



# WATERFIRE PROVIDENCE

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## 2022 Food Vendor Rules and Regulations

### Application Process

In order to participate in the WaterFire Providence food vendor program, vendors must submit a completed Food Vendor Application. This includes all necessary documents such as licenses, insurance information, security deposits, and menus. Vendors must understand that the application is for the entirety of a full WaterFire season (approximately 10 events on a biweekly basis). Please note, WaterFire will continue to seek sponsorships for other events outside of the 10 event season.

Applications are due by **Thursday, March 11<sup>th</sup>, 2022** and must contain all required paperwork. Vendors who fail to submit all proper documentation will not be considered for the 2022 season. There is no application fee. WaterFire will review all applications and notify applicants of their acceptance or refusal by **Thursday, March 25<sup>th</sup>, 2022**.

### Food Vendor Fee

The WaterFire Providence Food Vendor Fee is **20% of all food and drink gross sales per event.**

### Security Deposit and Processing Fees

All accepted vendors must provide WaterFire with a security deposit. Please Note: \$50.00 of the vendor security deposit will be used to cover all credit card processing fees for the full season. The security deposit is due by **April 30<sup>th</sup>, 2022** and must be paid by credit card only. Failure to provide a security deposit by the due date will void the vendor's acceptance into the WaterFire food vendor program of the 2022 season. The security deposit, or any balance remaining of the security deposit, will be returned via check to the vendor three weeks after WaterFire's final full event of the 2022 season.

### Security Deposit Amounts

**Food Vendors: \$500.00**

**Push Cart: \$500.00**

**Alcohol: \$1,000.00**

**Food and Alcohol: \$1,250.00**

### Payment

**The accepted payment method is by credit card.** No cash, checks or money order payments are accepted. All vendors must provide a valid credit card account number used for a security deposit and event payments. Vendors will be responsible for providing the following information:

- 1. Vendors will provide documentation of cash and credit card receipt totals per event through the**



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**WaterFire Vendor Receipt Form (no handwritten receipts will be accepted).\*\***

- 2. The completed Food Vendor Receipt Form is due by the following Monday following each full event.**
- 3. WaterFire will charge the participating food vendors' credit card 20% of all reported sales no later than the following Wednesday of each full event.**

**\*\*\*Please Note: Pushcart Vendors are required to provide a breakdown of cash and credit card receipts for each approved pushcart location for each full event.**

**IMPORTANT - Once accepted vendors will need to provide updated credit card information.**

## **State & City Licenses**

All vendors must be properly licensed by the City of Providence and the State of Rhode Island, including the Rhode Island Department of Health. Along with the application, vendors must submit copies of the following:

- State of RI Sales Tax Permit
- Rhode Island Department of Health License
- Fill out Department of Health Questionnaire
- City of Providence Food Business License
- City of Providence Peddler's License

## **Insurances & Workers' Compensation coverages:**

All accepted and participating vendors will need to provide WaterFire with a Certificate of Insurance that names **WaterFire Providence, Barnaby Evans, WaterFire International, LLC, and The WaterFire Arts Trust** as an **additional insured**. Certificates must provide a 30 day cancellation notice and the insurer must be admitted or approved to do business in Rhode Island. Minimum acceptable insurance liabilities are as follows:

- **General Liability:** \$1,000,000 per occurrence/\$2,000,000 in the aggregate including products and/or completed operations
- **Auto Liability:** \$1,000,000 per occurrence
- **Workers' Compensation:** Statutory and \$1,000,000 for employers' liability. (If not required by state law, then a DWC-11 IC must be signed.)

In addition, vendors must complete and submit the DWC-09 and/or DWC-11 IC forms provided below.

DWC-09: <https://dlt.ri.gov/sites/g/files/xkgbur571/files/documents/pdf/wc/DWC09.pdf>

DWC-11 IC: [DWC-11-IC-Mar06.xls \(ri.gov\)](#)

## **Department of Health**

The Department of Health will now be conducting onsite inspections of each vendor and push cart areas per event. Vendors are required to comply with Department of Health regulations as outlined in the "Department of Health Requirements and Guidelines." For this reason, we ask that all vendors have all permits, licenses, and insurances readily available at each event. If you have any questions, please contact the Events and Operations Department at WaterFire.



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All food vendors should help promote safe practices when operating. This includes being up-to-date on the latest Rhode Island Covid-19 guidelines and restrictions. As the pandemic continually changes please remain vigilant on new restrictions and guidelines. For further information on Covid-19 please visit OSHA.gov or the Rhode Island Department of Health site at covid.ri.gov.

## Late Fees

Should a vendor fail to provide the WaterFire Food Vendor Receipt Form by the following Monday after a full lighting and therefore miss the Wednesday payment deadline, a **\$40 fee** will be deducted each week from the security deposit until the appropriate receipt form are submitted to be charged. Vendors will **NOT BE ALLOWED TO PARTICIPATE OR VEND DURING WATERFIRE EVENTS UNTIL PAYMENTS ARE SETTLED, No Exceptions.**

Should a vendor payment be declined at any time, a **\$50** late fee will be incurred. In such a situation, vendors must rectify the situation and pay the total fee owed (including all late and processing fees) by the end of the **next business day**. Failure to do so will terminate the vendor's right to vend at WaterFire, and the vendor will forfeit their security deposit. **NO EXCEPTIONS.**

## Attendance

The 2022 WaterFire season is based on 10 full lightings from May through November. All 2022 accepted food vendors are agreeing to participate at all scheduled full lightings. WaterFire 2022 accepted food vendors who do not show up for a scheduled WaterFire Full Lighting event without prior notice to WaterFire will result in a No Show Charge of **\$1,000**.

2022 WaterFire Food Vendors are granted one scheduled event that they may choose not to attend. The vendor must notify the WaterFire Events & Operations Department at least **two weeks in advance** of the scheduled event date they will not participate in.. Failure to do so will result in a No Show Charge as outlined above.

Although the 2022 WaterFire season is based on 10 full lightings, should a food vendor agree to participate in any additional events outside of the 10 full lightings, all 2022 WaterFire Food Vendor Rules and Regulations will apply.

Since WaterFire is an outdoor event, attendance will vary. Therefore, WaterFire cannot be held responsible for attendance fluctuations that negatively affect vendor sales. It is the vendor's responsibility to use their best judgment to anticipate the amount of product they intend to provide at any and all WaterFire full events.

## Cancellation

WaterFire Providence is an outdoor event, and it is only canceled in the event of heavy or sustained rains. It is very rare that WaterFire gets canceled. Any such decisions are made at the discretion of WaterFire. If there should be a cancellation, all vendors will be notified as soon as possible, no later than 3pm on the day of the scheduled event in question. Canceled dates may be rescheduled to a later date.



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## Food & Beverage Menu

All vendors must submit a menu, including pricing, of the products they wish to sell during WaterFire events and items to be approved by WaterFire. WaterFire reserves the right to approve or refuse any product or request changes to the menu during the event season at any given time. Vendors may not sell anything aside from food and beverage products. If a vendor is found selling other merchandise, they will be removed immediately and will forfeit their vending location and security deposit.

Sales of soft drinks and water may not exceed more than \$2.50 per unit and products must be sold out of their original can, plastic bottle, or a plastic cup; **no glass**. This does not include any specialty drinks such as smoothies, shakes and coffee drinks. All items are required to be approved by the WaterFire Providence

## Alcohol Policy

The selling of alcoholic beverages is prohibited unless you have obtained permission from WaterFire Providence. There are specific event site locations where alcohol sales may be allowed inside the WaterFire event footprint. If interested, the vendor must have a valid liquor license and minimum liquor law liability insurance coverage of \$1,000,000. Contact the WaterFire Events & Operations Department for additional fees, regulation, and policies.

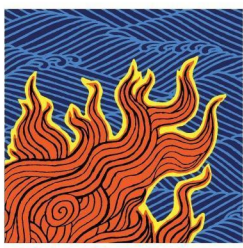
## Vendor Tent Set-Up

Each vendor is allocated a 12'x12' space. Vendors must set up their operation within this area and in their proper assigned location with their vending permit visibly displayed. All materials must be self-contained within the assigned space and all materials and supplies out of sight of the general public. Materials may be stored behind display cases, carts, or under tables. The largest pop-up tent size accepted is a 10'x10'. Pop-up tents must be white. It is a violation for vendors and their customers to block any entrances, sidewalks, stairways, or paths that may impede traffic flow in any manner *See* [ARTICLE IX. - VENDORS | Code of Ordinances | Providence, RI | Municode Library](#).

If there is failure to comply with the above conditions or WaterFire feels that the operation is causing a risk to the general public, WaterFire reserves the right to change a vendor's setup at any time. All setups must be completed one hour before sunset at all full WaterFire events and all set up vehicles removed from the event site.

## Food Truck Set-Up

Food trucks are welcome but are limited due to spacing. Once accepted vendors must set up their operation within the assigned location visibly displaying their vendor permit. Everything must be self-contained with all materials and supplies out of sight of the general public. Materials may be stored behind display cases or under tables in front of the Food Truck. It is a violation for vendors and their customers to block entrances, sidewalks, stairways, or paths that may impede traffic flow in any manner *See* [ARTICLE IX. - VENDORS | Code of Ordinances | Providence, RI | Municode Library](#).



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## Food Vendor Signage

WaterFire food vendors are allowed to display signage for their business and products. All signage displayed must be of professional quality (no handwritten signage allowed). All signage can only be displayed under or affixed to the tent in a safe manner. No signage or display boards can be placed outside of the food vendor allotted setup area. Failure to comply or if waterFire deems the operation is causing a risk to the general public, WaterFire reserves the right to change a vendor's setup at any time. All setups must be completed one hour before sunset at all full WaterFire events.

## Push Cart Vendors

All rules and regulations apply to pushcart vendors. However, pushcart vendors may not exceed a **3'x 5' footprint**. Pushcart vendors needing a larger space will be charged accordingly. Setup locations in the park, along park paths and sidewalks shall be determined by WaterFire, which pushcart vendors must abide by. All pushcart operations must be self-contained and must not damage or stain paved park surfaces. There may be up to two persons working at the cart. If a cart moves from its assigned location without WaterFire's knowledge or permission, the vendor will lose their right to vend at WaterFire along with their security deposit.

## Electrical Power & Generator Policies

Vendors on Washington Street and College Street are provided with one 15 amp outlet which they may utilize. It is the vendor's responsibility to ensure power usage of their setup does not exceed this amperage. If vendors exceed this amperage or trip any supplied outlets, they will be charged a **\$25 reset fee** per occurrence and asked to remove any device(s) causing the problem.

Should a vendor be in an area where a generator is needed, they must supply their own power or share with another vendor. **Generators are not allowed within the park or adjacent streets and sidewalks where they may interfere with the event itself.** Generators must be efficient low noise models and have a holding box to dampen the generator exhaust. **All generators must be approved by WaterFire before operating on-site.** No generators are allowed on College Street.

Vendors are also responsible for any necessary extension cords. All extension cords must be properly sized and rated for their equipment. All power cords must be covered in areas where they may cause a trip hazard. No cords are allowed in areas with a high volume of foot traffic. Vendors with inadequate equipment will be asked to shut down their operation until said equipment is replaced in an acceptable manner. Vendors requiring WaterFire's assistance to dress extension cords or fix electrical issues will be charged accordingly.

**Pushcart vendors will not have access to supplied power or generators. If this is required, it must be discussed with WaterFire in advance, and an approved area may be assigned at an additional charge.**

## Lighting/Signage/Decoration

Lighting must be kept to a minimum. All down lighting must be kept under the cover of the tent and no lighting is allowed to be focused away from the vendor's set up and/or in the direction of the WaterFire art installation.



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All lighting must be attached to the vendor set up. No heavy duty, extremely bright, or flashing lights are allowed. **All signage** must be professionally produced including pricing and marquee signage. Signs must also be attached to the vendor setup and may not exceed 24"W x96"L; no signage will be allowed on fences, railings, stone, or brickwork. If you are interested in having WaterFire create signs for your pop up tent, please contact the Events and Operations department upon acceptance as a WaterFire Vendor for more information. All signs must be pre-approved by WaterFire prior to the first 2022 full event lighting. Vendors should notify WaterFire of any banners needed by **March 31, 2022**. No hawking, music, or other interfering noise is permitted during a WaterFire event. WaterFire reserves the right to modify, remove, or relocate a vendor whose setup interferes with the art installation at any time.

## Parking/Vehicles

Upon completing setup, all setup materials and personal vehicles must be removed from vendor location and parked off-site 1 hour before sunset. No vendor vehicles may be parked on park property (including: sidewalks, plazas, lawns, and legally closed public streets) at any time. Any vehicles that remain on the street after the allotted setup time will be tagged and towed at the vehicle owner's expense. Failure to remove a vehicle from the food vending footprint will forfeit the vendor's security deposit.

Vehicles are not allowed back on-site to the vendor location for breakdown until 12AM and once the event is ended.

## Vendor Debris & Clean Up

All vendors are responsible for keeping their assigned area clean and picking up all debris and litter caused by their operation and/or customers during the event. At the end of the event, all materials and debris must be entirely removed from the park and street in all food vendor locations. We recommend all food vendors work together at the end of the night to clean up the entire area Food Vendor Area. To prevent grease spills, all vendors using oils or other products that may damage any surfaces must lay down protective mats and tarps. Any spills or damage to park surfaces or paving is the vendor's responsibility. Grease may not be deposited in any street, sidewalk, drain, or gutter. No ice may be dumped on walkways or streets and no debris may be swept into road drain openings.

## Trash Receptacles

**Vendors are also required to provide at least (2) 50 gallon or larger trash receptacles with liners outside their preparation and serving area for public use. Pushcart vendors must provide at least one.** Vendors are not permitted to use public, private or city parks trash receptacles or dumpsters in the vendor area to dispose of their Debris. WaterFire does provide one even dumpster that food vendors will be allowed to use for the removal of their Debris at the end of each event. Location of WF event dumpster will be stated to each vendor for each event. Vendors who are missing receptacles for public use will be charged a \$25 fee per missing container. In addition, vendors found in violation of any of the above policies will have \$200 deducted from their security deposit and will be billed any fees that WaterFire incurs in dealing with such violations.

At the conclusion of each event, WaterFire inspects all vending location areas. Upon inspection, if WaterFire finds any debris or products in a vendor location, the vendor of said location will be charged a **\$50 disposal**



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clean up fee which shall be deducted from vendor security deposits. (*Please refer to security deposit policy*)

## **End of Event Breakdown**

For the safety of our patrons and our staff, participating food vendors may not break down their setups or bring any vehicles onto the WaterFire event site until 11:30PM. Please note that if the event is still ongoing during your breakdown; vendors must make sure to break down their setup safely and quietly. WaterFire events are usually scheduled to end at 12:00AM