



2021 Heritage & Harvest Days Festival
October 8-10, 2021

FOOD VENDOR APPLICATION



AN UPDATE TO ALL FOOD VENDORS...

We have some exciting news! After being canceled in 2020, the Parks and Recreation Department and GAMTRA have completed a lot of planning and prep work behind the scenes and will be introducing the Heritage & Harvest Days festival this fall.

The event includes many of the same activities our community have grown to love and appreciate during Cotton Ginning Days over the last three decades and adds to it to provide a fresh new look for our marquee fall festival.

With the new festival updates, please read the entire packet in detail before signing as there are several updates in the food vendor application. As usual, you will be required to complete the Heritage & Harvest Days festival food vendor application and the Gaston County Health Department's Temporary Food Establishment form. In addition, you will also find a new Gaston County food vendor contract. All three of these are included in this packet and will be required before being considered for this year's festival. The **DEADLINE** for submitting these three applications to the **Gaston County Parks & Recreation Department** is **Friday, August 13, 2021 by 5pm**. The Heritage & Harvest Days festival fee of \$175 is due at this deadline as well. Any applications turned in elsewhere will not be considered for this year's festival.

You can submit your application packet (Heritage & Harvest Days festival food vendor application, Gaston County food vendor contract and the Health Department temporary food establishment form) by:

- email to spencer.hall@gastongov.com
- fax to 704-922-2166 ATTN: Spencer
- mail to Spencer Hall
Gaston County Parks & Recreation
P.O. Box 1578
Gastonia, NC 28053
- in person with an appointment at 1303 Dallas-Cherryville Hwy
Dallas, NC 28034

If you have any further questions, please call me at 704-922-2164 or email me Spencer.Hall@gastongov.com.

Thank you in advance for your patience and cooperation during this time!

Spencer Hall

Spencer Hall
Marketing & Special Events Coordinator
Gaston County Parks & Recreation



2021 Heritage & Harvest Days Festival

October 8-10, 2021

FOOD VENDOR APPLICATION

Check One: New Vendor Returning Vendor - last year participated: _____

CONTACT INFORMATION

Business/organization name: _____

Contact Name: _____

Address: _____

Daytime Phone: _____ Alternate Phone: _____

Email: _____

Website: _____

Check One: Non-Profit Business

VENDOR INFORMATION

Please list your menu items in the table below or attach a full menu to your application.

Menu Item	Price	Menu Item	Price

* Applications and payment must be submitted by **August 13, 2021** to be considered for the 2021 festival.

* All approved food vendors must contact the Gaston County Health Department by August 13, 2021 in order to obtain a Temporary Food Establishment (TFE) permit and pay the \$75 TFE fee. This fee is NOT included in your \$175 Cotton Ginning Days Food Vendor fee paid to Gaston County Parks & Recreation.

Mailing Address
Gaston County Parks & Recreation
PO Box 1578
Gastonia, NC 28053
Phone: 704-922-2160

Street Address
Gaston County Parks & Recreation
1303 Dallas-Cherryville Hwy
Dallas, NC 28034
Fax: 704-922-2166

2021 Heritage & Harvest Days Festival

October 8-10, 2021

FOOD VENDOR GUIDELINES

1. All food vendors must be inspected by the Gaston County Health Department and issued a permit to operate at the festival before being allowed to sell. The Health Department's application is separate from this form and is included in your packet. The Health Department form must be completed and submitted to the Parks & Recreation office by Friday, August 13, 2021.
2. Each vendor is responsible for meeting Health Department standards as required by the Gaston County Health Department. Food vendor inspections will take place on Friday, October 8, 2021.
3. Food vendor fees are \$175.00. Fees are the same whether vendor sets up for one, two, or three days. Your temporary food establishment fee (through the Gaston County Health Department) is not included in our fee.
4. Gaston County Parks and Recreation will assign all vendor spaces. Space assignments will be made in August, and will be mailed to you along with a festival map and parking passes. **No changes will be made at the festival, anyone who refuses to cooperate will be asked to leave festival grounds.**
5. Tents or portable shelters may be used. No guy wires, stakes, or ropes will be allowed at any booth.
6. Food vendor hours are from 9 AM until 5 PM on Friday, October 8, 2021, 10 AM until 5 PM on Saturday, October 9, 2021, and from 10 AM - 3 PM on Sunday, October 10, 2021. **Dallas Park will be CLOSED to traffic Saturday, October 9, 2021 during festival hours.** Vendors are expected to arrive on time for each day of the festival.
7. **Vendors are expected to be parked in designated places by 9 AM each morning, and trips in vehicles to and from their booths during festival hours are prohibited.** All vendors' cars must be parked in designated areas at all times except when loading and unloading supplies.
8. Each vendor will be responsible for providing their own supplies, including but not limited to: power, tables, chairs, tents, wagons, ice, coolers, and freezers.
9. Each vendor is responsible for trash and waste in their booth. Trash must be bagged and properly disposed of in designated areas. Grease must be disposed of and cannot be poured on the lawn.
10. Vendors are prohibited from selling anything other than items listed on the Health Department application.
11. Vendors may not roam and sell items outside of their booth spaces. Vendors are to conduct the business of their booth in assigned spaces only.
12. The name of any commercial vendor working with a non-profit organization (such as a pizza company) must be included on the application, and the non-profit organization registering for the booth must operate the booth.
13. Heritage & Harvest Days is a rain or shine event. No refunds will be given.
14. Failure to adhere to these guidelines may result in not being invited to participate in future events.

PLEASE READ AND SIGN BELOW:

I have read and understand the above stated guidelines. I understand that failure to follow those guidelines will result in my termination as a vendor/participant in the Heritage & Harvest Days Festival. I hereby release and hold harmless Gaston County Parks and Recreation, GAMTRA (The Gaston Agricultural, Mechanical, and Textile Restoration Association), and any co-sponsors of Heritage & Harvest Days, of all manners of suits or claims arising from loss or damage to my possessions or person. As an outdoor festival, the operation of any event is subject to prevailing weather conditions. Any cancellation due to inclement weather does not relieve the vendor of its financial obligation. I have read the attached guidelines and understand if I do not follow these guidelines, I may be asked not to participate in future festivals.

NAME: _____

DATE: _____

2021 Heritage & Harvest Days Festival

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VENDOR COPY

NORTH CAROLINA
GASTON COUNTY

FOOD TRUCK VENDOR AGREEMENT

This Agreement is made between _____, a _____ located _____ (“Food Truck Vendor”) and GASTON COUNTY, a North Carolina Political Subdivision of the State of North Carolina, having a mailing address of P.O. Box 1578, Gastonia, NC 28053.

WHEREAS, _____, a Food Truck Vendor operates food trucks in Gaston County, North Carolina; and

WHEREAS, Gaston County, and in particular the Gaston County Parks and Recreation hereby permits the Food Truck Vendor to be on its premises, provided it satisfies the conditions established herein; and

WHEREAS, _____ agrees to meet the required conditions.

NOW THEREFORE, both parties agree as follows:

1. The Food Truck Vendor agrees to operate a mobile food service business, commonly known as a Food Truck, provided that such Food Truck is properly permitted and licensed by the appropriate agencies as a Mobile Food Unit in North Carolina and maintains a passing sanitation inspection/rating. Food Truck Vendor will only sell items specifically permitted by form Department of Health and Human Services from EHS 1341.
2. Food Truck Vendor shall indemnify and hold harmless Gaston County, including its employees, departments (such as Gaston County Parks and Recreation), contractors, invitees, licensees, officials, and other similar individuals from any liability, loss, judgment or claim, arising from this agreement.
3. Food Truck Vendor shall have a general liability insurance in the amount of One Million Dollars (\$1,000,000), and shall provide to Gaston County, at the execution of this agreement and continuing during the duration of this agreement, a certificate of insurance, indication such insurance coverage.
4. Food Truck Vendor agrees not to leave any trash or rubbish after operating, and to leave the general premises in the same condition as when it arrived. Grease must be disposed of and cannot be poured on pavement or lawn.
5. Food Truck Vendor will not engage in political activities or advertise/solicit for additional services outside of Food Truck Vendor’s Primary scope of services.
6. Food Truck Vendor will abide by Gaston County Parks and Recreation space assignment to set up during event.
7. Food Truck Vendor will be responsible for their set up and providing their own supplies, including but not limited to: power, tables, chairs, ice, coolers, and freezers. Tents or portable shelters may be used. No guy wires, stakes, or ropes will be allowed.
8. Food Truck Vendor may not roam and sell items outside of their assigned space.

Signed _____ Date _____

ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE

NON-APPROPRIATION: In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. Chapter 147, Article 6E

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. the applicable provisions within Chapter 147, Article 6E of the N.C.G.S. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S. Chapter 147, Article 6E requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at www.nctreasurer.com/iran

NORTH CAROLINA E-VERIFY CERTIFICATION

APPLICABILITY: Pursuant to North Carolina Session Law 2015-294, the certification is applicable for all contracts entered into by Gaston County, except contracts solely for the purchase of goods, apparatus, supplies, materials, equipment, or contracts with specific other entities as described in NCGS § 143-133.3, piggy-back contracts, and travel purchases.

CERTIFICATION: By signing and entering into this contract with Gaston County, I hereby certify that I comply with E-Verify, the aforementioned Federal program used to verify the work authorization of newly hired employees working in North Carolina. I certify compliance with the E-Verification program pursuant to Article 2 of Chapter 64 of the N.C. General Statutes. If applicable, I am also certifying that any subcontractor hired or used by me will comply with E-Verify, as described herein.

ADA AND CIVIL RIGHTS CERTIFICATION OF COMPLIANCE

I hereby certify that I comply with all applicable federal civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

RIGHT FOR COUNTY TO AUDIT

During the term of this contract and for one (1) year after termination, the County shall have the right to audit, internally or through an independent auditor, all books and records of the vendor as needed to evaluate the vendor's compliance with the terms and conditions of the contract or a party's payment obligations. The County shall pay its own expenses for such audit, but shall not pay any expenses or additional costs of the vendor associated with such audit. However, such expenses shall be paid to the County if the audit reveals non-compliance that would have cost the County excess of \$10,000 but for the audit. The County has the right to seek remittance for overpayment arising from the vendors' non-compliance or irregularities with the performance of the contract. Specific audit provisions established in the contract will supersede this paragraph.

NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED CONTRACT PROVISIONS Uniform Guidance ("UG") is a set of uniform standards for contracts involving the award/expenditure of certain federal monies. If the UG requirements are not applicable, the UG provisions do not apply, unless stated so in the contract.

NOTE: BY SIGNING THE GASTON COUNTY SIGNATURE PAGE, YOU AGREE TO FOLLOW THE ATTACHED TERMS AND CONDITIONS, TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE.

VENDOR

Vendor Name: _____

Printed name of signor for Vendor: _____

By: _____ Title: _____

Date: _____

GASTON COUNTY

By: _____

County Manager/Assistant County Manager

Date: _____

ATTEST:

Clerk to the Board/Deputy Clerk to the Board

APPROVED AS TO FORM:

County Attorney/Assistant County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget Act.

Finance Director/Assistant Finance Director/Financial and Business Services Administrator



GASTON COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

991 West Hudson Boulevard • Gastonia, North Carolina 28052
704-853-5200 • www.gastonhhs.org

Temporary Food Event Vendor Application

This application must be completed and submitted to Gaston County Environmental Health to provide information about all food preparation and sales to the public at any public event or exhibition within Gaston County. **Applications must be submitted no later than 15 days prior to the event.**

Please note: If a permit is needed, a fee of \$75.00 will be required for each temporary food service permit and must be paid before the permit is issued.

1) Name of Event: **Date of event**

2) Address of Event:

3) Name of Vendor: **Vendor Phone**

4) Vendor Business Name:

5) Vendor Business Address:

6) Applicant Email Address:

7) Description of Food Service Vendor:

Non-profit (provide non-profit proof with form submission and fill in menu below #9)

Exempt foods such as, funnel cakes, cotton candy, candy apples, etc. (fill in menu below #9)

A NC permitted Mobile Food Unit (if not permitted in Gaston County, please provide a copy of last inspection sheet). You can only work out of your approved unit with your approved menu, if you want to add items, please complete form.

A NC permitted Push Cart (if not permitted in Gaston County, please provide a copy of last inspection sheet). You can only work out of your approved unit with your approved menu, if you want to add items, please complete form.

All others, or unsure - continue to complete this vendor form.

8) Will ready to eat produce (vegetables or fruit) be prepared in your food booth?

Yes (requires a prep sink)

No

9) Provide a complete list of all food/menu items in the chart below and check "Advanced Preparation*" if the food/menu item will be prepared prior to the event or check "Prepared at Event" if no advance preparation is needed. Check both "Advanced Preparation*" and "Prepared at Event" if food/menu item requires both types of preparation.

Please include all add-on items such as, lettuce, tomato, onion, etc. (Example: hamburgers, with cheese, lettuce, tomato, onion)

Food/Menu Items

Item 1

Preparation

Item 2

Item 3

Item 4

Item 5

Item 6

Item 7

Item 8

Item 9

Item 10

Additional Food Items (indicate preparation details, as above)

*Please note: Advanced preparation may not exceed more than 7 days prior to the event.

**Please note: Food booth must be completely set up prior to permitting and NO food preparation is allowed in the booth until the permit is issued.

10) Date for Permitting

11) Time for Permitting

12) Will vendor prepare food prior to the event?

Yes No

If you checked "yes" food will be prepared prior to the event*, provide the name of the facility where food will be prepared:

Name of Prep Facility

Date of Prep

Time of Prep

Address of Prep Facility

**Please Note: Advanced preparation may require a permit by Gaston County Environmental health for the preparation site.*

13) As of September 1, 1012, the vendor/permit holder shall require all food service employees to comply with an approved Employee Health Policy. Do you have an approved Employee Health Policy?

Yes No

14) Please select the box that best describes the source of water for your food booth:

Public water supplied by organizer (requires food grade hose)

On-site private well (requires sampling by Gaston County Environmental Health)

Tap water supplied by vendor

Bottled water supplied by vendor

15) Select the box that best describes the disposal method for the following:

Garbage

Wastewater

Grease

Waste can
taken off
site

Portable
toilet at
event

Grease
taken off
site

Event
dumpster

Event
grey
water bin

Event
grease
receptacle

Other

Other

Other

16) Select the box that best describes your equipment:

Cold Holding

- Refrigerated truck
- Commercial refrigerator
- Freezer
- Other

Hot Holding

- Chaffing dishes
- Electric Hot Box
- Grill
- Other

Utensil Washing

- 3 utility sinks
- Gravity flow set up
- 3 basins
- Other

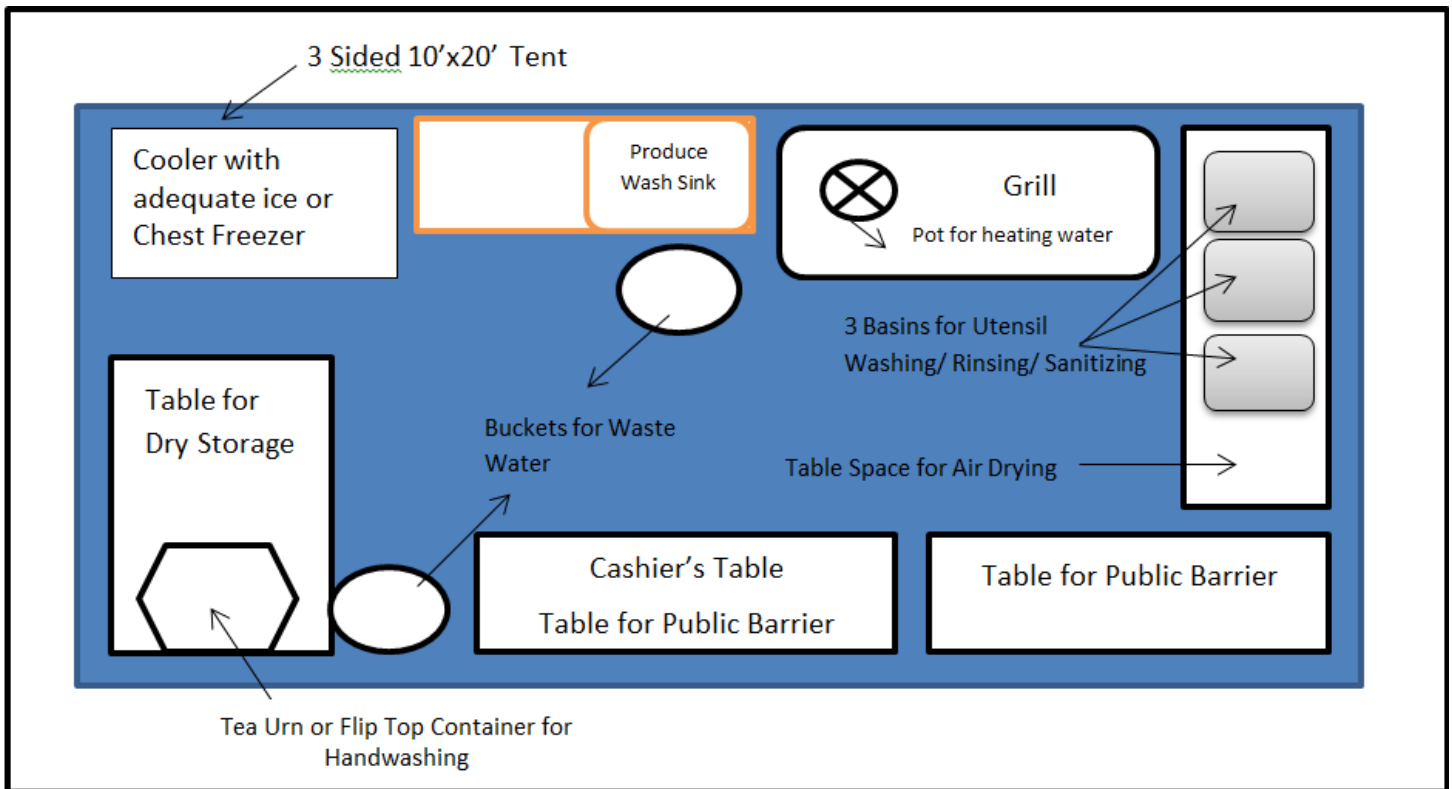
Hand Washing Set Up

- Mechanical sink
- Gravity flow set up
- Other

17) Select the box which describes your food booth set up:

- 3 sided tent
- Tent with fans
- Mobile Food Unit
- Other

18) The following example of a typical food booth set-up. Please note that ALL food booths must have an approved hand washing set-up for washing, rinsing, and sanitizing equipment. Other equipment needs may vary.



If you have additional questions or concerns, please contact Chris Rodite at 704-853-5204 or christina.rodite@gastongov.com

I certify that the information in this application is complete and accurate. I understand that:

- Any changes to my operation must be submitted to the Gaston County Health Department for review and approval prior to the day of the event.

- All Time/Temperature Control for Safety (TCS) that I am serving must be maintained at approved temperatures (45F or below for cold food and 135F or above for hot food) during transport, holding, and/or service.

- Failure to maintain approved temperatures for TCS foods may result in disposal or embargo of the food.

Applicant Signature:

Date:

Office Use Only

Reviewer Signature:

Date:



GASTON COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

991 West Hudson Boulevard • Gastonia, North Carolina 28052
704-853-5200 • www.gastonhhs.org

The following is a checklist to assist a vendor in setting up a Temporary Food Establishment (TFE). All items on the checklist are necessary to obtain a permit for a TFE; however, additional requirements may be applicable. **All applications must be submitted to the Gaston County Health Department at least 15 days prior to the date of the event. Please bring this checklist on the day of the festival to assist with set up.**

Employee Requirements

- Gloves
- Employee Health Policy Agreement
- Hat, hair net, visor, etc.

Tent/ Weather Proof Structure/ Canopy

- Canopy over the entire operation (smokers are not required to be under a canopy)

Food Protection

- 3 solid or mesh sides OR
- Effective fly fans

Ground Covering

- Protection from dust/ mud (in absence of asphalt, concrete, or grass)

Water Supply

- Approved water source (no private wells unless tested by Gaston County Health Department or certified lab, provide report)
- Drinking Water House (with potable water hose label)
- A means to heat hot water

Wastewater Disposal

- Buckets/ Grey Water Containers (must be emptied in an approved system, no dumping on the ground)
- Disposal in approved sewage system or port a john system.

Utensil Washing

- 3 Basins (large enough to fit equipment)

- Drainboard or countertop space or table space for air drying

- Soapy water, rinse water, and sanitizer water for dishes

- Sanitizer test strips for chlorine or quat (this will need to be purchased ahead of time)

Handwashing Station

- At least 2 gallons or more of hot water under pressure

- Free flowing stopcock or faucet

- Liquid soap and disposable towels

- Wastewater catch bucket (labeled)

Approved/ Protected/ Secured Food

- Approved Sources/ Food Invoices

- Food Storage Above the Ground

- Separate vegetable washing sink (if preparing or serving ready to eat vegetables)

Food Temperatures

- Accurate Food Thermometer with thin probe

- Cold holding: refrigeration/ freezer/ coolers with plenty of ice

- Hot holding equipment: warmers, sternos, etc.

Food Shields/ Customer barriers

- No food exposed to customers

- Approved self service condiments

- No food within the public's reach without a barrier

Lighting (for night time operating)

- Shielded and above food/ preparation