

ST. BENEDICT
CATHOLIC CHURCH AND SCHOOL



St. Benedict Catholic Church and School
165 Bethany Road
Holmdel, New Jersey 07733
Phone: 732.264.4172
Fax: 732.264.9080
www.stbenedictholmdel.org

14th Annual St. Benedict Parish Carnival
Attn: Lori Ulrich
Email: ulrich@stbenedictnj.org
FOOD TRUCK VENDOR APPLICATION

Please Note: *St. Benedict Church reserves the right to extend or shorten hours depending upon customer or weather conditions. (Leaving grounds is strictly prohibited without St. Benedict Management approval and/or approximately 30 minutes after event end time due to safety reasons.)*

Applicant's Food Truck Name: _____

Applicant's Business Name: _____

Contact Person's Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Cell Phone Number: _____

Fax Number: _____ Email Address: _____

Event Agreement Details:

1. Spaces are available for the September 17, 18, and 19, 2021 event. This is a three-day event:
 - Friday, 9/17 – 5 pm to 11 pm
 - Saturday, 9/18 – 2 pm to 10 pm
 - Sunday, 9/19 – 2 pm to 7 pm
2. **All events are rain or shine.** There are no **refunds** after space has been reserved.
3. St. Benedict Church reserves the right to approve or deny any participation by a vendor for any event at their sole discretion whether previously approved for any other St. Benedict event.

Applicants are reviewed on a first come basis:

Processing:

1. Submit completed application along with the following:
 - a. Photos of truck with displays. Please include length and width of truck and approximate space needed to accommodate your truck and displays.
 - b. Copy of valid Board of Health Certificate or Commissary Inspection Report, and food preparation licenses as required by law.

c. Submit proposed menu. Please list the item, description, price and portion size (if applicable).

2. Upon approval of your application you will be notified to review and sign the contract(s) along with acknowledgement of the acceptance of our "Rules and Regulations". You understand that St. Benedict Church reserves the right to amend or supplement the Rules and Regulations as may be required by law. You will be notified of all approved participation event date and contracts will be sent accordingly. You will be advised of return due date for the contract. **Payment is due at the time of submitting the signed application, or no later than August 31, 2021.** A final copy of the Certificate of Insurance will be due **two weeks** prior to the participating event as well. If payment and copy of the Certificate of Insurance are not received as stated you will not be able to enter the premises to set up and payment will be forfeited.

Rules and Regulations:

1. **Location:** Vendors will be located on the St. Benedict Church and School grounds (165 Bethany Road, Holmdel, NJ 07733). St. Benedict Church reserves the right to assign spaces according to needs.

2. Revenue Agreement (Space Fee Rental):

St. Benedict Church requires a space fee rental based on the below.

- Friday, 9/17: \$200.00 space fee paid in advance.
- Saturday, 9/18: \$300.00 space fee paid in advance.
- Sunday, 9/19: \$150.00 space fee paid in advance.
- Friday & Saturday Combo: \$400.00 space fee paid in advance.
- ALL THREE DAYS: Friday, Saturday & Sunday: \$450.00 space fee paid in advance.

The non-refundable space fee is due at the time of application.

*Note: The space fee is due no later than August 31, 2021 to reserve the space. Included in the fee is food truck space and freezer/cooler storage space. Please note that ice and electricity is **not supplied** by St. Benedict Church and School.*

3. **Payment:** Payment will be required upon signing of the application to reserve a space for the event. Upon receipt of application and payment, vendor is required to sign a License Use Agreement provided by St. Benedict Church regarding the space fee rental.

4. **Music:** Vendors may NOT use load speakers or megaphone devices.

5. **Smoking and Alcohol:** Smoking and use or sale of alcohol in the trucks, booths and prep areas is prohibited.

6. **Garbage:** St. Benedict Church will have garbage cans located throughout the grounds. Vendors are required to provide trash cans with lids for their own waste and all garbage is to be removed at end of day and placed in nearby on-site trash dumpsters. In the event of a Vendor's failure to remove and dispose of trash, Vendor agrees to be responsible for payment of a trash removal fee in an amount not less than \$100.

7. **Equipment:** Vendors to supply their own **generators (operating/running source for trailer/truck and cooking equipment)**, displays, cooking equipment and supplies, clean up equipment and supplies, trash cans, extension cords, fire extinguishers, ice, paper supplies, cash/change along with any and all other equipment or supplies needed to run and operate their truck. No cooking under non-certified covers will be permitted.

LPG Gas Equipment (to include but not limited to all LPG containers, cooking equipment, and attachments): The vendor agrees to obtain any and all necessary inspections, permits, and/or certificate of conformity in connection with the operation of said LPG Gas Equipment and comply with all applicable state and local laws, ordinances, and regulations regarding the ownership of LPG Gas Equipment. Vendor assumes complete and total control of its LPG Gas equipment and further declares that St. Benedict Church is not the owner, provider, or supervisor of the LPG Gas equipment. Vendor assumes all liability and risk in connection with their use and operation, as well as supervision of its employees, agents, or personnel operating the LPG Gas Equipment. Vendor expressly agrees to hold St. Benedict Church, its officers and trustees, agents, and employees ("SBC") harmless from any and all claims, actions, damages, liability, and/or judgments including reasonable attorney's fees arising from personal injury, death, or property damage resulting from the use and operation of said LPG Gas Equipment and further agrees to fully indemnify SBC from any and all such damages.

8. **Food:** All foods must be obtained and prepared from sources that comply with all health laws relating to food and food labeling. Potentially perishable or hazardous food must be stored and maintained as per local health department guidelines. Vendor agrees to sell and display only the items that have been approved on their proposed menus.

9. **Set Up/ Break Down:** Set up begins at 2:00 pm (Friday) and must be completed by 4:00 pm (inspections start at 4:00 pm). A maximum of 15 minutes is allotted to get truck into space and unload any extra vehicles. Remember other vendors are waiting to get to their space and unload to set up too!

PLEASE NOTE: All vendors are required to stay until closing for liability and safety reasons. Leaving the grounds is strictly prohibited without St. Benedict Church Management approval and/or approximately 30 minutes after event end time. Any vendor found violating this rule will be deemed ineligible to participate in any future events and will forfeit any and all deposits and fees paid.

10. **Parking: Vendor parking in designated vendor parking areas only.** Vendor/employee parking is in the designated parking area located behind St. Benedict Church. During the event hours you must park vehicle in designated area.

11. **Permits/Licenses/Board of Health Inspections/Sales Tax:** Vendors are required to secure any special licenses or permits before the event and they must be displayed as per requirements along with present Satisfactory Board of Health Inspection Certificate. Vendors are responsible to collect and remit New Jersey sales tax and be responsible for all fines, interest and penalties. Copies of Board of Health inspection Certificates must be submitted with application and no vendor with an unsatisfactory Board of Health Inspection Certificate on day of event will be able to participate in the event and will forfeit event fees paid. All documents must be in full force and effect as of the date of the Event.

12. **Fire department fire safety and inspection:** St. Benedict Church will schedule with the local fire department to conduct fire safety/extinguisher inspections. Vendor shall be responsible for all fees associated with securing its own permits and for any fines assessed against it by fire department officials for violations of applicable rules and regulations.

Cooking:

1. All vendors must have an approved fire extinguisher and the extinguisher must be inspected within that year by an approved agency.
2. Please note, it is **RECOMMENDED**, however at this time it is **NOT MANDATORY** as per our local Fire District that all mobile cooking trailers are to have a kitchen suppression system in operation at the time of the event and must be approved and inspected by an approved agency.
3. All vendors that are cooking with propane must have the propane tanks secured to prevent tipping.
4. There is to be NO cooking under any tent of any kind.
5. All electrical cords must be secured to also prevent tripping hazards.

VENDORS:

1. All vendors must secure their tents to prevent from blowing away. No tent larger than 10' by 10' is allowed.
2. No inflatable blow ups are allowed.
3. Any vendor with flame resistant products must provide the paperwork for the Fire Marshall to have on file.
4. Any vendor that is not compliant with any of the rules above that pertain to them will be asked to shut down and leave by the order of the Fire Marshall.

Please note that any vendor not passing the fire safety/extinguisher inspections will not be able to participate in the event and will forfeit event fees paid to St. Benedict Church.

13. **Security:** Daytime and limited overnight security will be provided for each event. Merchandise and equipment left out unattended is at the risk of the vendor. St. Benedict Church is not responsible for lost, stolen, or damaged merchandise or equipment.

14. **Pets: No pets allowed with the exception of certified service animals. No exceptions!**

15. **Emergencies:** All vendors must promptly close any concession, which in the sole discretion of St. Benedict Church management is inappropriate, hazardous, or in violation of rules and regulations including those established by the health and fire department

16. **License Use Agreement and Certificate of Insurance:** Refer to the "License Agreement for the Use of Facilities at St. Benedict Parish" Section 5. Vendor must obtain commercial, general or comprehensive liability insurance including product liability insurance applicable during vendor's operation at St. Benedict Church event, insuring those operations

with limits of not less than one million (\$1,000,000.00) per occurrence and naming St. Benedict Church as the additional insured and in compliance with all other requirements set forth in the License Agreement.

Vendor will provide copy of Certificate of Insurance no less than two weeks prior to event or vendor will not be permitted to enter the grounds and set up. If Certificate of Insurance is not provided prior to the event as required the contract will be null and void and the vendor's space and deposit will be forfeited. St. Benedict Church shall have no obligation whatsoever to insure, provide, or obtain insurance for the food vendor.

17. In consideration of the use of the facilities and event preparation as set forth in this agreement, the undersigned Vendor holds harmless St. Benedict Church, its officers, trustees, agents, and employees (collectively, "SBC Parties") from and against any and all liability, claims, and costs including reasonable attorney's fees arising out of any negligent and/or reckless acts or omissions by the Vendor, its employees and agents, with respect to its use of said property of facilities in connection with the Event.

18. Vendor understands and acknowledges all of its obligations under this agreement. The vendor acknowledges that it does not have the right to assign this agreement to third parties and identification will be verified on the day of the Event.

APPLICATION SIGNATURE

Vendor Name: _____

Signature: _____ Witness: _____

Print Name: _____

Title: _____

Date: _____

Attachments to be included with application submission:

1. Photo of truck with displays and width and length noted for space required.
2. Copy of Board of Health Certificate or Commissary Inspection Report
3. Proposed menu with listing of item, description, pricing and portion size (if applicable).
4. Payment in the amount outlined in **Rules and Regulations/Revenue Agreement** payable to "St. Benedict Church"

Applications due to Holmdel Township by August 31st:

Please note fees will increase if applications are late!

1. Holmdel Health Department: Temporary Food Establishment Permit Application
<https://www.holmdeltownship-nj.com/DocumentCenter/View/869>
2. Holmdel Fire Department: Special Permit Application (Type 1-Cooking)
<https://www.holmdeltownship-nj.com/DocumentCenter/View/367>