

May 25, 2017

Dear Food Vendor:

Thank you for your interest in participating in the 34th edition of the Miami Book Fair International Street Fair, which will be held on November 17, 18, and 19, 2017, at Miami Dade College's Wolfson Campus. In an effort to promote variety and quality, we are enhancing the food vendor area. Your participation in the Street Fair is greatly anticipated and appreciated.

Included in this packet are the forms needed to become a food vendor during the Street Fair. Please be sure to read over every item carefully and complete all of the required forms. All fees and application forms must be received and approved by **September 18, 2017**, in order to secure your participation. Space is limited, so please be sure to reserve your space early.

Please remember that applications will be processed when payment is received in full. All payments must be in a credit cards, cashier's check or money order made payable to Miami Dade College. If you are approved, you will receive an approval letter confirming the items that you will sell.

All forms and payments should be sent to:

Giselle Hernandez
Miami Dade College
Miami Book Fair Department ("Department")
300 NE 2nd Ave., Freedom Tower 7th Floor
Miami, FL 33132
(305) 237-7844

If you have any questions, please contact Randy Jimenez at (305) 237-3940. Thank you for your support.

Sincerely,



Delia Lopez
Director of Operations

FOOD VENDOR LICENSE AGREEMENT

This contract is being entered into between the District Board of Trustees of Miami Dade College (“College”) which is hosting the 34th edition of the Miami Book Fair International, herein referred to as the “Book Fair”, and

Business Name (Please print in this Section)

Contact Name

Address (City, State & Zip Code)

Business Phone

Contact Phone

Email Address

herein referred to as the “Food Vendor”.

The College is offering “vending space” to the Food Vendor at the Book Fair under the terms and conditions set forth in this contract.

THE EVENT: The Book Fair’s annual Street Fair event will be on **November 17, 18, and 19, 2017**. The hours for each day will be **10:00 am - 6:00 pm**. The Food Vendor is authorized to set up no sooner than 24 hours prior to the event and no later than the opening of the event. The Food Vendor is authorized to dismantle no sooner than the close of the event and no later than 24 hours afterwards. The College has the right to cancel the Book Fair and/or the Street Fair due to inclement weather or other disruptive events beyond the control of the College.

VENDING SPACE: The College will provide vendor space (depending on choice and availability) for the Food Vendor’s use during the time of the event. Such space will be designated by the College’s Miami Book Fair Department (“Department”). Notification of the site of this space will be made upon acknowledgment of receipt of this signed contract and once the total monies due have been received.

These spaces will be assigned upon notification of the Food Vendor’s needs, full payment and receipt of this contract. All tables, chairs, cases, goods and equipment must be maintained within the confines of the space provided unless specific permission has been granted by the Department. Failure to remain within the confines of the space allows the College the right to eject Food Vendor from the premises and/or make this contract null and void, with no monies refunded to the Food Vendor.

PHOTO RELEASE: During the course of the Book Fair, the College or its agents may take photographs and/or video or other footage of the Street Fair (“Footage”). Food Vendor, on behalf of itself and its employees and volunteers, hereby grants the College and its agents irrevocable and unrestricted right to use, publish or republish Footage of Food Vendor or its employees or volunteers, their names and likeness and Food Vendor, on behalf of itself and its employees and volunteers, hereby releases the College and its agents from use of Footage for, including, but not limited to, publication or broadcast of such Footage in brochures, advertising, promotional and other media, in any manner or medium without restriction. Food Vendor, on behalf of itself and its employees and volunteers, also releases and hold harmless the College, its trustees, officers, directors, employees, agents, and volunteers (“College Indemnitees”) from any reasonable expectation of privacy or confidentiality associated with the Footage.

DAMAGE: The Food Vendor agrees to be liable for any damage to booths, tents, walls, tables, floors, woodwork, or other fixtures on the premises, or to the other Food Vendors’, Exhibitors’, City or College or others’ property which may be caused by the acts of the Food Vendor or its employees, agents, servants or volunteers.

LIABILITY LIMITATIONS: The College will not be responsible for any damages, accidents, or injury that may happen to the Food Vendor or its employees, agents, servants, invitees, and any and all participants and/or property arising out of, resulting from or in connection with its operations at the Book Fair or its use of space at the Street Fair and the said Food Vendor, on behalf of itself or employees, agents, servants, spectators, hereby releases and holds harmless the College Indemnitees from, and agrees to indemnify them against, any and all claims for such damage, accident, or injury.

The Food Vendor agrees that College Indemnitees shall not be held responsible for fire, theft, or other damages, whether caused negligently, willfully or otherwise, and they are expressly released from any and all liabilities for any loss, injury, or damage to persons or property before, during or after the event.

Food Vendor understands that the Street Fair is an outdoor event occurring in South Florida, an area that is prone to heat, rain, and thunderstorms. There will be no refunds to Food Vendor due to inclement weather before, during or after the Street Fair.

The parties agree that IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR OTHER INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS OR GOODWILL) RELATED TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

RESTRICTIONS: The use, distribution, and/or sale of alcoholic beverages are strictly prohibited. Food Vendors will not be permitted to sell products not specified in the questionnaire and confirmed/approved by the Department.

Additionally, Food Vendors are prohibited from selling the following items: frozen or unfrozen lemonade products.

ELIGIBILITY: The Department has the right to approve Food Vendor and items to be sold and to determine if such items are unsuitable. It is not the Department's intention to place unreasonable restrictions upon the Food Vendor.

FAILURE TO FULFILL CONTRACT: In the event the Food Vendor fails to fulfill terms and conditions of this contract, all reservations for vending space, contract deposits, and all monies shall be retained by College and the decision of whether or not a violation of the Contract has occurred shall be in the exclusive discretion of the College.

CANCELLATION AND MODIFICATION: The College reserves the right to rescind and cancel this contract under the clauses of this contract or any other reason that the College deems reasonable and necessary. No modification of this contract is binding unless approved by the College and noted on this contract.

The College reserves the right to alter location of Food Vendor at any time.

Should the Food Vendor deem it necessary to cancel this contract, the Department must receive written notice no later than October 9, 2017. If notice of cancellation is actually received on or before October 9, 2017, Food Vendor shall receive a refund of monies paid to the College, minus a \$100.00 cancellation fee. If notice of cancellation is actually received after October 9, 2017, no refund shall be made.

No prior or present agreement or representations shall be binding upon any parties hereto included unless incorporated in this contract.

RULES AND REGULATIONS: The Department shall have the right to make such rules and regulations for the event as it deems proper and may amend them at any time, and such rules and regulations or amendments shall be conclusive to both parties.

SECURITY: The Food Vendor is responsible for his/her own security with respect to cash or tangible property brought for or to the Book Fair and the College will not be responsible for same. The College will be providing general security for the premises 24 hours a day during the Book Fair.

PRICE: The Food Vendor will pay the College the sum of:

- *\$3,500 to lease a **Food Court Tent** (20' width x 20' length)*
- *\$1,900 to lease an **Booth** (10' width x 10' length)*
- *\$1,500 to lease space for **cart or trailers over 10 ft.***
- *\$1,300 to lease space for **cart or trailers under 10 ft.***
- *\$1,000 to lease space for a **cart under 6 ft.** (including one cooler)*

Payment must be in full and received when the completed contract and questionnaire are returned to Department. No partial payments will be accepted. All payments must be made by CREDIT CARD, CASHIER'S CHECK OR MONEY ORDER payable to "**Miami Dade College**". **Personal or company checks will not be accepted.**

LICENSE, INSURANCE, AND CONDUCT: No later than October 9, 2017, Food Vendor(s) will provide Department with each of the following:

- a) **Certificate of Insurance** showing that the Food Vendor has in force, for the dates of the Book Fair, commercial general liability insurance having a minimum policy limit of \$500,000 per occurrence. This policy must be endorsed to show that the District Board of Trustees of Miami Dade College has been named as an additional insured.
- b) A copy of the adequate license:
- c) **Annual Food Permit** from the Department of Agriculture and Consumer Services is required for any business or person in the business of manufacturing, processing, packing, holding, preparing, or selling food wholesale or retail.
- d) **DBPR Mobile License**
- e) **Temporary Permit to Operate**
- f) **Temporary Event Vendor License** effective for the dates of Miami Book Fair International Street Fair, November 17, 18, and 19, 2017 for all other food vendors.

All food vendors, unless exempted, must obtain a license from DBPR during the event. For additional information, any questions or concerns email Customer Contact Center at callcenter@dbpr.state.fl.us or call (850) 487-1395 and for the Annual Food Permit contact the Department of Agriculture and Consumer Services Division of Food Safety at (850) 245-5520.

Food Vendor's failure to provide each of the foregoing by the specified date will make this contract null and void and Food Vendor will receive no refund of any monies paid to the College. **Food Vendor warrants that during the course of the Book Fair, it will comply with all applicable Miami-Dade County or City of Miami police, fire, or other regulations governing the sale of food and beverages approved to be sold at the Book Fair and Food Vendor agrees that its failure to do so will be grounds for immediate expulsion from the Book Fair with no refund of monies paid to the Food Vendor.**

WHEREFORE: The parties hereto read, understood, and agree to all the terms and conditions set forth above, we now, therefore, set our hands and seals on the date below written.

FOR FOOD VENDOR

Signed:

Food Vendor

Name (Please Print)

Title

Date

**FOR THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE
COLLEGE**

Signed:

College Designee

Name

Title

Date

FOOD VENDORS QUESTIONNAIRE

November 17, 18, and 19, 2017

Please list below **ALL PRICES AND FOODS** that you will be selling during the Book Fair. If necessary, attach a separate sheet of paper. The use, distribution and/or sale of alcoholic beverages are strictly prohibited. Food Vendors will not be permitted to sell products not specified in the list below and is confirmed/approved by the Department. **Additionally, Food Vendors are prohibited from selling the following items: frozen or unfrozen lemonade products.**

Please note that the price entered cannot be changed. You will be required to have signage with the correct price entered in this contract for the duration of the Street Fair which will be November 17, 18, and 19, 2017. (If necessary attach a separate sheet with prices)

[illegible]

PLEASE SPECIFY TYPE AND NUMBER:

Food Court Tent (20' width x 20' length) at **\$3,500 each**.....How many? _____
 Booth (10' width x 10' length) at **\$1,900 each**..... How many? _____
 Food Truck, Cart or Trailer **over** 10 feet at **\$1,500 each**.....How many? _____
 Cart or Trailer **under** 10 feet at **\$1,300 each**..... How many? _____
 Cart or Trailer **under** 6 feet at **\$1,000 each**.....How many? _____

IF COOKING ON THE PREMISES, PLEASE NOTE HOW YOU WILL BE PREPARING THE FOODS YOU WILL BE SERVING:

Electricity _____ Generator _____ Gas _____ Charcoal _____

Other (Please explain) _____

PLEASE CHECK IF YOU WILL NEED THE FOLLOWING:

Electricity (110 or 220) _____ Amperes (state approx. number) _____

Miami Book Fair

 Miami Dade College



PLEASE INDICATE PAYMENT METHOD:

_____ **Cashier's Check or Money Order** (payable to **Miami Dade College**)
Personal or company checks will not be accepted.

_____ **Credit Card**

☐ Visa ☐ Master Card ☐ American Express

Card Number: _____

Expiration Date: _____

Security Code: _____
(3 or 4 digit number on the back of the card)

Billing Address: _____

City: _____ State: _____ Zip code: _____

Name: (as it appears on card) _____

Signature: _____

PLEASE PRINT OR TYPE THE INFORMATION BELOW:

Business Name _____

Contact Name _____

Address _____
(City) (State) (Zip)

Email Address _____

Website Address _____

Contact Phone Number _____

Signature _____ Date _____

Date Received by Miami Book Fair Department _____

VENDOR REQUIREMENTS

AS PER THE AGREEMENT REACHED BETWEEN MIAMI DADE COLLEGE AND THE CITY OF MIAMI REGARDING VENDORS, YOUR COOPERATION IN ADHERING TO THE FOLLOWING INSTRUCTIONS WILL ASSURE A SAFE AND SMOOTH FESTIVAL.

1. All vendors must display a Parking Lot voucher (provided by Miami Dade College) on the dashboard of their vehicle to gain access to the vendor's area.
2. All vendors will be required to unload their vehicles and park their cars or trucks off the site.
3. Vendors must display in a visible place at all times their Annual Food Permit, DBPR Mobile Vendor License or Temporary Permit to Operate. Vendors who do not display their permit/license will not be permitted into the Festival site and/or will be required to close down operations. The police will enforce this regulation.
4. Vendors who will be cooking (charcoal or otherwise) will be required to have in their possession at least 5 lb fire extinguisher, with Class A or B rating. This extinguisher must be in serviceable condition, and will be checked by the Fire Inspectors assigned to the event. If no extinguishers are present, the vendor will be shut down until one is obtained.
5. All cooking (charcoal or otherwise) will be conducted in the open area, and precautions will be taken to protect the public from having any accidental contact with the cooking areas.
6. All stands or tables supporting cooking facilities will be of stable construction, so as to prevent any accidental knocking over by the public or vendor.
7. All sidewalk areas to be kept clear.
8. All booths shall be set up just off the curb area.
9. Hot coals will NOT be allowed to be dumped into any trash containers.
10. All hot coals will be extinguished by the vendors prior to leaving the area.
11. No glass containers are allowed for dispensing beverages.
12. All vendors must bag their trash in durable plastic containers and must secure them properly to avoid spillage or breakage. Sanitation will pick up the trash bags at the end of the day.
13. All propane tanks or other upright tanks will be secured in a manner to prevent accidentally being knocked over.
14. All propane tanks not being used shall have their caps in place.
15. Vendors must operate within the confines of their space and will not be allowed to block the sidewalk with tables or chairs nor utilize more space than authorized.
16. Electrical connections are subject to code requirements and may require approval by the College's electrical department. (Extension cords are not provided by the College)
17. All extension cords used must be secured in a safe manner, so as not to present a hazard to the public.

NOTICE

**PURSUANT TO ORDINANCE NO. 9777
(MIAMI, FLORIDA, CODE OF ORDINANCES Section 54-13)**

It shall be unlawful to drink or eat from any open glass or open metal container during certain open air, outdoor cultural, art, park or street festivals in or within two blocks of the authorized area for such event.

It shall be unlawful for owners or operators of business establishments or vending stands located in or within two blocks of the area authorized for the event described below knowingly to allow any person to leave the premises carrying an open glass or open metal container in the case of a business establishment, or to sell or dispense food or beverages in glass or metal containers in the case of a vending stand.

"Open glass container" is defined in the ordinance as any receptacle made of glass whose seal has been broken, or whose contents are exposed to the air.

"Open metal container" is defined in the ordinance as any receptacle made of metal whose seal has been broken, or whose contents are exposed to the air.

IMPORTANT NOTICE VENDOR CONTRACT

DEADLINE: OCTOBER 9, 2017

July 14, 2017

Dear Food Vendor:

We are writing to remind you that as stated in the Miami Book Fair International Food Vendor Contract, vendors must provide Miami Dade College with each of the following no later than October 9, 2017:

- a) **Certificate of Insurance showing that the Food Vendor has in force, for the dates of the Book Fair, commercial general liability insurance having a minimum policy limit of \$500,000 per occurrence. This policy must be endorsed to show that the District Board of Trustees of Miami Dade College has been named as an additional insured.**
- b) A copy of the adequate license:
- g) **Annual Food Permit** from the Department of Agriculture and Consumer Services is required for any business or person in the business of manufacturing, processing, packing, holding, preparing, or selling food wholesale or retail.
- h) **DBPR Mobile License**
- i) **Temporary Permit to Operate**
- j) **Temporary Event Vendor License** effective for the dates of Miami Book Fair International Street Fair, November 17, 18, & 19, 2017 for all other food vendors.

All food vendors unless exempted must obtain a license from DBPR during the event. For additional information, any questions or concerns, email Customer Contact Center at callcenter@dbpr.state.fl.us or call (850) 487-1395 and for the Annual Food Permit contact the Department of Agriculture and Consumer Services Division of Food Safety at (850) 245-5520.

Failure to provide each of the foregoing by the specified dates will make this contract null and void and Food Vendor will receive no refund or monies paid to the Miami Dade College.

Sincerely,



Delia Lopez
Director of Operations

FOOD VENDORS CHECK LIST

PLEASE READ CAREFULLY

1. Submit Application packet and fees by September 18, 2017 _____
2. Submit a copy of the adequate license by October 9, 2017 _____
3. Submit Certificate of Insurance by October 9, 2017 _____
4. Have list of items with prices to be posted at Food Court Tent or Booth. _____

Note: Additionally, Food Vendors are prohibited from selling the following items: frozen or unfrozen lemonade products.

Please note that the price entered cannot be changed. You will be required to have signage with the correct price entered in this contract for the duration of the Street Fair November 17, 18, and 19, 2017.

Please be sure to review the checklist for food vendors and have all items completed. Any missing documents should be sent to Giselle Hernandez, if you have not already done so. We are very excited about having you participate in this year's Book Fair. If you have any questions, please contact Randy Jimenez (305) 237-3940. Thank you for your support.



Guide To Temporary Food Service Events

*For Florida's
Public Food Service
Establishments*



**Division of
Hotels and Restaurants**

Florida Department of
**Business
Professional
Regulation**

Water

All food service operations that prepare or portion food on the premises must provide an adequate supply of potable water for purposes of cleaning and employee handwashing. Municipal connections, holding tanks or portable containers are accepted means to provide an adequate supply.

Steam used in contact with food or food-contact surfaces must be free from contamination.

Solid and Liquid Waste

Operators must remove all garbage and rubbish from the premises often enough to prevent nuisance conditions and dispose solid waste properly in tight-fitting, covered containers.

Operators must dispose liquid waste in a public or other approved sewerage system.

Required Items

- Sanitizer (properly diluted, unscented bleach may be used)
- Probe thermometer
- Chemical test strips (for measuring sanitizer concentration)
- Adequate facilities to wash, rinse and sanitize equipment and utensils or access to such facilities at an approved commissary or food service establishment
- Hair restraints
- Adequate supply of back-up utensils
- Adequate supply of potable water
- Soap and single-service towels
- Adequate equipment and facilities to maintain food at the proper temperatures
- Adequate protection from flying insects, vermin, dust, dirt and weather
- Adequate protection for displayed, prepared, and stored food
- If required by local fire authority, properly tagged and sized portable fire extinguisher

www.MyFloridaLicense.com/dbpr/hr



Temporary Food Service Events

A temporary food service event is an event of 30 days or less in duration where food is prepared, served, or sold to the general public and is advertised and recognized in the community. A temporary food service establishment or vendor is a participant at a temporary food service event.

We developed this guideline for temporary events from Chapters 61C-1 and 61C-4, Florida Administrative Code, and Chapter 509, Florida Statutes.

Licensing

A public food service establishment or other food vendor must obtain a license from the division for each temporary food service event in which it participates (unless exempted). Annual temporary event licenses are also available which allow participation in an unlimited number of temporary events. The division will inspect temporary events and if minimum sanitation standards are not met, the food service operation will be discontinued until corrections are completed and verified by the division.

Sponsors of a temporary food service event must notify the division of the following items no less than three business days prior to the scheduled event.

- 1) Type of food service proposed,
- 2) Time and location of the event,
- 3) Complete list of food service vendor owners and operators participating, and
- 4) Current license number of each public food service establishment participating.

Notification: Event sponsors may complete notification requirements by telephone at 850.487.1395, in person at the appropriate district office or in writing. A public food service establishment or food service vendor may not use this notification process to circumvent the license requirement.

The division keeps record of all notifications received for proposed temporary food service events and provides appropriate educational materials to the event sponsor.

Group License: The division may issue a group license to a vendor with multiple units serving a single non-potentially hazardous food (e.g., churros). All grouped units must serve the same food. Foods requiring additional preparation or handling are not eligible for group licensing. All qualifying units must be inspected in a single location.

Licensing Exemptions

Public food service establishments operating under a current license from the division or from the Department of Agriculture and Consumer Services may operate under the regulations of those licenses at temporary food service events of 1-3 days. For events of 4-30 days, such establishments must purchase a temporary food service event license.

Temporary events such as carnivals, fairs, or other celebrations operated on church or school property or operated by a nonprofit civic, fraternal or religious organization licensed by the Department of Health are exempt from licensing and inspection by the Division of Hotels and Restaurants. These vendors must notify the local county health department of any proposed event held at such a location.

Fees

Temporary public food service establishments and vendors are required to pay the following license fees at the time of licensing:

1-3 day event	\$91
4-30 day event	\$105
Annual	\$1,000

The division does not accept cash payments for fees at temporary events. The division accepts cashier's checks, money orders or other certified payments.

Fire Safety

Fire Safety Code requires a portable fire extinguisher. Check with the local fire authority for specific requirements pertaining to the size, type or tagging of required fire extinguishers or other fire related requirements.

Personnel

Employees may not touch ready-to-eat (RTE) food with their bare hands unless there is a written Alternative Operating Procedure (AOP) available that has been approved by the division. Without an approved AOP, employees must use suitable utensils such as deli tissue, spatulas, tongs, single-use gloves, or dispensing equipment when handling RTE food.

Food service workers transmit most foodborne disease causing germs to foods. That is why it is so important for employees to maintain high standards of personal cleanliness. All personnel must wash hands prior to beginning work, when returning to work after any break in food preparation activities, when putting on or changing gloves, or any time their hands become soiled.



Smoking is prohibited in warewashing, food preparation and food storage areas.

Personnel must wear clean outer garments, effective hair restraints and no jewelry on their hands or arms (except plain wedding bands). If worn, artificial and painted fingernails must be covered by intact gloves.

All personnel must be free of open sores and skin infections, respiratory infections, upset stomach, diarrhea or other communicable diseases.

Facilities

The specific requirements for the temporary event physical facility where food is prepared or handled are based on the length of the event, the type of food that is prepared or served, and the extent of food preparation conducted at the temporary facility. Minimum requirements may include:

- 1) Food service operators must provide overhead protection if food is prepared or portioned or warewashing is done onsite.
- 2) Flooring may be concrete, machine-laid asphalt or dirt/gravel if it is covered with mats, removable platforms, duckboards, or other suitable approved materials that effectively control dust and mud and are graded to drain.
- 3) Walls and ceilings must be constructed of a material that protects the interior from the weather, windblown dust and debris, or other forms of cross contamination.
- 4) When potentially hazardous food is prepared at events of 4-30 days in length, the physical structure where the food preparation occurs must be protected against flying insects and other vermin by:
 - a) 16 mesh to 1 inch screens;
 - b) Properly designed and installed air curtains; or
 - c) Other effective means.
- 5) A three-compartment sink is required within the temporary food service for washing, rinsing and sanitizing utensils and equipment. If this activity is conducted at an approved, remotely located commissary or food service establishment, an adequate supply of spare preparation and serving utensils must be maintained on the premises in case the original utensils become soiled.
- 6) A handwashing facility is required. This facility may be a clean, portable container equipped with an on/off valve. Soap and single-service paper towels must be available for handwashing and hand drying.

To Prevent Foodborne Illness

- Obtain foods from an approved source. Home prepared food is not allowed.
- Wash hands thoroughly before handling food, single-service items and clean equipment and utensils.
- Maintain hot foods at temperatures of 135° Fahrenheit or above.
- Maintain cold foods at temperatures of 41° Fahrenheit or below.
- Cook pork to a minimum temperature of 145° Fahrenheit for at least 15 seconds.
- Cook beef to a minimum temperature of 155° Fahrenheit for at least 15 seconds.
- Cook chicken and other poultry to a minimum temperature of 165° Fahrenheit for at least 15 seconds.
- Reheat cooked foods to a minimum temperature of 165° Fahrenheit within two hours for hot holding.
- Check food temperatures frequently with a probe type thermometer.
- Heat foods quickly and cool foods rapidly.
- Keep raw and cooked foods separated.
- Thaw foods properly: completely submerged under cold running water not longer than four hours, as part of the cooking process, or under refrigeration.
- Use single-service articles whenever possible.
- Keep foods covered and protected from dust, dirt, insects, vermin and human cross contamination.
- Protect all food, including displayed food, from customer contamination (touching, coughing, sneezing, etc.).
- Minimize handling of foods before, during and after preparation.
- Do not store food directly in contact with ice used for beverages.
- Do not use swollen, leaking or damaged canned goods.
- Store all food products and equipment at least six inches off the ground.



When in doubt, throw it out!