



21th Biennial Celebration
Native Omahans Days Vendor Application

VENDOR APPLICATION: As a valued vendor of the Omaha Community Broadcasting 95.7fm The Boss & the 21th Biennial Native Omahans Days, we would like extend an invitation for you to be a part of this incredible celebration! This is the single largest vendor opportunity to target African-American consumers! You or your organization can certainly be a part of this highly anticipated 7-day community event. We encourage vendors to offer unique products, art and services relevant to the Family diaspora to promote the cultural experience of and presentation to the Nebraska community. Below please find registration information. To confirm your reservation for vendor space, please complete the application including your payment or return the enclosed application form with payment. Vendor booth assignments are based on a first paid-first serve basis with full payment and a completed application form. Your payment will be returned in full if you are not selected. Partial payments are not accepted and any incomplete application forms will not be considered for vendor booth space. The 95.7fm The Boss & the 21th Biennial Native Omahans Days, will only accept an organizational check, a certified cashier's check, money order or credit card as payment. Personal checks are not accepted and will be returned.
Address Payment To: Omaha Community Broadcasting 2314 1/2 N. 24th St. Omaha, Ne. 68110-2215

Organization Name: _____

Contact Name: _____ Title: _____

Address: _____

Phone: _____ Website: _____

Email: _____

Emergency Contact:

Name _____ Phone: _____ Relationship _____

Vendor Classification: Please CIRCLE your classification

Food Vendor. Art & Craft. Food Trucks. Retail. \$175 (10'x10')

TOTAL \$ _____ Omaha Community Broadcasting 2314 1/2 N. 24th St. Omaha, Ne. 68110-2215

If you do not have a Sales Tax Permit and would like to apply, you may download the Nebraska Tax Application (Form 20) online at www.revenue.nebraska.gov. This application process takes 2-3 weeks. No money is required until application has been approved. Electricity: **NO ELECTRICITY IS PROVIDED**. If you have a generator please check _____
All vendors must provide a detail description of your food/beverages or art for sell.

Description of Event:

21th Biennial Native Omahans Days

Omaha Small Business Network Parking Lot @ 2505 N. 24th Street

***Thursday, Aug. 3, 2017 & Friday, Aug. 4, 2017 @ 5pm – 10pm**

***Saturday, August 5, 2017 & Sunday Aug. 6, 2017 @ 8am – 10pm**

(Applications must be received by Monday, July 20, 2017)

Please find the information regarding the sales tax permit and temporary food permit below:

SALES TAX PERMIT – 2 options, free of cost

One time event – using this option, the list of vendors without a state tax permit (in-state and out-of-state) should be sent to the contact at Department of Revenue (info below)

§ If this option is used they will provide forms to the organizer to give to each vendor and he/she is responsible for filling it out and remitting payments after the event (within 10 days)

§ Contact: Sheila Kelly sheila.kelly@nebraska.gov

Business Registration and Sales Tax Permit(STP)

§ Vendors go to www.revenue.nebraska.gov

§ Online Services column, under For Businesses click Register a Business

§ Provide name and address and check sales tax permit

§ At the end, it will generate a state ID # and the STP immediately that can be printed

TEMPORARY FOOD PERMIT – Please see attached documents

INSURANCE AND LOSS: All vendors/exhibitors are required to have their own liability insurance. The 95.7fm The Boss & the 21th Biennial Native Omahans Days, is not responsible for any loss, damage or injury. NO Overnight security will be provided by the Festival; you take total responsibility for all lost/stolen items. There is no rain date, and no refunds will be given for weather-related issues. All vendors are encouraged to prepare for possible inclement weather (proper weights, tent sidewalls, etc.)

SALES TAX AND LICENSES All vendors selling goods are responsible for obtaining a Nebraska and/or Omaha special events sales license and for collecting the appropriate Nebraska and/or Omaha sales taxes. Each vendor must be in compliance with the Omaha Special Events tax license requirements. It is expressly agreed and understood that the Festival will not permit any vendor to participate in the event that has not paid their taxes in full to the Nebraska Department of Revenue. The fees are nominal and representatives from these agencies maybe on-site to assure all vendors are in compliance with obtaining their sales tax licenses. All food vendors must obtain a Temporary Retail Food Establishment License from the City and County of Omaha Health Department.

BOOTH SETUP AND GUIDELINES All display materials must be of professional quality. Exhibitors are responsible for providing their tent, table and chairs, adequate weight supports and booth set-up equipment and supplies. Omaha Community Broadcasting is only providing the exhibition space. Tarps are NOT allowed to replace a tent. Exhibitors are responsible for setup, operation, maintaining and dismantling their equipment and for load-in and load-out. The OCB and OCB volunteers is not responsible for transporting exhibitor supplies or equipment unless prior arrangements are made with the OCB vendor coordinator. The exhibitor shall maintain a clean and safe operation for the full duration of the festival. The exhibitor shall clean up booth site and remove or dispose of all trash. Exhibitors will be billed if their exhibit space is not cleaned, and will be charged for any damage incurred and jeopardize future participation in the OCB. Exhibitors are expected to comply with all Federal, State and local laws, rules and regulations, and shall have all appropriate licenses, permits and other required documentation. Subletting or booth sharing is prohibited. Any vendor found to be in violation of these will be asked to leave the festival grounds immediately. You must display your OCB issued exhibitor identification on the upper right side of your tent at all times. Exhibitors not displaying a legitimate OCB exhibit identification will be removed from the Festival. Food vendors must meet all standards of Dept. of Health and/or Waste Water Management for OMAHA and will need to supply the following for their set-up: fire extinguisher, canopy, extension cords, flooring to protect from grease/food splash, kitty litter, potable water, hand washing station. Items with the OCB logo, title, or name will be prohibited from being sold at the festival.

WAIVER/CERTIFICATE of INSURANCE The Vendor shall defend, save and hold harmless Omaha Community Broadcasting and Native Omahans Club, Inc., their respective officers, agents, board members, staff, volunteers, sponsors and assigns from any claims, damages, losses, liability or expense which may arise, and shall not be held responsible for any loss or damage due to fire, accident, theft, weather, acts of God, vandalism or any other loss or injury whatsoever or not specifically described therein, whether past, present or future. Booths are not insured by the OCB, Native Omahans Club, Inc. or any sponsoring agents. Vendors must make provisions for safeguarding their goods. Vendors must have replacement cost insurance for all personal property. Vendor assumes full liability for protecting, care and maintenance of vendor property. ANY VENDOR NOT HOLDING VALID LIABILITY INSURANCE VENDORS AT THEIR OWN RISK AND ASSUMES ALL LIABILITY.

VENDOR GUIDELINES: Set-up Hours will be Thur.-Fri. August 3-4 from 4p-5p and Sat.-Sun. August 5-6 8:00am-12:00pm. All vendor vehicles must be moved off festival grounds before 5pm on Thur. and Fri. & 11:30am on Sat. and Sun. Tear-down is 9-10pm Thur.-Sun. No vendors/exhibitors will be allowed to leave early and must remain set-up until 9pm on Sunday at the conclusion of the festival.

ACCEPTANCE AND DENIAL: Vendor packets will be emailed no later than one week prior to Festival to all registered vendors which will contain booth space assignments as well as other pertinent information and guidelines regarding the event. Each food vendor shall only sell pre-approved food as specified on the vendor application. Vendors may expect limited similarity in offerings; however the 95.7fm The Boss reserves the right to limit the number of food vendors selling the same menu item(s) when designing the food court. The 95.7fm The Boss & the 21th Biennial Native Omahans Days, reserves the right to deny or cancel vendor application and refund all fees if exhibitor is duplicating products or services already provided, or if the exhibitor does not fit our vision and mission to develop, promote and celebrate families and culture in Omaha.

PROHIBITED AND EXCLUSIVE SALES: NO VENDORS including food vendors are allowed to **sell beverages** including alcohol unless permitted. Vendors are also not allowed to **sell or exhibit products dealing with drug paraphernalia, reference to drugs, weapons, or toys that depict weapons** at the 95.7fm The Boss & the 21th Biennial Native Omahans Days. No items will be accepted if they are in direct competition with 95.7fm The Boss sponsors with exclusivity rights.

EVENT VIOLATIONS If an applicant is accepted into the Festival and later found to have violated the required rules found in the exhibitor guidelines and the application, the applicant will be asked to leave the Festival, no refund will be granted and the applicant may not be considered for future festivals.

****No refunds on booth fees for non-participation.**

RELEASE AND LIABILITY I, the undersigned fully release and discharge, and hold harmless the Omaha Community Broadcasting & Native Omahans Club, Inc., and the City and County of Omaha, its staff, employees, and agents and all sponsors from any and all claims from injuries, including death, damages or loss of property, which I may have or which may impact me on account of my participation in the activities of the Omaha Community Broadcasting & the Native Omahans Club, Inc., I, the undersigned, further agree and grant permission to Omaha Community Broadcasting & the Native Omahans Club, Inc., and the City and County of Omaha and the sponsors of the Omaha Community Broadcasting & the Native Omahans Club, Inc., to use my name, my business name, images of my work, (photography, videos, slides, etc.) for advertisement, publicity and promotional purposes, via print, electronics, cable, and the internet. I further release and discharge any claim to payment for use of any imagery or likeness of artwork. I have read and fully understand and agree with this entire application and contract, by affixing my signature below.

Signed _____ Date _____

Vendor Information and Requirements: (Please read information carefully)

- VENDORS ARE NOT ALLOWED TO SELL ALCOHOLIC BEVERAGES!
- The event occurs rain or shine so be prepared for weather conditions (wind, rain, heat)
- Vendors arriving after set-up hours may forfeit their participation and will not receive a refund.
- Vendor understands that a No-Show on any event day may result in forfeiture of vendor space and fees, unless notified
- All vendors must enclose a menu with detailed description of your food/merchandise items for review.
- Vendor location will be determined on a first-come-first serve basis and honored whenever possible.
- Vendor agrees that he/she will be confined within the area of space assigned. Any used space beyond that is not permitted.
- Vehicles will not be allowed to park in the parking lot during exhibit hours (except mobile food trucks)
- All vendors must leave the grounds each day at the end of the event.
- All vendors are REQUIRED to attach a copy of their Certificate of Liability insurance for a minimum of \$1,000,000
- Sellers Permit: All vendors are required to have a valid Nebraska Sellers Permit.
- We reserve the right to decline vendor request for any reason and/or if we feel there is too much duplication.
- Vendor agrees not to assign, sublet or share the whole or any part of his/her assigned space.
- No loudspeakers, phonographs, sound movies or megaphones that interfere with adjoining vendor spaces will be permitted. Vendor space and operation must conform to any regulation as per the City of Omaha.
- Neither the Omaha Community Broadcasting nor its partners are responsible for any product stolen, damaged or misplaced.
- All food vendors are required to have a menu of items to be sold. The menu must include name of food products and price.
- No grease is allowed to be poured onto the ground or down any drains. Anyone found doing this will be asked to leave the event & your deposit will be forfeited.
- Vendors are responsible to collect & properly bag trash within your sales location.
- Vendors must meet all of the Douglas County Health Dept. Guidelines and comply with Temporary Food Service Requirements
- Each booth Vendor must pay \$67.00. Vendor shall submit Application & Fees to the Douglas County Health Department
- Questions about fees, permits or temporary booth set-up, please contact Douglas County Health Department (402) 444-7488



APPLICATION MUST BE RECEIVED FROM COORDINATOR NO LATER THAN 2 WEEKS BEFORE THE EVENT.

A LICENSED COMMERCIAL KITCHEN MUST BE USED TO OPERATE A TEMPORARY FOOD OPERATION FROM – NO HOME BASED OPERATIONS ALLOWED PER CITY ORDINANCE (SEC 11-149).

NAME OF EVENT _____		DATES _____	
LOCATION OF EVENT _____		TIMES _____	
NAME OF VENDOR BOOTH _____			
NAME OF APPLICANT _____		PHONE# _____	
NAME OF LICENSED COMMISSARY KITCHEN _____			
ADDRESS _____			
STREET	CITY	STATE	ZIP

NUMBER OF FOOD BOOTHS: _____ SIZE: _____ X _____ @ **\$ 67.00 each**

➤ **Provide hand washing, sanitizer pails, and ware washing setup like Diagram on Page 2.**

- List all food and drink items to be served _____

- Describe the method of maintaining temperatures for Hot/Cold foods during transportation to site? _____

- How will you keep hot foods at 135°F or above? _____

- How will you keep cold foods at 41°F or less? _____

- Describe the type of tent or booth structure (canopy, sides, floor) _____

- Describe your equipment to protect food from customer contamination (lids, sneeze guards, etc.) _____

- Where will your approved water source be obtained from? _____
- How will food waste and wastewater be disposed of? _____

OFFICE USE ONLY

➤ **Hand Sanitizer is NOT an Approved Substitute for Hand Washing**

FEE PAID \$ _____ CASH/CHECK# _____ EMPLOYEE: _____

DCHD 402-444-7480 1111 South 41 Street Suite 130 Omaha, NE 68105

Temporary Foodservice Requirements

Notice: Food handling activities in a private residence resulting in commercial sales are prohibited under state and local food codes. All temporary foodservice operations must originate from a commercial food location serving as its commissary.

- Each person or company sponsoring an event is to submit a complete list of food vendors and the **Umbrella Fee of \$400.00 No Later than 30 days before the event starts.** This list of vendors must include foodservice operators and free sampling vendors. Each booth **Vendor** must pay **\$67.00. Vendor shall submit Application & Fees No Later than 2 Weeks before the event starts. ***
- Each vendor involved in food handling or preparation is to provide a three bucket system (5 gal. buckets) for washing, rinsing and sanitizing utensils and equipment. Provide dish detergent and unscented bleach for washing and sanitizing. Provide a chlorine test kit for mixing the bleach sanitizer to 50-200 ppm - these are available at restaurant supply outlets. If a sanitizer other than bleach is used provide and use the appropriate test kit. Store wiping cloths in the sanitizer solution and change waters when they become soiled.
- Provide a handwashing station consisting of a covered container dispensing running water through an on/off spigot and draining into a catch basin. Provide hand soap and paper towels for washing and drying of the hands.
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- [Temporary Event Booth Setup](#)
- Thermometers are needed in all coolers and freezers, keep cold foods at 45° F or less and hold hot foods at or above 135° F. Provide a chef's probe thermometer (0° F - 220° F) for monitoring food temperatures. Equipment must be in good working order to properly maintain safe food temperatures.
- Hot and cold foods must be transported to the site in insulated containers capable of properly maintaining safe food temperatures (such as Cambro units).
- Avoid direct food handling; use utensils or disposable plastic gloves instead.
- Use effective hair restraints to protect food (hair nets, ball caps).
- Outdoor food handling must be conducted from properly screened-in booths or trailers with pass-thru openings approximately 18" X 24" to adequately protect food and drink from insect contamination. Keep foods covered and store foods at least 6 inches above the floor or ground. Use handled scoops for ice service. Ice must be obtained from approved commercial sources.
- Store single use food service items in original packaging to protect from contamination. Dispense single service eating utensils handle up and plates inverted on clean surfaces.
- A clean potable water supply must be available. Use food-grade hoses to transport potable water.
- Provide adequate covered trash disposal containers.

* Application materials will be provided each food booth if a State Food License is required (exemptions include documented non-profit status, a State license in Douglas County, and a state-wide license)