the Boise City Eating and Drinking Mobile license, or need to renew, go to <https://www.cityofboise.org/departments/finance-and-administration/city-clerk/licensing/food-and-alcohol-beverage/eating-and-drinking-mobile/>. The license number must be provided to the Event Coordinator by Friday, August 16.

## **Fire Permit for Mobile Food Preparation Vehicles**

If you operate a mobile food preparation vehicle that produces smoke and/or grease-laden vapors, you must arrange for inspection with a local fire department to obtain a permit and compliance sticker. For more information and instructions, go to <https://www.cityofboise.org/departments/fire/fire-prevention/permits/special-use-and-operations/mobile-food-preparation-vehicles-permit/>.

If you did not already include this permit number in your application, you must provide it to the Event Coordinator by Friday, August 16.

## **Certificate of Insurance**

All food vendors are required to maintain liability insurance with limits of at least \$1,000,000 per incident, and will provide a current certificate of insurance, naming Boise Art Museum as additionally insured, to the Event Coordinator by Friday, August 16.

## **Idaho Tax Commission Event Participant Registration**

Each vendor must register with the Idaho Tax Commission as a participant of *Art in the Park*. Instructions and Event ID required to complete the online form will be emailed to vendors upon acceptance.

# **Application Instructions and Information**

The deadline for completed applications is **Friday, May 3, 2024**. Only food vendors who submit applications by the deadline may be considered, including for the waitlist.

The application process for *Art in the Park* is entirely online, and instructions are included in each step. The purpose of this section is to provide additional information.

To apply, please go to the Food Vendor Info Center webpage at <https://boiseartmuseum.org/art-in-the-park/art-in-the-park-food-vendor-info-center/> and follow the instructions.

**Art in the Park 2024 Food Vendor Application Form: *Click the button to begin.***

***Please be sure to enter your information correctly. We will contact you via the email address and phone number(s) you provide in your application.***

## **Licenses and Permits**

Input current license and permit information. It is understood food vendors may need to renew their licenses and permits before the event. Please refer to pages 2 and 3 for information on licenses, permits, and deadlines.

## **Menu and Product Information**

You may choose to enter your menu information into the field, and/or upload a .pdf or other document (a photo of your menu is acceptable). Please be sure to include information on any menu items that are compatible with dietary restrictions. For example, indicate vegetarian and vegan items, any items that are gluten-free or dairy-free, etc.

## **Logistical Information**

### ***Your Set-up***

Food trucks and trailers will be located along the roads within the park. Driving on the turf is not allowed. If your set-up is a “stick booth” or a cart, and you do not require use of a vehicle to set up, we may choose to locate your concession within the park area on the turf.

### ***Power and Water***

Access to park power is limited to only a few locations, and it is therefore very unlikely we will be able to grant its use. Please plan to use your own low-noise generator, or share with another vendor.

Water is available in most locations.

### ***Photos Of Your Set-up***

Your photo should be of your complete set-up with all the equipment you plan to use, and should include any prep or storage areas, signage, generators, and propane tanks. You may submit up to three photos.

### ***Details Of Your Set-up***

Detailed information is required for proper placement of food vendors, allowing the measurements required by the fire department between set-ups and equipment. If using propane tanks, ballast/bollards are required to prevent accidents.

## **Please share more about your concession.**

List events in which you have participated. Click the “+” symbol next to the right-most field to add another event. Include any details you would like us to consider in the comments field.

## **Agreement and Consent**

This step indicates you have read this document, the *Art in the Park* 2024 Food Vendor Prospectus, and agree to its terms and conditions. Agreement is required. Thank you for reading this document carefully.

## **Application Fee Payment**

**Your application is not complete until you have submitted payment of the application fee (\$40).** BAM accepts only Visa, Mastercard, or Discover. Cash and checks are not accepted. When the transaction is successful, you will receive an email confirmation. If you do not receive an email immediately after payment:

- Check your junk/spam folders
- Check your banking transaction records
  - If there is no transaction listed, please check that all required fields in the application are complete, and re-submit.
  - If the transaction is listed, contact the *Art in the Park* Coordinator.

**Jury notifications will be emailed in mid-May (including for the waitlist), and will provide instructions on next steps.**

## **Minimum Operating Hours**

Minimum operating hours are Friday and Saturday, September 6 and 7 from 10:00 a.m.—8:00 p.m. and Sunday, September 8 from 10:00 a.m.—5:00 p.m. Minimum hours of operation must be observed by all food vendors regardless of product. Hours of operation beginning before 10:00 a.m. are at the discretion of the individual vendor, and sales made during this time will count as *Art in the Park* revenue, subject to the 25% commission.

## **Required Food Vendor Meeting**

Food Vendors are required to attend a meeting, Monday, August 5 at 5:30 p.m. in the Boise Art Museum Sculpture Garden. At this meeting, vendors will be provided with important information and vehicle access permits. Assigned locations and set-up times will be shared for the setup that will take place on Wednesday, September 4 between 9:00 a.m. and 5:00 p.m.

Questions and concerns may be shared at this meeting, and vendors are encouraged to visit their assigned event sites at that time.

## **Food Vendor Check-in and Set-up**

Food Vendors are required to set up on Wednesday, September 4. Vendors will be assigned a designated set-up time between 9:00 a.m. and 5:00 p.m.

Vendors will acknowledge their location and set-up time at the required meeting, Monday, August 5 at 5:30 p.m. in the Boise Art Museum Sculpture Garden. Questions and concerns may be shared at this meeting.

Vendors must arrive and begin setup at their designated time. Upon arrival, vendors must check in with the Concessions Coordinator prior to setup for location instructions, and to receive any additional parking permits and other necessary information.

All food vendors must have their concessions set up and approved by the Concessions Coordinator prior to leaving the park on September 4. Vendors may be required to wait if their neighbors have not completed set-up.

**Vendors may not move their food trucks/trailers/booth set-ups once they are in position and approved by the Concessions Coordinator.**

Please note that Thursday is set-up day for artists. All large equipment must be in place by the end of the day Wednesday, September 4, and may not be moved until the end of the event, Sunday, September 8 at 6:00 p.m.

### **Inspections: Fire, Health, City of Boise Safety and Security**

All vendors must be set up and ready for inspection by **8:00 a.m. on Friday, September 8**. The Boise Fire Department, Central District Health Department, and officials from the City Clerk's office and Safety and Security Team will begin inspections at this time. Additionally, they will be ensuring all roads, fire lanes, no-parking areas and other routes of ingress/egress are clear.

### **Vehicle Access Pass, Overnight Parking Permits, Utility Vehicle Permits**

Vehicle access will be restricted in the park beginning Tuesday, September 3. Vendors will be provided passes for their vehicles.

Information on parking and utility vehicles, including how to obtain permits and submit fees for parking a vehicle overnight in Julia Davis Park, will be provided via email and on BAM's website in July.

### **Ice, Generators, Grey Water & Grease Barrels**

#### **Ice: Boise Cold Storage**

Boise Cold Storage will have a vehicle parked near the Museum during event hours. They will distribute ice prior to opening each day, or as requested during the day.

#### **Generators**

All generators used at the event must be low-noise, low profile, and emission-free.

#### **Grey Water and Grease**

There will be several designated areas for grey water and grease barrels available throughout the park. **Do not use park restrooms for grey water!** Please note that ice and ice water are considered grey water and need to be disposed of properly after each day's event. **You must not dump anything out onto park grounds.** Failure to comply may jeopardize concessionaire's future involvement with *Art in the Park*.

## **Accessibility**

Boise Art Museum is committed to accessibility, which reinforces our institutional values and serves the needs of all in our community. When planning your vendor setup, please take the following into consideration so that you are safe and accessible to the largest possible audience.

- Remove any protruding objects in the paths of travel. These are collision hazards for those with visual disabilities. Equipment, boxes, signage, and other objects may NOT spill into walkways.
- Service counters that are 36" long and no more than 36" above the floor are considered accessible.
- Service animals are allowed at the event.

Accessibility also attracts the family, friends, employers, communities, and service providers of people with disabilities. Access to goods and services will also be appreciated by parents with strollers and elderly people looking for easily navigated routes. Veterans with disabilities, baby boomers, and even people with temporary disabilities will also be among your customers.

## **Trash and Recycling**

Recycling is a requirement at *Art in the Park*. All Food Vendors are obligated to participate and comply with recycling efforts. Recycling may be deposited in the grey water/grease barrel locations. Use only clear plastic bags, and tie the bags very loosely (contents will be removed from the bags into large recycling roll-off bins). Recycling bins for customers' use have a diameter of 4 inches, so please use cups that do not exceed that opening size. **Items served in glass (e.g. glass bottles) are not permitted.**

Please read the City of Boise Event Vendor Low Waste Guide: [https://www.cityofboise.org/media/13915/se\\_lowwasteguide\\_eventvendor-2022.pdf](https://www.cityofboise.org/media/13915/se_lowwasteguide_eventvendor-2022.pdf).

## **Take-down and Check-out**

Food Vendors may begin take-down **no earlier than 6:00 p.m.** Sunday, September 8, and must be finished by midnight.

Vendors may begin completing the online final accounting form Sunday, September 8 at 5:00 p.m. The form must be submitted with payment no later than Monday, September 9 at 3:00 p.m. The online form will calculate the 25% commission based on the information entered by the vendor. Payment is by credit card only (Visa, MasterCard, or Discover). BAM reserves the right to request sales documentation. Please see page 6 for additional details.

## **Final Accounting Information**

Vendors will be responsible for maintaining their own sales documentation. BAM requires detailed documentation of sales, showing individual transactions with sales tax listed separately.

At the end of the event, **Sunday, September 8, as early as 5:00 p.m., and no later than Monday, September 9, at 3:00 p.m.**, vendors will complete an online Final Accounting Form. This form will be accessed via the BAM *Art in the Park* Food Vendor Info Center webpage. The vendor will input their gross sales figure, the total dollar amount of any vouchers received, and the form will perform computations for the 6% sales tax and 25% commission amounts owed.

(continued from Final Accounting Information, p. 7)

### **Idaho Sales Tax**

Idaho's 6% sales tax must be collected by the vendor for each sale, and documented individually and separately.

Vendors are required to register as a participant of *Art in the Park* with the Idaho State Tax Commission via an online form regardless of whether a permanent or temporary seller's permit is obtained. Accepted vendors will be provided the *Art in the Park* event ID for submitting this form, which must be completed by **Friday, August 16**.

For questions regarding sales tax, please consult your tax professional.

### **25% Commission on Sales**

Art in the Park is the primary fundraiser for the Boise Art Museum. Each sale during the event is subject to the 25% commission, which helps to pay for the event itself, as well as provides funding to support BAM's mission to create visual arts experiences that engage people and inspire learning through exceptional exhibitions, collections, and educational opportunities.

### **Payment**

BAM accepts Visa, Mastercard, and Discover. BAM does not charge vendors an additional processing fee for credit card payments.

Payment is due and owing to the Boise Art Museum and collection efforts will be taken when necessitated. Vendors acknowledge the credit card used for their booth fee payment will be securely held by BAM and may be used to collect outstanding fees and commission payments if the vendor does not complete the final accounting process, and when attempts to contact the vendor are unsuccessful.

Any difficulty in obtaining payment may jeopardize the Vendor's future involvement in *Art in the Park*.

Vendors who fail to submit full sales reporting by the deadline, or falsify sales figures, will forfeit consideration for participation in future *Art in the Park* events.

BAM will perform random audits of vendors' sales reporting and final accounting as necessary.

### **City of Boise Prohibited Activities**

- The City prohibits vehicles from driving on the grass or park pathways. A substantial fine will be issued by the City of Boise for violations, and this fine will be passed on to the vendor.
- Vendors may not use tent stakes in the park or alter the grounds in any way. Canopies or tents must be properly weighted. Weights must be firmly attached to each leg of the canopy, touching the ground at the base of each leg. Each weight must weigh at least 40 pounds, and be of the following types: tube weights, sandbag weights, concrete, stabilizer bars with sandbags, weight plates, or dumbbells.
- All vehicles left in Julia Davis Park overnight must be permitted by the City of Boise. This includes, but is not limited to, food trucks, cars/trucks, trailers, and service vehicles. Utility vehicles (golf carts and mules) also require a special and separate permit. Vendors will receive notification via email when permit applications are available. Permits do not guarantee the



availability of parking space.

- Vehicles may be parked only within painted parking spaces. Double-parking is not allowed.
- If there is damage to Julia Davis Park, its grounds, or any structure within its boundaries caused by a vendor or a vendor's staff, the vendor will be responsible for payment to repair that damage.
- The City prohibits smoking in city parks, including Julia Davis Park.
- The City does not prohibit pets, but does require pets to be leashed. Please report any unleashed pets to security personnel or Boise Art Museum staff.
- Grey water (including ice and ice water) must be dumped into grey water tanks. Grey water may not be dumped in park restrooms, on park grounds, roadways, sidewalks, gutters, or storm drains.

## **Conduct**

Absolutely no abusive or disruptive behavior by any vendor or their representatives toward any person, place, or thing will be tolerated. Boise Art Museum reserves the right to immediately remove a vendor from the event for any reason, including but not limited to violation of any of the terms and conditions of participation in *Art in the Park*, the laws of the State of Idaho or the City of Boise.

Vendors will adhere to all additional health and safety measures required by the federal government, the State of Idaho, the City of Boise, the Central District Health Department, and BAM, which may include wearing a face mask and physical distancing.

## **Cancellations**

If a vendor must cancel after having paid the applicable booth and power fees, written notification must be received by **Friday, July 12** to qualify for a 75% refund of the booth and power fees. After that date, no refunds will be granted for any reason.

In the event the City of Boise, the Central District Health Department, or other governmental agency denies permission to hold *Art in the Park*, the Boise Art Museum will refund booth and power fees.

## **Guarantees**

- Boise Art Museum and its volunteers, employees, and assignees make no guarantees and assume no responsibility for weather, vendor sales, product, or property.
- Vendors are solely responsible for their product and property at all times and under any conditions.
- It is the vendor's responsibility to confirm that all credit card and check transactions are legitimate.
- Each vendor is responsible for proper insurance including general liability with a minimum coverage of \$1,000,000, and each vendor must insure their property against all risks, including but not limited to fire, theft, burglary, breakage, weather, water, and all other damages. Boise Art Museum will not be liable for any damage or loss whatsoever, arising from any cause, nor from any loss incurred by reason of failure of the vendor to obtain such insurance or failure of such insurance to cover any loss. No vendor shall have any right or claim for any damages whether direct, indirect, or consequential, or of any other kind, arising or alleged to arise by or from any reason pertaining to Boise Art Museum's *Art in the Park*.

## **Art in the Park 2024 Food Vendor Prospectus Agreement and Consent**

Failure to comply with the Terms and Conditions may result in a vendor's removal from the festival and jeopardize the vendor's eligibility to participate in any future *Art in the Park*. Agreement to the Terms and Conditions in this document, the Food Vendor Prospectus is required for participation in Art in the Park, and without agreement, the application will not be accepted for consideration.

This agreement is mutually covenanted and agreed between the parties Boise Art Museum, a nonprofit Idaho corporation (hereinafter referred to in this Agreement as the "Museum") and the "Vendor," desiring to operate a concession booth at *Art in the Park*, as follows:

- Vendor hereby agrees to release, hold harmless, defend, and indemnify the Museum and its staff and representatives as well as the City of Boise and its staff and representatives from any and all liability whatsoever arising out of the operation of the concession booth or the actions or presence of any person at such booth, including customers.
- Vendor is responsible for the provision, hookup, and safety precautions of electrical cords, water hoses, and other similar connections to facilities. It is understood that the Vendor is an independent contractor in the operation of said booth.
- The terms of the Food Vendor Prospectus are incorporated by reference as though fully set forth within this Agreement, and violation of those provisions will be considered a breach of this Agreement.
- Time is of the essence of this Agreement, which shall be binding on the heirs, assigns, transferees, successors in interest, agents, personal representatives, and guardians of the parties. This Agreement contains the entire understanding of the parties and shall not be varied except by a writing signed by the parties. In the event of the breach of this Agreement, if formal legal action is brought, the courts in Ada County, Idaho shall have sole and exclusive jurisdiction over the dispute, and the prevailing party shall be entitled to reasonable attorney fees and costs.

I have read, accept, and agree to the Terms and Conditions listed above in the event I am accepted to participate in Boise Art Museum's *Art in the Park*. I agree to carry the proper insurance for the *Art in the Park* event. I shall not hold any of the event sponsors, the Boise Art Museum, the City of Boise, or any representatives thereof responsible for accidents to staff, my property, or myself while participating in *Art in the Park*. If my application is accepted, I acknowledge the credit card I use for submitting my application will be securely held by BAM, and may be used to pay for outstanding fees and commission payment if my final accounting form and payment is not completed.