

**LOUISIANA PIRATE FESTIVAL - FOOD BOOTH CONTRACT**

**P.O. Box 679**

**LAKE CHARLES, LA 70602-0679**

**(337) 436-5508**

**E-mail: [info@louisianapiratefestival.com](mailto:info@louisianapiratefestival.com)**



Dear Vendor,

Enclosed you will find the requirements and a contract for a concession booth space at the Louisiana Pirate Festival, to be held May 4 – May 14, 2023 at the Lake Charles Civic Center. If you desire to have a booth on the grounds, please complete and return the enclosed contract with your deposit and proof of insurance to the Louisiana Pirate Festival office by May 3, 2023.

Please note that as we continue to make improvements to the 2023 Louisiana Pirate Festival, the festival footprint and logistics will be the same as last year. We have made a few changes to ensure that the layout will be suitable for everyone. Also, in keeping with the Louisiana Pirate Festival name, all vendors will be encouraged to present a Pirate theme in their booths with Pirate-type décor, hats and/or costumes.

All contracts must be approved by the Louisiana Pirate Festival Board of Directors. If for any reason your booth is not accepted, your deposit will be returned to you immediately. Once your booth is accepted, there will be ***NO REFUNDS, NO EXCEPTIONS!***

Vendors are encouraged to promote their participation on social media and in any marketing to their customer base.

When returning contracts, you may print and complete the contract and return via email or you may mail your contract with payment to the following address:

**Louisiana Pirate Festival, Inc.  
PO Box 679  
Lake Charles, LA 70602-0679  
ATTENTION: Vendor Coordinator**

(Should you choose to email your contract and all documentation, we will send you an invoice via PayPal for your payment. Once payment is received and verified, your contract will be presented for approval.)

Sincerely,

*Rebecca Moss*

**Executive Director – 2023 Louisiana Pirate Festival**  
[info@louisianapiratefestival.com](mailto:info@louisianapiratefestival.com)



**2023 Food Vendor Information & Application**  
**Lake Charles Civic Center, Lake Charles, LA**  
**May 4 – May 14, 2023**

**DATES OF OPERATION & VEHICLE ACCESS**

The booths will be available to open during the Louisiana Pirate Festival operating hours:

Thursday, May 4 (4pm - 10pm)

Friday, May 5 (4pm - 11:59pm)

Saturday, May 6 (10:00am - 11:59pm)

Sunday, May 7 (11:00am - 6:00pm)

Thursday, May 11 (4pm - 10:00pm)

Friday, May 12 (4pm - 11:59pm)

Saturday, May 13 (10:00am - 11:59pm)

Sunday, May 14 (11:00am - 6:00pm)

**ELIGIBILITY**

1. Due to space limitations and a desire to avoid food duplications food vending opportunities are limited!

**BOOTH INFORMATION**

1. In consideration for the right to operate a food concession booth during the Louisiana Pirate Festival 2023, vendor will pay to Louisiana Pirate Festival, Inc. a fee of \$350 for an 11'x30' space. This will include both weekends. If your booth or trailer w/tongue and/or door opening requires more than a 30' space, an additional fee of \$25 per foot will be assessed. Said amount to be paid to the Louisiana Pirate Festival, Inc. by May 3, 2023.
2. Vendors must designate how they will load-in to the food court area in this application, i.e. hand carry merchandise, hand cart or vehicle and what type of vehicle may be used. Vendors using trucks, trailers and vans to load-in their food inventory and equipment may have vehicle restrictions due to festival requirements. NO RV's will be allowed in the food court area during load-in or tear down.
3. Food vendor booth spaces are pre-assigned and based on your space needs as well as food variety flow.
4. Food vendors are to provide their own booth and setup equipment including tables, chairs, lights, etc. and are **strongly encouraged** to bring a portable generator. The Louisiana Pirate Festival CAN NOT guarantee power.

## CHECK-IN \* SET UP \* TEAR DOWN

1. Due to size and scope of this event, vendors may begin setting up early, times to be determined by festival logistics and will be communicated prior to opening weekend. Booth must be dismantled and off festival grounds by 6:00 p.m. on Sunday, May 14, 2023. Vendors will be allowed to drive to their booth at this time only (within vehicle restriction limits). In the event of rainy weather in the days prior to the event, officials may restrict vehicles on the grass. Be prepared and plan for other load-in options should that be the case.
2. You will be assigned a load-in time to help alleviate traffic congestion in the food court area and to minimize turf damage. Load-in time will be sent to you via email approximately 1 week prior to the event. Be sure to designate your estimated load-in/set up time on this application.
3. Load-in/tear down access is designed to help alleviate turf damage. You will be notified of the 2023 load-in traffic pattern approximately 1 week prior to the event.
4. When you arrive at check-in, a festival representative will provide you with your vendor packets and direct you to your booth space.
5. Restocking supplies and food items must be done by hand cart after your initial set up. No vehicles will be allowed in the food court area until the event closes on Sunday (May 14, 2023) evening.
6. Overnight security will be on-site during event hours.

## OTHER IMPORTANT FOOD VENDOR INFORMATION

1. Food vendors need to provide all necessary items to prepare their food and serve it. This includes chafing dishes, cooking utensils, coolers, etc. The festival does not have cooking or storage facilities available. You must also provide disposable plates, napkins and eating utensils.
2. Absolutely NO alcoholic beverages of any kind will be sold or dispensed by food vendors. Alcoholic beverages are sold by the Louisiana Pirate Festival.
3. Ice may be purchased on-site during the event. You will be notified of the purchase process and price per bags of ice prior to the event.
4. A photo of your booth MUST accompany this application.
5. Food vendors need to provide a current certificate of insurance with liability limits of \$1,000,000.00 per claim. Louisiana Pirate Festival, Inc. & The City of Lake Charles, Southwest Louisiana Convention & Visitors Bureau must be listed as Additional Insured. If required, Insurance is available to purchase thru the festival at **fair market value** which will be determined once the LPF receives your contract. Please NOTE: this amount fluctuates and could be up to \$200. Should you have insurance related questions, please contact us.
6. Submit a copy of your menu, description of each item, and your pricing (i.e. Pirate Dogs = \$5) with this application. WE ENCOURAGE YOU TO ECONOMICALLY PRICE YOUR FOOD ITEMS! We want you to be successful, but patrons will not buy if your items are too pricey.
7. Food vendors will NOT be allowed to sell Corn Dogs, Funnel Cakes, candied apples, cotton candy or Lemonade. **These items are to be sold by Todd Armstrong Carnivals ONLY.**
8. Should you be using a tent for your food booth, any tent over 10 x 10 will be subject to City Permit Fee – the charge fluctuates and can be as much as \$100.

## APPLICATION & PAYMENT DEADLINE

1. Completed and signed application with payment must be submitted by May 3, 2023.
2. Your application will NOT be accepted without payment.
3. Notice of acceptance will be emailed on April 1, 2023 or before. Email will be the primary way that we communicate with you. If your email address changes, it is your responsibility to notify us.
4. Approximately 1 week prior to the event, food vendors will be emailed your assigned load-in time, check-in, set up, parking and other important information.

## QUESTIONS?

1. Direct further inquiries to: Vendor Coordinator & Festival Logistics  
337-436-5508 or [info@louisianapiratefestival.com](mailto:info@louisianapiratefestival.com)  
For further information, visit [www.louisianapiratefestival.com](http://www.louisianapiratefestival.com)

Completed/signed applications with payment must be submitted by May 3, 2023. Your application will NOT be accepted without signature and payment.

## FOOD VENDOR INFORMATION

Food Vendor Contact Name:

Business Name:

Address:

City:

State:

Zip:

Cell Phone (required):

Cell Phone (where you can be reached on set-up day & during the event (required))

Email (required):

## VEHICLE INFORMATION

Due to potential for turf damage during load-in, you will be assigned a booth and load-in time according to your vehicle type. There may be vehicle restrictions, so it is extremely important that you specify your load-in/tear down vehicle type NOW in this application.

Type of Vehicle that I will be bringing for load-in/tear down is

With this vehicle above do you have four-wheel drive capability

In addition to vehicle above, I will be towing a trailer. YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, approximate length in feet:

additional information we should know:

**LOAD-IN TIME & ASSIGNMENT PREFERENCE**

Approximately how many hours does it take you to unload (does not include set up time, just unloading

Load in hours will be assigned.

Additional information we should know

**FEES (Due At time of booking)**

Food Booth - \$350 per 10'x30' booth

Additional Space at \$25 per foot

Total amount enclosed:

**INSURANCE – Please check one of the following:**

\_\_\_\_\_ I (We) will supply an Insurance Certificate by April 1, 2023.

\_\_\_\_\_ I (We) have enclosed a copy of our Insurance Certificate.

\_\_\_\_\_ I (We) will be purchasing insurance through the Louisiana Pirate Festival at the fair market value.

**FOOD PRODUCTS**

List of products to be sold – be specific. Attach your menu with proposed ticket pricing. We encourage you to economically price your items, so patrons will buy. NO ALCOHOLIC BEVERAGES WILL BE SOLD BY FOOD VENDORS. NO BEVERAGES WILL BE GIVEN AWAY BY VENDORS.


<b>ELECTRICAL NEEDS</b>
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We are not responsible nor can we guarantee power, so we strongly recommend the use of a generator.

<b>WATER</b>
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Do you require running water?
Yes: _____ No: _____
<b><i>Note: You MUST furnish your own water hose. LPF will not be responsible for providing hoses. Hoses shall be in good working order and free of leaks.</i></b>

## **Food Vendor Agreement (must be signed by each food vendor)**

The food vendor hereby agrees to the following terms and conditions:

- 1.** Each food vendor must return this completed and signed agreement with required fees to be considered for participation.
- 2.** The Louisiana Pirate Festival Board of Directors will assign each food vendor a booth space. Louisiana Pirate Festival will not provide water or any other utilities or tables, chairs, canopies, extension cords or other amenities.
- 3.** Louisiana Pirate Festival reserves the right to restrict food vendors with respect to methods of operation and display materials if, for any reason a food vendor's booth or its contents is deemed inappropriate or jeopardizes the organization's tax-exempt status or sponsor relationships. If this occurs, food vendor will be removed from the grounds.
- 4.** Louisiana Pirate Festival reserves the right to limit the number of food vendors providing similar type products or services.
- 5.** Louisiana Pirate Festival will be spot-checking food vendors to ensure that they are conducting business as it is presented on this application.
- 6.** Louisiana Pirate Festival also reserves the right to place any food vendor in a "time out" for inappropriate behavior and/or be removed from the event for disrupting the authority of event organizers.
- 7.** Louisiana Pirate Festival Inc. is not responsible for damage or loss of food vendor property. Food vendors MUST have proper business insurance as specified in this application.
- 8.** Food vendor may be charged for turf damage incurred during load-in or tear down due to careless driving or use during event.
- 9.** Cancellation/Refund Policy: No refunds will be given due to inclement weather. If a Vendor notifies Louisiana Pirate Festival by April 30, 2023 of their cancellation, a refund (minus a \$25 non-refundable application fee) will be made. If notice is given after April 30, 2023, no refund will be given. All cancellations are subject to a \$25 non-refundable application fee.
- 10.** If the terms of this agreement are violated, the Food vendor agrees that Louisiana Pirate Festival may immediately revoke all the rights of the Food vendor, their agents and their employees to booth space without refund or financial remuneration.
- 11.** Food vendor agrees to hold harmless and indemnify Louisiana Pirate Festival, Inc., The City of Lake Charles, Southwest Louisiana Convention & visitors Bureau and any of the directors, officers, members, agents volunteers, exhibitors or the owners of any festival related property from and against any and all liabilities, costs, damages, expenses and attorney's fee resulting from or attributable to any and all acts and/or omissions of Exhibitor, its directors, officers, employees, agents, volunteers, exhibitors or the owners of any festival related property associated with Exhibitor's booth and the booth's operations and agree to be part of no legal action of any kind against any of them.

**12.** Food vendor represents that all information provided in this application is true and correct, that they have read and understand all policies and procedures outlined in this application. It is agreed that no other agreement shall be binding upon the parties unless in writing and signed by an authorized representative of Louisiana Pirate Festival, Inc.



# 2023 LOUISIANA PIRATE FESTIVAL

## FOOD VENDOR CONTRACT

By my signature(s) below I commit to participate in the 2023 Louisiana Pirate Festival in Lake Charles, LA, hereinafter known as the “Event.” I have read the entire application and all the rules, conditions & guidelines therein and hereby incorporated by reference and agree to abide by them. For good value and consideration, including participation in the Event, the undersigned applicant and all successors, heirs, assigns, executors, administrators, legal representatives, employees, agents and affiliates (and if a corporation, all its officers, directors and shareholders) collectively herein known as the “Applicant”, forever release and discharge the Event from all claims, demands, losses, costs, expenses, suits, damages, obligations, liabilities, causes of action and judgments whatsoever, in law or in equity, which any of the foregoing, any or all of the Applicants ever had, now or which they hereinafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of the Event. The Applicant agrees to and does hereby assume any and all risks of personal injury to the Applicant, including death and damages to Applicant property, caused or by arising out of Applicant’s involvement in the Event. The Applicant hereby agrees to defend, indemnify, and hold the Event harmless from and against any claim, demand, suit, loss, causes of action, liabilities, obligations, costs, expenses, and judgments (including without limitation, death and damages to property) caused by Applicant’s acts or omissions or failure to abide by the rules and conditions herein. The Louisiana Pirate Festival reserves the right to final interpretation of all rules.

\_\_\_\_\_  
Business “Vendor” Name (if applicable)

\_\_\_\_\_  
Applicant(s) Printed Name(s)

\_\_\_\_\_  
Applicant(s) Signature(s)

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

**2023 Louisiana Pirate Festival agrees to allow:**

VENDOR NAME: \_\_\_\_\_

The right to operate a booth during the Louisiana Pirate Festival, May 4 - May 14, 2023 in Lake Charles, LA.

Booth Space Rental Fees:

\$ \_\_\_\_\_ Total Booth Space Fee

\$ \_\_\_\_\_ Insurance Fee (TO BE DETERMINED)

\$ \_\_\_\_\_ Tent Permit (if applicable)

\$ \_\_\_\_\_ **AMOUNT PAID**

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Payment Method: \_\_\_\_\_

<b>HEALTH DEPARTMENT (FOOD VENDORS ONLY)</b>		
The State of Louisiana Public Health Certificate attached:	YES	NO

<b>INSURANCE – Attach copy to contract (if available)</b>	
Yes	
No	
_____ Vendor Supplied	_____ Festival Supplied (Price TBD)

<b>PAYMENT INFORMATION</b>			
Circle One:			
Visa	Mastercard	Cashier's Check	PayPal (must have valid email)
Money Order : (Made payable to Louisiana Pirate Festival, Inc.)			
Credit Card #			
Expiration Date (mm/dd/yy)			
V-Code (last 3 digits on back of card)			

**Application Checklist:**

- o \$350.00 Booth Fee
- o Completed and signed application/agreement.
- o Photograph of booth
- o State of Louisiana Public Health Certificate Attached
- o Certificate of Insurance Attached – with The Louisiana Pirate Festival, Inc., The City of Lake Charles, Southwest Louisiana Convention & Visitors Bureau listed as Additional Insured
- o Menu with Proposed Menu Pricing

**Mail This Application & Payment To:**

Vendor Coordinator  
Louisiana Pirate Festival, Inc.  
PO Box 679  
Lake Charles, LA 70602-0679

**Payments Can Be Made By:**

- Cashier’s Check (made payable to Louisiana Pirate Festival, INC.)
- CC
- PayPal

***KEEP A COPY OF THIS APPLICATION FOR YOUR FILES***

**VENDOR APPROVED :    YES    NO**

\_\_\_\_\_   
Louisiana Pirate Festival Rep.

\_\_\_\_\_   
Date