March 15, 2017

Dear Food Vendor:

Thank you for your interest in participating in the Little Haiti Book Festival, which will be held on Sunday, May 28, 2017, at the Little Haiti Complex Center. In an effort to promote variety and quality, we are enhancing the food vendor area. Your participation at the Book Festival is greatly anticipated and appreciated.

Included in this packet are the forms needed to become a food vendor during the Book Festival. 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 **May 1st, 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 by credit card online. If you are approved, you will receive an approval letter confirming the items that you will sell.

All forms should be sent to:

Jan Mapou Libreri Mapou 5919 NE 2nd Ave. Miami, FL 33137 (305) 757-9922

If you have any questions, please contact Michelle Fievre at mfievre@mdc.edu or Christine Ferreras at cferrer2@mdc.edu. Thank you for your support.

Sincerely,

Jan Mapou

Sosyete Koukouy

Libreri Mapou

Little Haiti Book Festival

Jan Mapou

FOOD VENDOR LICENSE AGREEMENT

This contract is being entered into between the Sosyete Koukouy which is hosting the Little Haiti Book Festival, herein referred to as the "Book Festival", 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".

Sosyete Koukouy is offering "vending space" to the Food Vendor at the Book Festival under the terms and conditions set forth in this contract.

THE EVENT: The Book Festival's annual event will be on **May 28**th **2017.** The hours for the day will be **10:00 am - 7:00 pm.** The Food Vendor is authorized to set up no sooner than 6:00am the day of the event and no later than the opening of the event at 10:00 am. The Food Vendor is authorized to dismantle no sooner than the close of the event and no later than 24 hours afterwards. Sosyete Koukouy has the right to cancel the Book Festival due to inclement weather or other disruptive events beyond the control of the Sosyete Koukouy.

VENDING SPACE: Sosyete Koukouy 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 Sosyete Koukouy's. 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 Little Haiti Book Festival. Failure to remain within the confines of the space allows Sosyete Koukouy 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 Festival, Sosyete Koukouy or its agents may take photographs and/or video or other footage of the Little Haiti Book Festival ("Footage"). Food Vendor, on behalf of itself and its employees and volunteers, hereby grants Sosyete Koukouy 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 Sosyete Koukouy 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 Sosyete Koukouy, its trustees, officers, directors, employees, agents, and volunteers ("Sosyete Koukouy 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 others' property which may be caused by the acts of the Food Vendor or its employees, agents, servants or volunteers.

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 Festival or its use of space and the said Food Vendor, on behalf of itself or employees, agents, servants, spectators, hereby releases and holds harmless Sosyete Koukouy Indemnitees from, and agrees to indemnify them against, any and all claims for such damage, accident, or injury.

The Food Vendor agrees Sosyete Koukouy 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 Book Festival 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 Little Haiti Book Festival.

ELIGIBILITY: The Little Haiti Book Festival has the right to approve Food Vendor and items to be sold and to determine if such items are unsuitable. It is not the Little Haiti Book Festival'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 Sosyete Koukouy and the decision of whether or not a violation of the Contract has occurred shall be in the exclusive discretion of Sosyete Koukouy.

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

Sosyete Koukouy reserves the right to alter location of Food Vendor at any time.

Should the Food Vendor deem it necessary to cancel this contract, the Little Haiti Book Festival must receive written notice no later than May 1, 2017. If notice of cancellation is actually received on or before May 15, 2015, Food Vendor shall receive a refund of monies paid to Sosyete Koukouy, minus a \$25.00 cancellation fee. If notice of cancellation is actually received after May 15, 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 Little Haiti Book Festival 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 Festival and Sosyete Koukouy will not be responsible for same.

PRICE: The Food Vendor will pay Sosyete Koukouy the sum of:

• \$100.00 to lease a **Food Court Tent** (designated area will be determined by the Book Festival representatives 10' width \times 10' length).

Payment must be in full and received when the completed contract and questionnaire are returned to the Little Haiti Book Festival. No partial payments will be accepted. All payments must be made by online via CREDIT CARD, or send a CASHIER'S CHECK OR MONEY ORDER payable to "Sosyete Koukouy". **Personal or company checks will not be accepted.**

LICENSE, INSURANCE, AND CONDUCT: No later than May 15, 2017, Food Vendor(s) will provide Little Haiti Book Festival with each of the following:

- a) Certificate of Insurance showing that the Food Vendor has in force, for the dates of the Book Festival, commercial general liability insurance having a minimum policy limit of \$500,000 per occurrence. This policy must be endorsed to show that Sosyete Koukouy 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 the Little Haiti Book Festival, May 28, 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 Sosyete Koukouy. 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 Festival and Food Vendor agrees that its failure to do so will be grounds for immediate expulsion from the Book Festival with no refund of monies paid to the Food Vendor.

PLEAS	SE SPECIFY TYPE AND I Food Court Tent (10'	_	th) at \$100 each	How many?	
	OKING ON THE PREMI RVING:	SES, PLEASE NO	OTE HOW YOU WILL B	E PREPARING THE FOC	DDS YOU WILL
	Electricity	_ Generator	Gas	_ Charcoal	-
	Other (Please explain) _				-
PLEAS	SE CHECK IF YOU WILL	NEED THE FOL	LOWING:		
	Electricity (110 or 220)		_ Amperes (state approx	. number)	

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	FOR THE SOSYETE KOUKOUY
Signed:	Signed:
Food Vendor	Sosyete Koukouy Designee
Name (Please Print)	Name
 Title	Title
Date	

QUESTIONNAIRE

May 28, 2017

Please list below **ALL PRICES AND FOODS** that you will be selling during the Book Festival. 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 Little Haiti Book Festival.

			_

VENDOR REQUIREMENTS

AS PER THE AGREEMENT REACHED BETWEEN SOSYETE KOUKOUY 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 will be required to unload their vehicles and park their cars or trucks off the site.
- 2. 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.
- **3.** 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.
- **4.** 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.
- **5.** 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.
- **6.** All sidewalk areas to be kept clear.
- **7.** All booths shall be set up just off the curb area.
- **8.** Hot coals will NOT be allowed to be dumped into any trash containers.
- **9.** All hot coals will be extinguished by the vendors prior to leaving the area.
- **10.** No glass containers are allowed for dispensing beverages.
- **11.** 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.
- **12.** All propane tanks or other upright tanks will be secured in a manner to prevent accidentally being knocked over.
- **13.** All propane tanks not being used shall have their caps in place.
- **14.** 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.
- **15.** Electrical connections are subject to code requirements and may require approval. (Extension cords are not provided by the Little Haiti Book Festival)
- **16.** 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: MAY 1, 2017

March 15, 2017

Dear Food Vendor:

We are writing to remind you that as stated in the Little Haiti Book Festival Food Vendor Contract, vendors must provide Sosyete Koukouy with each of the following no later than May 1, 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 Sosyete Koukouy 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 the Little Haiti Book Festival, May 28, 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,

Jan Mapou Sosyete Koukouy

Libreri Mapou

Little Haiti Book Festival

Jan Mapou

Guide To

Temporary Food Service Events

For Florida's
Public Food Service
Establishments



Division of Hotels and Restaurants



www.MyFloridaLicense.com/dbpr/hr

DBPR Form HR 5030-034

2008 December 24

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 tightfitting, 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

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.

- Type of food service proposed,
- 2) Time and location of the event,
- Complete list of food service vendor owners and operators participating, and
- 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 <u>or</u> 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:

- Food service operators must provide overhead protection if food is prepared or portioned or warewashing is done onsite.
- 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.
- 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.

DBPR Form HR 5030-034

2008 December 24

To Prevent Foodborne Illness

- Obtain foods from an approved source. Home prepared food is not allowed.
- Wash hands thoroughly before handling food, singleservice 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!