

Freedom Fest at the 2020 Suffolk County Marathon

Catholic
Health Services
of Long Island
At the heart of health



Suffolk County Executive Steve Bellone, the Suffolk County Legislature, Catholic Health Services, and Race Awesome are hosting the 2020 Suffolk County Marathon and Half Marathon to Support Our Veterans this **October 25th, 2020**. With 1.5 million people and 90,000 veterans residing in Suffolk County we are proud to host this event and we hope you can join us in honoring our local heroes. In previous years the event drew approximately 4,000 people and last year's race included over 2,300 runners from 21 states and eight countries. This year's event begins in the Village of Babylon and ends in Gardiner County Park and will be followed by the Freedom Fest. To learn more please visit: www.suffolkmarathon.com.

The Freedom Fest is a showcase of the rich and diverse collection of food and beverage options available across Suffolk County. The event is organized by Race Awesome. The Festival is a wonderful opportunity for your business to reach new customers, build overall brand awareness, and drive repeat visitations to Suffolk County. There is a \$100 vendor fee for a 10'x10' lease with additional adjacent vendor spaces available for lease. Food Trucks are charged a flat fee of \$250. All net proceeds support veterans' services. If you are interested in participating in the sixth annual Freedom Fest, please contact Race Awesome at (516) 442-0117 or at corey@raceawesome.com. We look forward to your participation!

WHEN:
SUNDAY, OCTOBER 25, 2020
9:00 AM-3:00 PM

SET-UP TIME:
5:00 AM-7:00 AM

WHERE:
GARDINER COUNTY PARK
MONTAUK HWY, BAY
SHORE, NY 11706

CONTACT:
Race Awesome
(516) 442-0117
corey@raceawesome.com

VENDOR FEES:
\$100 FOR 10'X10' LEASE
\$250 FOR FOOD TRUCKS

Vendor spaces are 10'X10'. Multiple adjacent vendor spaces available for lease. Tents, tables, umbrellas, etc. are your responsibility – none will be provided. Electricity is NOT available. Please bring your own generators if needed. The event will take place rain or shine. There will be no refunds for cancellations or no-shows. Vendors are responsible for keeping their leased areas clean.

To participate in the Freedom Fest please complete the form below, separate and **return by October 16th** with your **check payable to Race Awesome**
Attn: Corey Roberts | (516) 442-0117 | corey@raceawesome.com

2020 FREEDOM FEST REGISTRATION

Name of Operation: _____

Contact Person: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Cell No.: _____

Email: _____

Number of 10'x10' Leases: _____ x \$100 = \$ _____ Number of Food Trucks: _____ x \$250 = \$ _____

Products Available For Sale: _____

AGREEMENT TO USE STREET SPACE AT FREEDOM FEST

1. Race Awesome, Inc. ("Corporation") gives permission to _____ ("Vendor") to participate in the "Freedom Fest" event on October 25, 2020 on Gardiner County Park in West Bay Shore by operating a booth or booths for the purpose of providing _____ (Type of Product) at the finishing area of the Suffolk County Marathon.

2. Vendor acknowledges and agrees that the County of Suffolk ("County") is not a party to this agreement ("Agreement") and that Vendor is not entitled to any rights, benefits or remedies from the County as a result of entering into this Agreement. Notwithstanding the foregoing, Vendor further agrees that it shall protect, indemnify and hold harmless the Corporation, and the County and their respective officers, officials, servants, employees, agents, and subcontractors from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or negligence of Vendor, its officers, officials, employees, subcontractors, agents, or servants in connection with or related to this Agreement. Vendor shall defend the Corporation and County and their respective officers, officials, employees, agents, servants, and subcontractors in any suit or proceeding, including appeals, or at the Corporation's and/or the County's, option, pay reasonable attorney's fees for the defense of any such suit or proceeding arising out of the acts or omissions or negligence of Vendor, its officers, officials, employees, agents, servants, or subcontractors, if any, in connection with or related to this Agreement.

3. Insurance:

Vendor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified below. Vendor agrees to require that all of its subcontractors, in connection with work performed for Vendor related to this Agreement, procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in the amounts and types equal to that specified by Corporation for Vendor:

- a. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage. The Corporation and the County shall be named as additional insureds.
- b. Automobile Liability insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence for vendors using a vehicle as part of their display (e.g., ice cream truck). The Corporation and the County shall be named as additional insureds.
- c. Workers' Compensation, Employer's Liability and Disability Benefits insurance, if required by law and in compliance with all applicable New York State laws and regulations.
- d. In the event any beverages containing alcohol are being sold at the booth, Vendor must obtain the following insurance:

Dram Shop insurance, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence providing coverage for claims arising out of the acts of patrons who may have been served any alcoholic beverage. The Corporation and the County shall be named as additional insureds.
- e. All policies providing the above coverage shall be issued by insurance

companies authorized to do business in New York with an A.M. Best rating of A- or better.

- f.** Vendor shall furnish to the Corporation and the County prior to the execution of the Agreement, declaration pages for each policy of insurance required under this Agreement, other than a policy for commercial general liability insurance, automobile liability insurance and dram shop insurance and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, automobile liability insurance and dram shop insurance, Vendor shall furnish to the Corporation and the County prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the Corporation's and the County's status as additional insureds on said policies, and upon demand, a true and certified original copy of such policies evidencing compliance with the aforesaid insurance requirements.
- g.** Vendor shall not have any use of the booth[s] until these conditions are met.
- 4.** The parties hereto agree that the County and its officers, officials, servants, employees, and agents are deemed to be third party beneficiaries of this Agreement.
- 5.** All costs and expenses for the booth[s] and its operation shall be paid by Vendor. The Corporation and the County shall not be responsible under any circumstances for any costs and expenses incurred in connection with the booth[s], or the goods and/or services Vendor provides.
- 6.** This Agreement is construed and guided in accordance with the laws of the State of New York and, in the event of any litigation between the parties hereto or any party and the County, New York laws shall govern and the location of any litigation shall be Suffolk County, New York.
- 7.** Should any portion of this Agreement be found to be invalid or unenforceable, it shall not affect the remainder of this Agreement.
- 8.** Parking is permitted in only designated areas in Gardiner County Park.
- 9.** Vendor consents to the terms/rules/conditions of the Agreement and to any terms/rules/conditions of Gardiner County Park. Failure to adhere to said terms/rules/conditions will result in loss of booth use privileges without regard to compensation paid.
- 10.** Smoking is prohibited in the booth or booths at all times.
- 11.** In the event any beverages containing alcohol are being sold at the booth[s], the Vendor is required to file all necessary papers with the appropriate New York State authorities and to obtain whatever licenses and/or permits to sell such beverages. The Vendor shall provide evidence to the Corporation of such licenses and/or permits before Monday, October 12, 2020 at 5pm, and shall comply with all terms and conditions set forth in such licenses and/or permits.
- 12.** In the event any prepared food is being sold at the booth[s], the Vendor is required to provide proof of current Suffolk County Department of Health Services licenses and/or permits, and all other required permits, if any, to the Corporation before Monday October 12, 2020 at 5pm.
- 13.** The Vendor is responsible for keeping its booth[s] and areas clean. All trash and boxes are to be taken with the Vendor at the conclusion of the October 25, 2020 event.
- 14.** No electric service will be provided to the Vendor. A generator is permitted if it is a newer, less noise generating model, subject to Corporation approval.
- 15.** The Vendor is not permitted to give or share any portion of its booth or booths to another person or vendor.

16. The appropriate fee paid by the Vendor to the Corporation pursuant to this Agreement is non-refundable.

17. The Freedom Fest event will take place rain or shine.

18. The term of the Agreement is from October 24, 2020 to October 25, 2020.

Vendor: _____

By: _____ Title: _____
Authorized Signature

_____ Telephone Number: _____
Print Name

Date: _____

Race Awesome, Inc.

By: _____
(Race Director Signature)

Date: _____

VENDORS TEMPORARY FOOD SERVICE APPLICATION and PERMIT



Suffolk County Department of Health Services
 Bureau of Public Health Protection
 360 Yaphank Avenue, Suite 2A
 Yaphank NY 11980
 (631) 852-5999 FAX (631) 852-5871
 EMAIL: HealthPHP@suffolkcountyny.gov

FOR OFFICE USE ONLY	
DATE RECEIVED: _____	
FEES:	
<input type="checkbox"/> \$95 Temporary stand or self-contained vehicle not under annual permit	
<input type="checkbox"/> \$70 Late fee for applications submitted less than 14 days prior to the event	
PERMIT ISSUED <input type="checkbox"/> DENIED <input type="checkbox"/>	
SANITARIAN _____	
SANITARIAN ID# _____	

INSTRUCTIONS

- TYPE OR PRINT LEGIBLY & SUBMIT AT LEAST 14 DAYS PRIOR TO THE EVENT
- APPLICATIONS RECEIVED LESS THAN 14 DAYS PRIOR TO THE EVENT MAY NOT BE APPROVED; IF APPROVED, MENU MAY BE RESTRICTED
- PAYMENT BY CHECK OR MONEY ORDER (PAYABLE TO "COMMISSIONER OF HEALTH SERVICES") OR VISA/MASTER CARD

Name of Operator/Vendor:			Name of Food Service (DBA):		
Address of Operator/Vendor:			City:	State:	Zip:
Email Address:			Daytime Phone #:	Corporation Name:	
Mailing Address (if different):			City:	State:	Zip:
Event Name:			Event Location		
Event Start Date:	Event End Date:	Event Hours:	Event Coordinator:	Coordinator's Phone #:	
Street Address of Event:		Nearest Cross Street:	City:	State:	Zip:
Set-Up Date:	Set-Up Time:		Coordinator's Email Address:		
Type of Establishment (check all that apply): <input type="checkbox"/> Vehicle/Trailer <input type="checkbox"/> Indoor <input type="checkbox"/> Outdoor <input type="checkbox"/> Restaurant Show Case <input type="checkbox"/> Booth/Stick Stand <input type="checkbox"/> Field Kitchen					
Name of Person at this event with a Food Manager's Certificate:			Food Manager's Certificate Number/Expiration:		

IMPORTANT FOOD SAFETY REQUIREMENTS

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Wash your hands with soap and water (not with hand sanitizer) before starting work, and each time after contamination, including coughing, sneezing, handling unclean items, eating, using tobacco, when changing gloves, or after using the toilet. 2. Never allow bare hands to come in contact with food that will not be cooked. Use disposable gloves, clean & sanitized utensils, napkins, or deli paper to handle ready-to-eat foods. 3. Individuals with vomiting or diarrhea, or having infected wounds on exposed body parts must not handle or serve food or food-related items. 4. Avoid cross-contamination. Never store raw meats, fish, or eggs above prepared or ready-to-eat foods. 5. Safe food temperatures must be maintained. All potentially hazardous (temperature controlled for safety) foods that will be transported cold must arrive at the event and be maintained at or below 41°F. All potentially hazardous (temperature controlled for safety) foods that will be transported hot must arrive at the event and be maintained at or above 140°F. | <ol style="list-style-type: none"> 6. Cook poultry and stuffed meats to at least 165°F.
 Cook hamburgers and other ground meats to at least 158°F.
 Cook pork to at least 150°F.
 Cook eggs to at least 145°F.
 Cook beef (solid cuts) to 130°F. 7. Foods reheated for hot holding shall be heated to 165°F within 2 hrs. 8. Stem-type food thermometer 0°F - 220°F with 2 degree increments is required if you serve any potentially hazardous (temperature controlled for safety) foods. Temperatures must be monitored frequently. 9. Sanitizer for wiping cloths must be provided in your booth/vehicle. 10. Displayed foods must be protected by a sneeze guard or other barrier. 11. Canned or bottled beverages stored on ice must be stored in a container with a continuous drain. 12. Water must be from an approved source |
|--|---|

IF YOU ARE APPLYING FOR A PERMIT FOR A BOOTH/STICK STAND COMPLETE THIS SECTION:

NOTE: Food preparation is restricted to cook and serve only. No slicing, cutting, blending, or mixing of foods and beverages is permitted. Food and equipment must be protected from contamination at all times.

Construction

Describe flooring:	Describe overhead protection:	How will patron access be restricted? (i.e. tables, walls)
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Refrigeration

How will food be transported to the event? (i.e. refrigerated truck, insulated containers)	Describe type of mechanical refrigeration in the booth.	Describe any other types of mechanical refrigeration on site.
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Events longer than 1 day require overnight mechanical refrigeration

Please describe:

Hand Washing Station

Describe hand wash station to be used in booth. (A hand wash station can consist of 2 gallons of water in an urn with spigot that locks in the open position, a waste/collection bin to collect waste water, liquid soap & paper towels)

Cooking, reheating, and hot holding equipment

Describe type of equipment to be used in booth.

IF YOU ARE APPLYING FOR A PERMIT FOR A TRAILER OR FIELD KITCHEN COMPLETE THIS SECTION:**Potable water supply (Food Grade hoses are required for all potable water supply uses.)**

Will you be connecting to the fresh water supply at the event?

- Yes
 No If **NO** attach a copy of the water bill or lab test results for the location where potable water tanks are filled

Fresh water tank size _____ gallons or Length _____ in. Width _____ in. Height _____ in.	During the super-chlorination process how much bleach is used? _____ oz. Amount of time _____ hrs.
Type of backflow device on trailer at potable water connection:	How are water lines protected from contamination?

Refrigeration

How will cold food be transported to the event? (i.e. refrigerated truck, insulated containers)	Describe type of mechanical refrigeration on board:
Describe any other types of mechanical refrigeration on site:	Is your food service operation provided with continuous electric power for 24 hours a day? Yes <input type="checkbox"/> No <input type="checkbox"/>
What is the source for continuous electric power?	

3 Bay Sink and hand washing sink

3 Bay Sink on board with hot and cold running water and indirect drains? Yes <input type="checkbox"/> No <input type="checkbox"/>	Handwashing sink on board with hot and cold running water? Yes <input type="checkbox"/> No <input type="checkbox"/>
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Waste Water

Are waste water tanks built-in or roll away?	Describe the manner in which waste water is disposed
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MENU AND PREPARATION PROCEDURES:

Describe all preparation procedure(s) for each food and/or beverage item prepared at the BOOTH/TRAILER/VEHICLE

Menu Item(s)	Prepared off-site		Cold holding 41° F or below	Cook Temp	Reheat for hot holding 165° F	Hot holding 140° F or above	Assemble	Other/Notes
	Yes	No						
(example) Cheeseburger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	158° F	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	serve
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	° F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

If off-site food preparation is required, complete this section.

Establishment Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Permit #: _____

Permitting Agency: _____

Dates and times establishment used: _____

FOOD SOURCE INFORMATION

Name of Food Source	Address of Food Source				Food Items
	Street Address	Town	State	Zip	

NOTE: If serving shellfish (clams, oysters, mussels, scallops), shellfish tags and receipts must be available for inspection at the event and be retained for 90 days following the event.

I hereby certify that information I provided in this document is true. I understand that I am obligated to comply with the food safety requirements as stated herein as well as applicable provisions of the Suffolk County Sanitary Code. Additionally, I fully understand that any deviation from the conditions stated herein without prior permission from the Department may result in legal action and/or closure of the food service operation.

Signature of Applicant

Date

ALCOHOL SALES CHECKLIST

All NYS Alcohol Vendors must enforce age restrictions regarding sales by the bottle and sampling at farmers markets. To offer samples, you must have a one time or annual tasting permit from the State Liquor Authority (SLA). All alcohol vendors need a valid NYS Sales Tax Certificate and must submit their brand label for approval - <http://www.sla.ny.gov/brand-labeling> All vendors interested in selling alcohol for on-site consumption will need an SLA special events permit, found at <http://sla.ny.gov/permit-available-online>. An SLA permit will also require a landlord authorization form which you must have signed by an authorized representative of Suffolk County. You will find common answers to the SLA questions on the following page. If you are selling alcohol in the beer, wine or spirits garden ONLY, a Suffolk County DHS "[Vendors Temporary Food Service Application and Permit](#)" will be secured by the event organizers and is NOT needed.

Per NY State law, **NO on-premises alcohol sales are permitted before 10am for on-premises or off-premises consumption.** Also, alcohol for on-site consumption is not permitted in a glass bottle or container. Alcohol consumption is only permitted in designated penned-in areas. The *FreedomFest* will be certified by New York Agriculture & Markets as a "Farmers Market," so all applicable benefits cited below apply. Alcohol vendors will need to provide evidence to Race Awesome of the necessary licenses and/or permits before **Friday, October 12, 2020 at 5pm.**

Farm Brewery License – Beer producers sourcing 20% or more of their ingredients from New York State farms are eligible for a Farm Brewery License which allows them to produce beer in NYS. No other SLA license is needed for farm breweries to sell NY labeled beer by the bottle at Farmers Markets as defined above. A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Craft Brewery License – Beer producers making 60,000 barrels or less per year with any ingredients can get a Craft Brewery License. Craft Breweries can sell at Farmers Markets with either a no-fee permit from the NYS Liquor Authority OR a Marketing Permit:
No Fee Permit: <http://sla.ny.gov/permit-available-online>.
Marketing Permit: <http://sla.ny.gov/permit-available-online>.
A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Farm Wineries or Micro Wineries License – Farm Wineries produce 150,000 gallons or less per year whereas Micro Wineries produce 1,500 gallons or less. Both licenses require wines to be made from 75% grapes, fruits, or other agricultural products made in NYS. No permit is needed from SLA for licensed Farm and Micro Wineries to sell for off-premises consumption at Farmers Markets, though a [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Farm Cidery License – A Farm Cidery License from the SLA is for those producing 150,000 gallons or less of cider per year and cider must be NYS labeled. In order to be NYS labeled the product must be made exclusively from apples or fruits grown in NYS. Cider producers with a permit to conduct tastings may sell their cider at a NYS Farmers Market where they are conducting a tasting. A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

Farm Distilleries License - Farm Distilleries produce 35,000 gallons or less of spirits per year and use 75% or more New York State ingredients. In addition to the Farm Distillery License, a Marketing Permit is needed to sell distilled products by the bottle at NYS Farmers Markets: <http://sla.ny.gov/permit-available-online>. A [Temporary Beer, Wine and Cider Permit](#) is needed to sell by the pour.

COMMON ANSWERS TO SLA PERMIT QUESTIONS

Describe the event function

FreedomFest will be a showcase of the rich and diverse collection of food and beverage options available across Suffolk County. FreedomFest will be a wonderful opportunity to feature local businesses, build overall brand awareness, and drive repeat visitations to Suffolk County.

Is the event advertised? If yes How?

Yes. Web presence (<https://www.suffolkmarathon.com/FreedomFest.aspx>), social media (Facebook & Twitter), marketing through Discover Long Island, radio promotion from media sponsors WBLI and WBAB, and local media coverage including Newsday and Channel 12 News.

Number of expected attendees

4,000-5,000

Event setting (inside, outside tented)

This is an outside street fair. Vendors must supply their own tents and tables if desired.

Venue Name

Gardiner County Park – Montauk Highway, Bay Shore, NY 11706

Name of Landlord (If in street this will be the town/village)

County of Suffolk

Police jurisdiction information

3rd Precinct of the Suffolk County Police Department - 1630 Fifth Ave, Bay Shore, NY 11706

Date & Times of event (rain date if applicable)

Sunday October 25th, 10am-5pm. No rain date.

Special Event Permit Landlord Authorization Form

The online SLA registration process asks for a landlord authorization form. The County of Suffolk is the landlord. We have included an example of this form on the next page.

Special Event Permit Application New York State Liquor Authority

Landlord Authorization Form

Date(s) of event: 10/25/20

Name of Applicant:

Venue Name: FreedomFest

Venue Street Address: Gardiner County Park – Montauk Highway

Venue City and zip code: Bay Shore, NY 11706

By my signature, I acknowledge that I am the landlord/owner of the applied for premises, or that I am a duly authorized representative of the landlord/owner, to sign this landlord authorization form. I hereby grant permission for the sale or services of alcoholic beverages by the applicant for consumption on said property.

County of Suffolk

Print Name of Landlord/Owner

Print Your Name and Title

Signature & Date