

PRESENTED BY:



# REVERE BEACH International Sand Sculpting FESTIVAL

JULY 20-22, 2024

2024 FOOD TRUCK APPLICATION



# FOOD TRUCK APPLICATION

The Revere Beach International Sand Sculpting Festival is a renowned annual event that transforms the shores of Revere Beach into an awe-inspiring boardwalk and open-air festival. Celebrating its 20th year in 2024, this festival gathers world-class sand sculptors who showcase their incredible talents to hundreds of thousands of visitors each year.

Drawing diverse audiences and families from all over the world, the festival is a vibrant celebration of artistry, culture, and community. Beyond the sand sculptures, the event features over 75 food vendors, food trucks, and exhibitors, live music, interactive activities, amusement rides, fireworks, and a vibrant atmosphere, creating a memorable experience for attendees of all ages.

As a beloved tradition, the festival serves as a testament to the power of creativity and collaboration, fostering a sense of unity and appreciation for the arts along the picturesque coastline of Revere Beach.

CONTACT NAME:	COMPANY / FOOD TRUCK NAME:	TITLE:
EMAIL:	PHONE:	
ADDRESS:		
PRODUCTS IN VENDOR SPACE (Must be preapproved):		

**FOOD TRUCK PRICING**  
**Before April 1st | After April 1st**  
**\$2,000                      \$2,500**

**PLEASE EMAIL THE APPLICATION TO:**  
[info@reverebeachpartnership.com](mailto:info@reverebeachpartnership.com)

**MAKE CHECKS PAYABLE TO\*:**  
The Revere Partnership  
800 W Cummings Park, Suite 3700  
Woburn, MA 01801

\*Please indicate in the memo which Food Truck the check is for\*

## IMPORTANT INFORMATION

- Electricity, tables, and chairs are not provided. All food trucks must be fully contained within their designated food truck spaces of 15' x 40'. If you need additional food storage space, you must request this ahead of time and there will be an additional charge. All food trucks must pass inspection by the City of Revere Fire Inspector on the morning of the event and will not be allowed to operate until an inspection is passed.
- Food trucks will not be permitted to sell bottled water, soft drinks, or other similar products, including, but not limited to, brand-name or store-bought beverages of any kind. All products or sellable items are subject to approval by RBP and the product must be listed specifically on the application. Failure to comply will result in expulsion from the event and forfeiture of payment.
- The food truck can select its zone for the duration of the festival. Final placement within each zone during event days will be determined on a first come first serve basis upon arrival each morning of the event. Food Truck zone will not be confirmed until payment is made in full.
- RBP reserves the right to make any changes necessary to the final site map and food truck location if necessary.
- Food trucks must be in place no later than 9:30 am to ensure smooth operations and inspections.

# TERMS AND CONDITIONS

This food truck agreement is between \_\_\_\_\_ (food truck) and the Revere Beach Partnership ("RBP"). Each occurrence of the Revere Beach International Sand Sculpting Festival is referred to as the "ISSF".

## Section 1 - Grant of Space

Upon acceptance of the food truck Application, signed contract, and receipt of payment, RBP will grant the food truck the right to use an appointed designated space (15'x40') in the ISSF ("the space") on Friday, July 19th, Saturday, July 20th, and Sunday, July 21st. Load-in time for the festival will begin at 6 am on Friday, July 19th. Food trucks must be in place no later than 9:30 am to ensure smooth operations and inspections. All food trucks are required to exit the festival each night following the close of the event.

### Festival hours are:

- Friday: 10 am-10 pm
- Saturday: 10 am-10 pm
- Sunday: 10 am-8 pm

## Food Truck Qualification

- For the ISSF a food truck is generally defined as a full-time established food truck business that has been permitted for at least six months in Boston or other similar metropolitan areas. A mobile food truck is a retail food establishment located on a vehicle, where food is cooked, prepared, and served for individual portion service. Food trucks contain a complete full-service commercial kitchen and are typically 18-24 feet long and 8 feet wide. Food trucks must drive under their own power and do not require the use of an additional vehicle. All valid licenses and vehicle registrations must be provided 14 days before the event.
- Food Truck Requirements
- No more than 2- 100lb propane tanks are allowed (200lbs aggregate)
- If LPG storage compartments are on the rear of the truck, the bumper shall extend beyond the compartments.
- A commercial kitchen hood and suppression system is required for any vehicle with a grill, stove, or deep fryer.
- At the time of inspection, the hood shall be clean and have a current inspection sticker
- A Class K extinguisher of sufficient size and a minimum 20 BC extinguisher shall be installed within the truck cooking area. Extinguishers within the cab area of the truck do not count towards this requirement.
- Food trucks shall maintain a minimum spacing no closer than 10 feet from the front and rear bumpers of other trucks

## Section 2: Laws and Permits

- Food trucks must comply with all relevant local, state, and federal laws. Food trucks are responsible for collecting and paying any applicable sales and meal taxes.
- The food truck is responsible for obtaining and paying all permits and taxes that are required for operation, including state sales tax.
- Food trucks are responsible for obtaining any applicable permits and licenses. Permit fees are an additional cost paid directly to the City of Revere. To obtain a permit, please contact Hamza Azib, Food and Health Inspector for the City of Revere. He can be reached at [hazib@revere.org](mailto:hazib@revere.org) – 781-485-8470.
- A fuel storage permit is required for all generators not fueled directly from a fuel storage tank.
- An open burning/ cooking permit shall be required for any food truck providing these services.

## Section 3: Use of Space; Food Truck Conduct

- Food trucks' use of the space is non-transferable. A food truck may not allow anyone else to use the space without the express written permission of RBP. Food Truck may not sublet the space to any other exhibitor.
- Food truck must keep all their merchandise within the allotted boundaries of the space.
- Amplified music is only allowed with written consent by RBP.
- Food trucks must be set up and ready for operation by 9:30 am all three days of the ISSF (the official opening time of the ISSF) and must vacate the ISSF grounds within one hour after the official closing time of the ISSF. Once a food truck is in place, they will not be allowed to leave for any reason, unless there is an emergency and has been given permission from the RBP.
- No outside vehicles besides the permitted food truck are allowed in the ISSF during operating hours. Merchandise or supplies must be transported by hand or on all small carts. Each food truck will be given 1 parking permit that can be used during the festival in the reserved vendor parking area. Parking is limited and not guaranteed and is the sole responsibility of the food truck. Each food truck is responsible for additional parking arrangements

Initials

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- Food trucks must remove their trash from their space and dispose of trash in containers provided by the Department of Conservation and Recreation (“DCR”). Food trucks must leave the space trash-free and in the same condition as when provided. The food truck will be charged a \$500 penalty for any debris or trash left on-site with photographic evidence
- Food trucks must wait until any hot coals are cool to the touch before dumping them in the trash. Dumping hot coals in the trash is a safety hazard and will result in a \$1,000 fine.
- Food trucks shall not sell, distribute, or consume any beverages at the festival during the entire period of the festival. Failure to comply will result in the closure of both until compliance. Non-compliance will result in automatic forfeiture of all fees and deposits to RBP.
- Food trucks shall be subject to and shall comply with all the food truck rules and regulations of the City of Revere Department of Health, including complying with all regulations applicable to a temporary food establishment. If propane is used, fire extinguishers must be present and to code.
- Setup and breakdown procedures will be coordinated by RBP.
- Smoking of any type, including cigars and cigar rolling, is not permitted in the food vending area.
- Please refer to the Revere Fire Department/ Office of Fire Protection for additional guidelines for Food and Beverage Food trucks at Outside Cooking Events.
- A minimum of 10 feet must be maintained between food trucks at all times. Food trucks that extend beyond their allotted space will be required to comply with the limits immediately. Upon the second offense, the food truck will be asked to leave the festival immediately with the assistance of the State Police.

#### Section 4: Advertising

- Any food truck wishing to advertise must do so at its own expense. Any advertising must be approved by RBP before publishing.

#### Section 5: Force Majeure and Covid-19

- The Revere Beach Partnership will require all vendors to adhere to all COVID-19 restrictions in place during the time of the event.
- RBP offers no guarantee or warranties of any kind. The ISSF takes place rain or shine. No refunds or rain checks will be given. There will be no refunds whatsoever if any unforeseen acts of God, terrorism, or war result in the cancellation of the event.
- In no event shall RBP and its associates be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, governmental actions such as, but not limited to, COVID-19 work stoppages/closures, nuclear or natural catastrophes or acts of God, interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the RBP shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances

#### Section 6: Causes for Denial of Selling Privileges; Disciplinary Action

- Any food truck that seeks to evade, or refuses to make payment of, the proper rental fees will be denied selling privileges.
- Use of racial or ethnic slurs, profanities, derogatory language, or other inappropriate behavior will not be tolerated on ISSF premises and will be cause for denial of selling privileges.
- If RBP learns of written or verbal complaints against a food truck showing reasonably conclusive evidence that the food truck has practiced deception by either: (i) displaying or selling merchandise packaged to misrepresent the quality or condition of such merchandise, or (ii) giving false information regarding the origin, variety, quality, condition, or value of the merchandise, RBP may revoke this contract or take other appropriate action.
- RBP may take appropriate action against any food truck that fails to comply with relevant laws (federal, state, and local), this food truck contract, or other rules established by RBP. Such actions may include but are not limited to revocation of this contract, permanent denial of selling privileges, or other relief deemed necessary by RBP. RBP may impose additional rules and regulations, as the RBP deems necessary. RBP will notify food trucks of these additional rules.

#### Section 7: Insurance

**IMPORTANT \* THE NAMED INSURED ON ALL CERTIFICATES OF INSURANCE MUST BE THE EXACT LEGAL NAME OF THE EXHIBITOR/CONCESSIONAIRE AND MUST BE IDENTICAL TO THE NAME OF THE EXHIBITOR. CONCESSIONAIRE LICENSEE ON THE LICENSE AGREEMENT.**

- Tax Classification Form- must be filled out and returned with your agreement.
- All Food trucks are required to submit to RBP Certificates of Insurance naming the Revere Beach Partnership as Additional Insured and evidencing the following types of insurance and coverage limits

**Initials**

- General Liability Certificate: \$2,000,000 General Aggregate limit, \$1,000,000 per Occurrence Products-Completed operation limit
- Auto Insurance: \$1,000,000 Combined Single Limit Each Accident
- Workers Compensation Coverage: \$100,000 for each accident, each employee, and \$500,000 policy limits
- All Food truck's Business Name or d.b.a name must be shown on the certificate as well as all permits and applications

### Section 8: Incorporation and Modification

This document included all components of the agreement of the parties and is fully incorporated herein. The Application materials provided by the food truck to the RBP shall be incorporated herein by reference. No other promises were made before the execution of this agreement; however, such modification shall only be binding upon the parties by a signed written agreement. No oral modification or agreement outside the scope of this agreement shall be binding upon either party.

### REQUIRED DOCUMENT CHECKLIST

	<b>Food Truck Permit - City of Revere Health Department</b> Hamza Azib, hazib@revere.org, 781-485-8470
	<b>Fuel Storage Permit - Revere Fire Department</b> Lt. Erin Leary, eleary@revere.org, 781-286-8363, x64031
	<b>Certificate of Insurance</b>
	<b>ISSF Food Truck Permit</b> (issued upon arrival for the event)

### SIGNATURE AND ACKNOWLEDGEMENT

By signing below, I hereby acknowledge that I have completely read and fully understand the Application, Terms & Conditions. Fulfillment of this Food Truck form does not guarantee or secure your spot in the 2024 International Sand Sculpting Festival. All forms are reviewed and approved by the event committee.

<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>