

JUNE 9-10, 2023 | SHELDON, IA



## FOOD VENDOR REGULATIONS

### AGREEMENT

The undersigned party (herein named “Food Vendor”) hereby agrees to the following:

#### Acceptance

Food Vendor understands that acceptance of the application and agreement is within the sole discretion of RISE Ministries, Inc. (hereafter called “RISE”). Further, in the event RISE accepts this application and agreement, Food Vendor shall be bound by the terms stated herein. In the event this application and agreement is not accepted by RISE, Food Vendors booth fee will be returned and the vendor will not be bound by the terms stated herein. Acceptance of any application and agreement shall be made in writing by a RISE representative after April 1, 2023, prior to the first day of the festival **June 9, 2023**.

#### Food Vendor Fee

Food Vendor shall pay a fee for each spot stated above in accordance with the terms stated herein. Payment of Food Vendor spot shall be made along with this application and agreement with checks payable to RISE Ministries, Inc. The Food Vendor fees are not a deposit, nor are any portion thereof to be refunded to the vendor in the event this application and agreement is accepted by RISE. In the event this application and agreement is not accepted by RISE, all fees paid with this application and agreement shall be refunded to the Food Vendor.

#### Deadline

The deadline to submit applications to RISE shall be April 1, 2023. In the event an application and agreement is received prior to that time and its accompanying Food Vendor fees are deposited in RISE accounts, that will not constitute RISE’s acceptance of the corresponding application and agreement. Acceptance of any application and agreement submitted to RISE shall be made as stated herein above.

#### Sales Vendor

Food Vendors, hereby agree to pay the booth fees stated above **AND** a percentage of gross sales. FOR-PROFIT organizations shall pay RISE 15% of gross sales and NON-PROFIT organizations shall pay RISE 15% of gross sales during RiseFest. Food Vendor hereby agrees to submit proof and accounting of gross sales at the end of RiseFest, subject to RISE’s sole discretion, to RISE for reconciliation of gross sales and determination of percentage splits. Food Vendor further agrees that all settlements on gross sales shall be done in cash or check on the final evening of the festival. Food Vendor acknowledges that RISE has provided and informed that the food areas are not secure facilities and RISE does not guarantee the security or safety of vendor’s property, assets, or sales receipts, and further hereby vendor agrees to accept full responsibility for the same.

### **Sales Tax**

Food Vendor hereby agrees to collect any and all applicable taxes, and that RISE does not accept or assume any responsibility for state, local and or federal taxes required. Iowa Sales tax is 7% at Sheldon Crossing, payable to the state of Iowa.

### **Set Up**

Food Vendor spots will be located in the food area on the RiseFest Grounds. Setup time for vendors shall be communicated closer to the festival and will be dependent on weather and other variables. Vendors must be set up no later than Friday, June 9, 2023 by 12:30 pm. You must set-up in your designated area.

### **Food Vendor Hours**

Vendor hours to be open from gate opening to the end of the festival. Those hours are Friday, June 9, 2023 3:00pm-10:00pm, and Saturday June 10, 2023 10:00am -10:00pm.

### **RISE Ministries, Inc. Discretion**

Food Vendor hereby agrees to submit to the management and control of RISE. RISE, in its sole discretion, may choose to shut down the food vendor booths for sales and exhibits during specific times or events throughout the festival. In that event, food vendor agrees to cover its booth(s) during such times. Further, the vendor hereby acknowledges its understanding that RISE is a Christian ministry that is committed to the Gospel and Word of Jesus Christ, and that all interactions will be conducted before God in a way that is pleasing to Him and consistent with His Holy Word. As a Christian nonprofit ministry, RISE reserves the right to make selections of vendors and their merchandise consistent with RISE's mission and objectives. Further, this application and agreement may be used for future RISE events, in the sole and complete discretion of RISE, unless the vendor provides written termination to RISE. RISE is a non-denominational 501 c (3) ministry.

### **Vendor Risk**

Food Vendor hereby agrees that all personal property, supplies, equipment, product, and merchandise in or around the food area shall be on site at its own sole risk and hazard. Food Vendor hereby agrees to indemnify and hold RISE and its volunteers harmless from any and all claims, cause of action, suits, or demands for liability, damage, loss, expense arising from any injury to persons or property which may occur in relation or connection to vendors and its agents, representatives, employees, guests, or customers activities, acts, actions, failures or omissions in relation to the festival at any time before, during or after the same.

### **Policies & Guidelines**

Each Food Vendor needs to submit items intended for sale, including prices, at the time of application. RiseFest reserves the right to limit the number of Food Vendors selling certain items to encourage diversity.

### **Proof of Insurance**

RiseFest requires proof of insurance from each Food Vendor. RISE Ministries, Inc. must be named as the additional insured. Proof of Insurance must be sent to RISE Ministries by **April 1, 2023**.

### **Parking**

No parking of personal or workers vehicles will be allowed on the grounds near your Food Vending Area. Once your unit is unhooked and set-up your vehicle will need to move to the general parking area.

**Cancellation Policy**

If you cancel for any reason on or before **April 1, 2023**, you will forfeit half of your deposit. There will be no refunds for cancellations after that date.

**Size**

Food Vendor Area is 25' x 25', You will be provided with one 50 amp, 120/240 and two 110 receptacles.

**Tickets**

For each booth reserved you will receive 10 full event tickets to be used for those that work your booth. Additional tickets are available at full general admission price.

**Camping**

Camping is available as well, \$65 for Tent camping, \$120 for Electric camping, \$200 for Deluxe camping, and \$225 Premier Camping (sold out for 2023). Please reserve through the website.

**Hotel**

RiseFest has a block of rooms for Vendor/Exhibitors at Holiday Inn Express in Sheldon less than a mile from the festival grounds. To reserve your room call Holiday Inn Express at 712-324-3000 and use the block above.

**Hours of Operation:** Friday 4:00PM-10:00PM, Saturday 11:00AM-10:00PM

**Advertising Opportunities**

**AD BOOK** If you are interested in advertising in our festival program, please contact Ellie Waring at [ellie@riseministries.com](mailto:ellie@riseministries.com). A half page ad is \$225 and a full page ad is \$275. We do offer a 25% discount to vendors. Please note that the deadline for reserving an ad would be Saturday, April 1, 2023.

**FESTIVAL APP** Your food booth will be listed on our mobile app. If you are a new vendor, please submit a logo, social media information, and menu to Ellie Waring at [ellie@riseministries.com](mailto:ellie@riseministries.com).