



# FOOD Vendor Rental Requirements

## for the 7th Annual Tewksbury Fall Harvest Festival

Sunday, Sept 26, 2021 12:00 PM to 5:00 PM

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### Location and vendor specifications

1. Food Vendor rental space will be marked out prior to the event. Please contact [tewksburyevents@gmail.com](mailto:tewksburyevents@gmail.com) with questions.
2. Vendors will supply their own tables, tents, set-up supplies and generators.
3. No registration fee required.
4. Vendors will be responsible for their own liability insurance. There are no secure areas at the festival, belongings and personal items are the responsibility of the Vendor/Owner.
5. Vendors selling, serving or sampling any type of edible food, whether there is a charge or not, MUST fill out a temporary food permit application and return to the Health Department at town hall or to [health@tewksbury-ma.gov](mailto:health@tewksbury-ma.gov) with applicable documents by **August 31, 2021**. There is NO additional Health Department fee for the Harvest Festival. Failure to send in the form by the deadline will result in forfeiting your space at the event.
6. Vendors serving hot items must keep hot preparation materials out of the public reach. This includes ovens, dispensers, warmers and deep fat fryers.
7. Food/Amusement Vendors are required to post menus and prices on a sign, easily visible to the public.
8. No Vendor shall sell any item of which could be deemed by the Town as inappropriate as well as tobacco products or paraphernalia of any type.
9. No registrations will be accepted on-site at the event.

### Day of festival

1. Due to planning and logistics absolutely NO vendors will be allowed to register on-site.
2. Vendors may drive their vehicle onto the field, unload but then must immediately remove vehicle from the field. The ONLY vehicles allowed on the field during the event will be food trucks.
3. Vendors MUST be in place and unpacked and ready for service 30 minutes prior to the opening of the event.
4. All Vendors (food/concessions/crafters) **shall remain in place until final closing, 5:10 PM**, with absolutely NO EXCEPTIONS. This is a safety precaution for patrons inside the event area. Food vendors that need supply replacement from their establishments must use the designated drop off area only. No vehicles will be allowed to drive on the field during the event. Drop off area will be noted at check-in.
5. Vendors requiring electricity will be responsible for supplying their own generator. NO electricity is available on the field.
6. Vendors are responsible for the cleanup of their area after the event.
7. Vendors may display banners and/or advertising within the boundaries of their rental space but may NOT extend beyond that space.

### Helpful links:

[Downloadable "Temporary Food Permit Application" application for food vendors](#)

[Tewksbury Public Events & Celebrations Committee](#)



# Event Concession Vendor Contract

## for the 7th Annual Tewksbury Fall Harvest Festival

Sunday, Sept 26, 2021 12:00 PM to 5:00 PM

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This is an agreement between *Town of Tewksbury c/o Tewksbury Public Events and Celebrations Committee* (hereafter referred to as "Host" and/or the "Town") and (hereafter referred to as "Vendor").

The Host will be hosting the following Event: **2021 Tewksbury Fall Harvest Festival** to take place at **Livingston Street, Tewksbury** on **Sunday, September 26, 2021** starting at **12:00PM**, and has the legal ability to issue a license for concession for vending during the above mentioned Event, and Vendor desires to vend:

FOOD CRAFTS OTHER at and during the above mentioned Event, and has issued the Host a fee of \$ \_\_\_\_\_ for a license to vend at the Event.

**The Host and Vendor parties both agree to the following terms:**

1. Vendor will be given access to the place that is agreed upon by both parties no less than **2 hours** before the Event starts to set up the Vendor's station, goods to be sold, and anything else that is needed and customary to vend at that specific location.
2. The Vendor will not vend any items or services that are not disclosed here at the Event without prior written consent from the Host. Items that will be sold:
3. Vendor's station shall be no bigger than \_\_\_\_\_ by \_\_\_\_\_ feet; and shall be clean and orderly; and shall follow all applicable laws and regulations of the Town and State of the Event.
4. Vendor's staff will be properly dressed and their appearance will be clean and neat and they shall conduct themselves in an orderly fashion.
5. Vendor will have access to the location for up to **1 hour** following the Event conclusion at **5:00 PM** to dismantle and remove all items brought to the Event by Vendor. Vendor shall leave the location free from trash and in similar condition that it was in before the Vendor was there.
6. Vendor agrees to hold the Town free from any damages or claims in any way related to this event. Further, the Vendor waives any and all real and/or potential claims it may have against the Town in any way related to this event. This is meant to be a general and complete release of any and all claims in any and all forums.
7. Vendor assumes all responsibility to obtain all necessary permits, insurance and licenses that allows it to vend in the Town of Tewksbury.
8. Prior to the date of this event the Vendor must present the Town with a certificate of liability insurance that names the Town as an additional insured.

In agreement to the above mentioned terms a representative of the Event and Vendor sign below:

\_\_\_\_\_  
Signature of Vendor

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Town Manager

Date \_\_\_\_\_



# OFFICE OF THE TOWN MANAGER

TOWN OF TEWKSBURY

TOWN HALL

1009 MAIN ST

TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI  
TOWN MANAGER

(978) 640-4300  
FAX (978) 640-4302

## INDEMNIFICATION FORM TOWN OF TEWKSBURY

In consideration of being allowed to participate in any way in the Tewksbury Harvest Festival, related events and activities, (the "Event(s)") I, \_\_\_\_\_, the undersigned, agree:

1. To accept personal responsibility for any damages relating to or resulting from serious injury, permanent disability, death, and severe social and economic losses, which might result not only from my own actions, inactions or negligence but the actions, inaction and negligence of others, the rules of play, or the condition of any and all premises or of any equipment used, and, further, for any other risks not known to me or reasonably foreseeable at this time.
2. To forever release (not file any claim) against the Town of Tewksbury or any of its employees, agents, board members, and/or volunteers, (the "Releases") from any and all claims, rights of action and causes of action of any kind whatsoever that may have arisen in the past or may arise in the future, directly or indirectly, from personal injuries or death to me or property damage resulting from my participation in said Event(s), regardless whether caused, in whole or in part, by negligence of any kind by the Town or the Releases.
3. To indemnify, defend, and hold harmless the Releases against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future directly or indirectly arising from personal injuries or death to me or property damage resulting from my participation in said Event(s), regardless whether caused, in whole or in part, by negligence of any kind by the Town or the Releases.
4. I do hereby agree and affirm that I will fully and completely indemnify the town for any costs damages and/or legal fees associated in anyway with my involvement in the town of Tewksbury Harvest Day.
5. That my participation in said Event(s) is voluntary and that I am free to choose not to participate in said Event(s). By signing this Form, I affirm that I have decided to participate in said Event(s) with full knowledge that the Releases will not be liable for personal injuries and property damage that I might suffer as a result of participating in said Event(s).

6. That I have read this Form with care and that I understand the contents of this Form. I understand and acknowledge that this Form is a legal instrument, which may affect my legal rights and that I was afforded the opportunity to have this Form reviewed by legal counsel of my choice before my signing this Form.

I sign this Form voluntarily and freely without duress. I represent that I am eighteen years (18) old or older. I acknowledge that the Releases have made no representation of fact or opinion to me, which in any manner has induced me to agree to sign this Form.

Witness(es) to Signature:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

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

Signed:

\_\_\_\_\_

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



**TOWN OF TEWKSBURY**  
**HEALTH DEPARTMENT**  
 1009 MAIN STREET  
 TEWKSBURY, MASSACHUSETTS 01876  
 Main Line: 978.640.4470 Fax: 978.640.4472  
 health@teWKsbury-ma.gov

**Fee \$ 50.00**

**APPLICATION FOR TEMPORARY FOOD ESTABLISHMENT PERMIT**  
**\*\*Before completing this application, please read "Are you Ready" (attached).**

Name of Establishment	Operator
Contact Telephone and Email Address	
Name of Event/location	Date(s) of Event/Hours of Operation
Operator Mailing Address	

**ATTACH THE FOLLOWING APPLICABLE DOCUMENTS:**

1. If you are not licensed with the Tewksbury Health Department, attach a copy of your current food permit.
2. Attach a copy of food safety and allergen awareness certificates of your representative who will be present at the event.
3. Menu: Attach or list all items. (Menu must be submitted and approved by the Health Department within 7 days prior of the event.)
4. Check made payable to the "Town of Tewksbury"

**Will foods be prepared at the temporary food service booth? Yes \_\_\_\_\_ No \_\_\_\_\_**  
**Fill out sections below:**

List each potentially hazardous food item and for each item check which preparation will occur

**Section A: at the approved kitchen**

	Food	Thaw	Cut/ Assemble	Cook	Cool	Cold Holding	Reheat	Hot Holding	Portion Package
1									
2									
3									
4									

**Section B: at the event**

	Food	Thaw	Cut/ Assemble	Cook	Cool	Cold Holding	Reheat	Hot Holding	Portion Package
1									
2									
3									
4									

Note: If your food preparation does not fit these charts; please list all of the steps in preparing each menu item on an attached sheet.

7. Food Source(s): \_\_\_\_\_  
 Source and storage of water/ice: \_\_\_\_\_ Storage and disposal of wastewater: \_\_\_\_\_  
 Storage and disposal of garbage: \_\_\_\_\_

I certify that I am familiar with 105 CMR 590.000 Minimum Sanitation Standards for Food Establishments – Chapter X, Federal Food Code – 1999 and the above described establishment will be operated and maintained in accordance with the regulations.

Applicant Signature

Date

Massachusetts Department of Public Health  
Food Protection Program  
Temporary Food Establishment Operations

## Are You Ready?

*Use this guide as a checklist to verify compliance with MA food safety regulations.*

- Application**      Submit a completed temporary food establishment application to the Local Board of Health a minimum of 30 days prior to the event.

### FOOD & UTENSIL STORAGE AND HANDLING

- Dry Storage**      Keep all food, equipment, utensils and single service items stored above the floor on pallets or shelving, and protected from contamination.
- Cold Storage**      Keep potentially hazardous foods at or below 41°/45°F. An effectively insulated container with sufficient coolant may be approved by the board of health for storage of less hazardous foods, or use at events of short duration.
- Hot Storage**      Use hot food storage units when necessary to keep potentially hazardous foods at or above 140°F.
- Thermometers**      Use a food thermometer to check temperatures of both hot and cold potentially hazardous food.
- Wet Storage**      Wet storage of canned or bottled non-potentially hazardous beverages is acceptable when the water contains at least 10 ppm of available chlorine and the water is changed frequently to keep the water clean.
- Food Display**      Protect food from customer handling, coughing, or sneezing by wrapping, sneeze guards or other effective barriers.
- Post consumer advisories for raw or undercooked animal foods.
- Food Preparation**      Food employees must use utensils, disposable papers, disposable gloves or any other means approved by the board of health to prevent bare hand contact with ready-to-eat food.
- Protect all storage, preparation, cooking and serving areas from contamination.
- Obtain food from an approved source. Potentially hazardous foods and perishable items may not be prepared in residential kitchens.

### PERSONNEL

- Person in Charge**      There must be one designated person in charge at all times responsible for compliance with the regulations. Check with your local board of health for food protection management certification requirements.
- Handwashing**      A minimum two-gallon insulated container with a spigot, basin, soap and disposable towels shall be provided for handwashing. The container shall be filled with warm water 100° to 120°F. A handwashing sign must be posted.
- Health**      The person-in-charge must tell food employees that if they are experiencing vomiting and/or diarrhea, or have been diagnosed with a disease transmissible through food, they cannot work with food or clean equipment and utensils. Infected cuts and lesions on fingers or hands must be covered and protected with waterproof materials.

- Hygiene** Food employees must have clean outer garments and effective hair restraints. Tobacco usage and eating are not permitted by food employees in the food preparation and service areas.

#### CLEANING AND SANITIZING

- Warewashing** A minimum of three basins, large enough for complete immersion of utensils and a means to heat water are required to wash, rinse and sanitize food preparation equipment that will be used on a production basis.
- The board of health may require additional sets of utensils if warewashing sinks are not easily accessible.
- Sanitizing** Use chlorine bleach or other approved sanitizers for sanitizing food contact surfaces, equipment and wiping cloths.
- Wiping Cloths** Store wet wiping cloths in a clean 100ppm chlorine solution. Change frequently.

#### WATER

- Water Supply** An adequate supply of potable water shall be on site and obtained from an approved source. Water storage at the booth shall be in approved storage containers.
- Wastewater Disposal** Dispose of wastewater in an approved wastewater disposal system. An adequate number of covered containers, labeled "Wastewater" shall be provided in the booth.

#### PREMISES

- Floors** Unless otherwise approved, floors shall be constructed of tight wood, asphalt, or other cleanable material. Floors must be easily cleanable.
- Walls & Ceilings** Walls and ceilings are to be of tight and sound construction to protect from entrance of elements, dust, debris and, where necessary, flying insects. Walls shall be easily cleanable.
- Lighting** Provide adequate lighting by natural or artificial means if necessary. Bulbs shall be shatterproof or shielded.
- Counters/Shelving** All food preparation surfaces shall be smooth, easily cleanable, durable and free of seams and difficult to clean areas. All other surfaces shall be easily cleanable.
- Trash** Provide an adequate number of cleanable containers inside and outside the booth.
- Restrooms** Provide an adequate number of approved toilet and handwashing facilities. These facilities shall be accessible for employee use.
- Clothing** Store personal clothing and belongings in a designated place in the booth, away from food preparation, food service and warewashing areas.

#### Need more information on food safety and MA food regulations

[www.mass.gov/dph/fpp](http://www.mass.gov/dph/fpp)

Retail Food Information

[http://www.umass.edu/umext/nutrition/programs/food\\_safety/resources/index.html](http://www.umass.edu/umext/nutrition/programs/food_safety/resources/index.html)

MA Partnership for Food Safety Education Resources/Food Safety Principles for Food Workers

[www.foodsafety.gov](http://www.foodsafety.gov)

Gateway to Government Food Safety Information

**TOWN OF TEWKSBURY**  
**BOARD OF HEALTH**  
**TEMPORARY FOOD EVENT**  
**TEMPERATURE LOG**

**ESTABLISHMENT:** \_\_\_\_\_

**OCCASION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**FOOD:** \_\_\_\_\_

**Time Placed into Holding:** \_\_\_\_\_ **Temp.:** \_\_\_\_\_

**Arrival Time @ Event:** \_\_\_\_\_ **Temp.:** \_\_\_\_\_

**TEMPERATURES MUST BE CHECKED EVERY 30 MINUTES**

<u>Time</u>	<u>Temp.</u>		<u>Time</u>	<u>Temp.</u>

Notes:

Each food item must have their own temperature log.

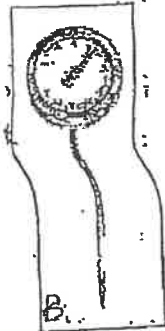


NOTE: Wastewater Disposal  
MUST BE OFF-SITE.

A HANDWASHING STATION MUST INCLUDE:  
POTABLE HOT & COLD RUNNING WATER (OR WARM WATER); LIQUID SOAP IN A DISPENSER; PAPER TOWELS; CONTAINER FOR WASTE WATER. WATER CONTAINER MUST BE CLEAN AND HAVE A VALVE OR SPIGOT THAT REMAINS OPEN TO ALLOW FOR ADEQUATE HANDWASHING.

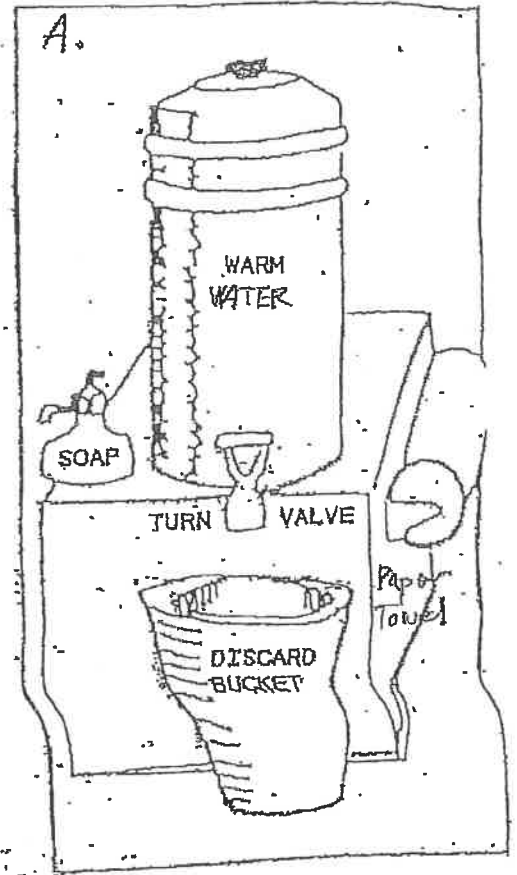
B. Temperature:

Cold Food keep  $\leq 45^{\circ}$   
Hot Food keep  $\geq 140^{\circ}$



Internal Cooking Temps
165°F reheats, poultry
155°F ground meats pork
145°F whole meats fish other PHFs

Thermometers provided.



C. MANUAL DISHWASHING PROCEDURE  
AT SPECIAL EVENTS

Chlorine Sanitizing Solution:  $\frac{1}{2}$  Table Spoon Bleach in Per Gallon Water.

Chlorine 100 P.P.M. OR  
Quat 200 P.P.M.

