

# OLD FALLS STREET FOOD VENDOR –

## ***RULES AND REGULATIONS, 2019***



**\*\*For more info, call (716) 278-2118 or email [info@fallsstreetusa.com](mailto:info@fallsstreetusa.com)**

### **I. OLD FALLS STREET, USA**

Old Falls Street, managed by Spectra, provides maintenance as well as coordinates and arranges activities along the street. This three-block destination connects Niagara Falls State Park with The Conference & Event Center Niagara Falls, the Seneca Niagara Resort & Casino, and down town hotels, restaurants and attractions.

### **II. OBTAINING A LICENSE**

In order to obtain a license, your application must be approved by a) **Old Falls Street**, b) **USA Niagara Development Corp**, and c) the **City of Niagara Falls**.

### **III. LICENSE PERIOD, COMMITMENT & FEES**

Your license will be issued for a determinate amount of months during the current year of your application, starting no earlier than **April 1<sup>st</sup>, 2019** and ending before **October 1<sup>st</sup>, 2019** unless extended with special permission. The opening of the public season will happen on/near Friday, May 10<sup>th</sup>. If you want to vend outside of those dates, you must get approval from the Director of Events in advance.

For the months of April through September, you are required to vend on Old Falls Street by the posted hours on your cart. If you are absent from your scheduled times, you must notify the Old Falls Street manager in advance of any such absence(s). ***Consistent, reliable hours are important for service.***

The monthly vending rental fees range from \$550-\$950 per spot, based on location and proximity to Niagara Falls State Park. Below is a sample payment schedule: *(The rent is due by the 5<sup>th</sup> day of the month.)*

| <b>Month</b>     | <b>Monthly Rate*</b> | <b>Notes</b>        |
|------------------|----------------------|---------------------|
| <b>April</b>     | (\$550)              | Early Open Option   |
| <b>May</b>       | <b>\$550</b>         | Must Open by May 18 |
| <b>June</b>      | <b>\$550</b>         |                     |
| <b>July</b>      | <b>\$550</b>         |                     |
| <b>August</b>    | <b>\$550</b>         |                     |
| <b>September</b> | <b>\$550</b>         |                     |
| <b>October</b>   | (\$550)              | Extended Option     |

*\*Non-payment of fees will result in loss of vending privileges on Old Falls Street.*

#### IV. OTHER THINGS TO CONSIDER

- Consider during your planning how the cart will be moved and stored out of season. During the vending season, you will be able to leave your cart in your designated space as long as it is properly covered.
- Electricity is available, but limited. All vendors will be given access to power through our street setup. Vendors receive access to one electrical outlet of 110 volt household service, with a maximum rating of 15 amps.
- You will be provided with an Old Falls Street logo to display on your cart.

#### V. CART REQUIREMENTS & SIGNAGE

- No space is guaranteed with your application, and all entries will be approved/denied under the discretion of Old Falls Street management.
- It is expected that all daily food vendors will be open at least (6) days a week, with most vendors having service all (7) days of the week.
- The proposed vendor cart must complement the aesthetics of Old Falls Street, and must be executed in a professional manner using methods and techniques associated with good craftsmanship.
- **All display and signage must be approved**, including the cart design, canopy, roof and signage colors under the direction of Old Falls Street, USA.
- All approved signage must adhere to any Signage Ordinance covering these uses, as outlined by Old Falls Street, USA and the City of Niagara Falls.
- Cannot use more than one structure per vendor location.

#### VI. VENDING CART / POINT-OF-SALE

**Provide a color picture – with dimensions - of your cart with application.**

Also provide pictures of any additional signage with dimensions to be displayed with cart (including menu boards with current pricing, business name, etc.).

The cart dimensions may determine the location options on Old Falls Street. Almost all spaces are limited to 8-10 foot width maximum. **The size, layout and visual design of your vending cart is the single greatest determinate of application approval.**

*For example, this cart is 5 feet long, 2 feet wide and 3 feet high (without umbrella):*



**VII. HOW TO APPLY FOR A CART VENDOR LICENSE**

**1. Fill out and send in an application form to Old Falls Street:**

An application for a vendor cart is valid for the year applied. Existing and prospective cart vendors must re-apply each year.

**2. Receive a written confirmation that your license has been approved or denied:**

You will receive a written notice that your cart has been approved or denied. Upon approval, your vending space on Old Falls Street will be assigned to you by the managers.

**3. Submit vendor permit through the City of Niagara Falls**

Required after Old Falls Street managers grant license but before you start selling on Old Falls Street.

**VIII. APPLICATION FORM**

**Old Falls Street, 101 Old Falls Street, Niagara Falls, NY 14303**

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Have you held a previous Old Falls Street license?**

NO \_\_\_\_\_ YES \_\_\_\_\_ If so, what year(s)? \_\_\_\_\_

**Menu (include pricing):**

*\*\*You are welcome to attach a menu, or email a separate file.*

**Electrical needs (include all items that will be plugged in):**

**Vending Schedule (Your Projected Daily Hours for May-September):**

|                | <b>MON</b> | <b>TUES</b> | <b>WED</b> | <b>THURS</b> | <b>FRI</b> | <b>SAT</b> | <b>SUN</b> |
|----------------|------------|-------------|------------|--------------|------------|------------|------------|
| <b>Open @</b>  |            |             |            |              |            |            |            |
| <b>Close @</b> |            |             |            |              |            |            |            |

Conditions of my Old Falls Street Vendor License:

1. I will display my vending hours at all times. If I am unable to abide by my posted hours I will notify the Old Falls Street managers immediately.
2. I will display my license at all times and comply with all requirements of my license.
3. I will display my information in accordance with any Signage Ordinance for district.
4. I will be courteous to nearby businesses and neighbors.
5. I will not interfere with pedestrian or vehicular traffic.
6. I will provide a trash receptacle, a mat, and clean my vending area each day, including the area up to four feet around their cart clear of trash and debris.
7. I understand my spot may not be available during special events on Old Falls Street.
8. I will abide by all local, state and federal laws at all times while on Old Falls Street.

I certify that the information above is true and complete to the best of my knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Attachments:**

- \_\_\_\_\_ **Photos of cart showing ALL sides, ALL signage, ALL measurements.**
- \_\_\_\_\_ **Copy of Proof of Business Insurance**  
 (General liability and product liability insurance coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate naming the City of Niagara Falls, Old Falls Street, USA & Spectra Management as additionally insured.)

## **IX. OLD FALLS STREET CART VENDOR TERMS AND CONDITIONS**

Please read the following terms and conditions upon approval of license, then sign and date.

I understand the following terms and conditions of vending on Old Falls Street, and that the violation of any may subject my license to be revoked.

1. I understand that no property rights are created by the maintenance of the vending facility, and that the permitted location may be changed by Old Falls Street management after not less than five days written notice to the Vendor.
2. I understand that the Old Falls Street management may designate an alternate temporary location due to special events, construction or other circumstances that require use of a vendor location. Such notice may be made orally. In case of an emergency, the vendor will move immediately upon oral notice from any Old Falls Street manager.
3. I understand that there is no guarantee of electricity at my permitted location.
4. I understand that Old Falls Street does not reimburse cart vendors for loss of sales due to lack of power, change in location, construction, weather, and special events or other like circumstances.
5. Except in case of an emergency, I may not relocate from my assigned spot.
6. At all times, I will operate my business in an orderly manner. I shall not, with the intent to cause public inconvenience or annoyance, engage in fighting or threatening behavior, make unreasonable noise, use abusive or obscene language, make an obscene gesture, or obstruct vehicular or pedestrian traffic.
7. I will provide Old Falls Street management with a certificate of insurance as provided by the City of Niagara Falls Ordinance. Should the certificate expire, my rights to vend on Old Falls Street shall automatically lapse until a new certificate is received.
8. If I am to be absent from my posted vending hours, I must notify Old Falls Street management in advance of the date(s) and times of any such absence(s).
9. No exposed inventory stock at or near the vending facility is allowed.
10. I will keep the area surrounding the vending facility clear of trash and debris for a distance of four feet. If Old Falls Street management is require to contract for special maintenance because of the vendor cart space, a fee will be applied to the vendor. Payment is required within 45 days of receiving written and/or verbal notice.
11. I will contact Old Falls Street management when I need to dispose any large items.

12. I will not keep animals of any kind near the vending facility.
13. I will not use parking meters, utility poles, trees, or property other than my own facility to advertise in any manner.
14. I will not operate a motor vehicle on the pedestrian portions of Old Falls Street.
15. If I am not leaving my cart covered in its designated spot, I understand that my cart must be placed each day no more than one hour before the cart's opening and removed each day no more than one hour after the cart's closing.
16. Any signage on/near the vending cart is subject to approval by Old Falls Street, USA.
17. My dressing and grooming, and that of my employees, will be appropriate to my work situation. Attire is to include a shirt, shoes, pants/shorts/skirt at all times. Clothes must be clean, in good condition, and with no offensive advertising or language on it.
18. I agree to no soliciting and/or "hawking" from my cart.
19. I agree to provide the Old Falls Street management with all paperwork requested including Application, Copy of Insurance Certificate, and signed copy of Old Falls Street Cart Vendor Terms & Conditions.
20. I agree to pay Cart Vendor fees, as outlined in my accepted application. Non-payment of fees will result in loss of vending privileges on Old Falls Street.
21. I understand that Old Falls Street management may deny a license, if:
  - a. Cart vendor violates existing City of Niagara Falls ordinances, including noise ordinance, truancy ordinance, public decency ordinances and the ordinances on the sidewalk obstruction and aggressive panhandling.
  - b. Cart vendors have not complied with written guidelines from either Old Falls Street management or from the City of Niagara Falls police officers.
22. If there is a violation of rules and regulations, licensee will be provided with a verbal and written warning, and asked to correct the violation within 2 business days.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Contact:** Tony Maggiotto, Event Director  
**Phone:** (716) 278-2118

Kim Barrus, Event Manager  
 (716) 278-2141

**Email:** FallsStreet@gmail.com  
**Website:** <http://www.FallsStreet.com>

**Office Fax:** (716) 278-0008

## RULES & REGULATIONS

- 1) **APPROVAL:** All applications are approved at the discretion of Old Falls Street management. At no point will vendors be permitted on the street without proper credentials.
- 2) **APPLICATION:** Applications will be processed and Vendors will receive a direct notice on approval or denial once processed. OLD FALLS STREET will provide Vendors with an invoice for required payment. Applicants who do not have the full deposit paid a week prior to the event may be replaced with another vendor at the discretion of OLD FALLS STREET.
- 3) **SALES TO THE PUBLIC:** Vendors shall not sell or distribute any alcoholic beverages. Vendors may not make alcoholic beverages a part of the offer to patrons. Vendors may sell clothing and other promotional items if, and only if, they identify the vendor's establishment only.
- 4) **SPACE ASSIGNMENTS:** Whenever possible, assignments will be made by OLD FALLS STREET in keeping with preferences as to location request by vendor. OLD FALLS STREET reserves the right to make the final determination of all space assignments. OLD FALLS STREET reserves the right to make modifications to the layout plans, which are believed to be accurate, but only warranted to be approximate. Modifications may be necessary to adjust to the needs of the vendors and the street, or to meet legal, safety, or operational requirements.
- 5) **CHARACTER OF EXHIBITS:** OLD FALLS STREET reserves the right to prohibit the display of any article that in its opinion is not in keeping with the nature and character of the street.
- 6) **ASSIGNMENT/SUBLETTING OF FESTIVAL SPACE:** Vendors shall not assign, sublet or share the festival space allotted them without the knowledge and written consent of OLD FALLS STREET. No products, arts, accessories, souvenirs, catalogs, or other goods, bearing names of other vendors, sponsors or anyone other than the vendors may be displayed. Firms and organizations assigned festival space will be permitted to solicit business within the festival area.
- 7) **SECURITY:** OLD FALLS STREET will provide reasonable and appropriate security for events. OLD FALLS STREET shall take all proper and reasonable care to see that exhibits are not destroyed or damaged through any cause within its control, but it does not ensure the safety of said exhibits and is required to use only such care as would a reasonable and prudent businessperson in the protection of their own property.
- 8) **INSTALLATION OF EXHIBITS:** Move in times will be assigned and forwarded to you prior to the event. No exhibitors will be permitted to enter or set up at any time other than that assigned by the Site/Location Committee. If a Vendor is not set up during their assigned time, OLD FALLS STREET reserves the right to find the Vendor in default, subject to the remedies addressed in the Contract, and use the space in such a manner as it may deem in the street's best interest.
- 9) **GOVERNING LAWS:** This agreement shall in all respects be governed by the laws of the State of New York and the city of Niagara Falls USA.
- 10) **ORDINANCES:** To ensure the safety of all, fire and health regulations and other applicable ordinances of the City of Niagara Falls, Niagara County, and the State of New York must be observed.
- 11) **FORCE MAJEURE:** In case of cancellation of an event or unavailability of the space for the specified use due to war, governmental action or order, acts of God, fire, strikes, labor disputes or any other causes beyond OLD FALLS STREET control, this agreement shall terminate, and the vendor shall be entitled to the return of the rental fee for the space, less a prorated share for the expenses incurred by the OLD FALLS STREET in conjunction with the event. In case of cancellation by OLD FALLS STREET for any reason within its control, or a change in the date or location of the event, which is unsatisfactory to the vendor, the vendor shall be entitled to the return of all sums paid for the festival space. Refund of rental fees, as provided for in this section, shall be the exclusive remedy of the vendor against OLD FALLS STREET, in case the festival is canceled or rescheduled or if the festival space is unavailable for use. In case of damage to the vendor's property due to war, governmental action or order, acts of God, fire, strikes, labor disputes, or any other cause beyond OLD FALLS STREET's control, the vendor expressly waives liability of OLD FALLS STREET and releases OLD FALLS STREET from all claims for damage and agrees that OLD FALLS STREET shall have no obligation except the above stated refund.
- 12) **ADHESIVE STICKERS:** Giving away of any type of adhesive sticker, promotional or otherwise, is strictly prohibited.
- 13) **ELECTRIC:** Vendors must include electrical needs on application submitted to Old Falls Street Management. Old Falls Street Management has full control and will assist in your electric needs as available.

- 14) **OLD FALLS STREET LOGO PRIVILEGES:** No products bearing the Old Falls Street event or Global Spectrum logo will be permitted without the written permission of Old Falls Street management. Old Falls Street has the right to remove any products that have not been approved without notification.
- 15) **FIRE EXTINGUISHERS** All food concessions are required to have a minimum of 10 lb, ABC Fire Extinguisher at each location. It is the responsibility of each concessionaire to train all employees on proper operation of extinguishers.
- 16) **GREASE DISPOSAL:** All grease must be disposed of properly. No grease of any kind is to be dumped in sanitary or storm drains. Failure to comply with these rules could result in a fine of \$1,250.00. There will be a designated dumping area and staff will be there to assist. Arrangements for the removal during an event can be made by contacting Old Falls Street Director of Special Events at (716)278-2100. Grease mats must be used to cover areas where grease may leak or be used to cook.
- 17) **PROPANE TANKS AND UTILITY LINES** All propane tanks must be chained in place. Propane tanks are not allowed in any buildings. All persons operating propane tanks must be at least 18 years of age.
- 18) **MARQUEES:** All marquees should be professionally designed and illuminated. Hand painted and/or lettered signs are allowed, but must be clean and professional.
- 19) **Parking** Vendors, event organizers, and entertainment will be responsible to provide their own parking arrangements.
- 20) **INSURANCE:** No food vendor credentials will be distributed **WITHOUT** an **APPROVED INSURANCE CERTIFICATE ON FILE** with the Old Falls Street. While you may have sent a copy of your insurance to us, this does not necessarily mean it has been approved by the necessary channels. **IT IS YOUR RESPONSIBILITY TO CONTACT OUR OFFICE** regarding the status of your insurance prior to the event. Lack of compliance may result in severe delays in set up of your booth and/or forfeiture in event participation.

**ADDITIONAL INSURED'S THAT NEED TO BE INCLUDED:**

Conference Center Niagara Falls, Global Spectrum, USA Niagara Development Corporation, The State of New York, The City of Niagara Falls NY, and Old Falls Street

- 21) **Storage** due to limited space we cannot provide long time and or short term storage areas to vendors. Please bring only what you plan on using.
- 22) **Transport Vehicles** may be used to unload but we ask that vendors make it a safe and organized process. All transport vehicles should be out of the intended event space on Old Falls Street, one hour prior to the event start time.

**Required Documents**

The following documents are required to operate a food stand/booth at an Old Falls Street event. These must be submitted to the administration office with your signed application. Upon receipt of all required forms, we will issue your credentials.

- ✓ Approved Certificate of Insurance
- ✓ Niagara County Health Permit

**IMPORTANT**

All vendors are responsible for the clean-up of their area after tear down. At the end of the term of use, the vendors must clean the premises so that the grounds are in the same condition as they were when you arrived. If the vendor fails to comply, they will be liable to Old Falls Street-Global Spectrum for any and all expenses incurred in cleaning the premises and otherwise restoring the premises to such conditions. Billing for any of these cleaning services would be sent separate at the conclusion of the event.

All items belonging to Vendor that is in or on any part of the premises shall be at the risk of Vendor, and Old Falls Street shall not be liable for any damage thereto or for the theft, misappropriation or loss thereof or any other loss resulting from any accident in or about the Premises unless caused by the gross negligence or willful misconduct of Promoter.

Vendor shall not injure, mar, or in any manner deface or damage the premises and/or its contents or cause or permit the same to be done. Vendor will not drive or permit to be driven any nails, hooks, tacks, screws, or other devices into any portion of the Premises without Promoter's prior approval. Vendor will not utilize or permit to be utilized and tape, glue, cement, or any other compound to fasten signs, banners or any other form of display or advertisement to any portion of the premises without prior approval.



23) **CHANGES AND AMENDMENTS:** The OLD FALLS STREET reserves the right to make changes to these Rules and Regulations. Any matters not specifically addressed herein are subject to decision by the OLD FALLS STREET. The OLD FALLS STREET reserves the right to make such changes, amendments and additions to these rules as considered advisable for the proper conduct at the event with the provision that all vendors will be advised of any such changes in writing.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**Grease:** I understand I must provide adequate measures including ground coverage and proper grease disposal and handling. \*Note rules and regulations # 16 or I will be charged for cleanup fees.

Signature: \_\_\_\_\_

Approved by: \_\_\_\_\_

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

Vending Location: \_\_\_\_\_