

# MLK STREET JAM & BBQ



## Food Vendor Packet

September 4, 2010  
1700 N MLK Drive  
Milwaukee, Wisconsin

Food Vendor Application Due: Friday August 27, 2010



Contact: Marjorie Rucker, Historic King Drive BID, 2212 N MLK, Milwaukee, WI 53212  
414-265-5809, 866-237-3165 fax, [bbq@kingdrivebid.com](mailto:bbq@kingdrivebid.com)  
[Mlkbbq.com](http://Mlkbbq.com)

# MLK STREET JAM & BBQ

On September 4, 2010, Dr. Martin Luther King Jr. Drive will be filled with the sweet smell of BBQ, and the sweet and distinctive roar of thousands of Harley Davidson motorcycles. This annual event brings nearly 20,000 attendees to the district. The 2010 event will continue this success and feature a car and bike show, family fun area, BBQ competition and a music stage featuring regional artists. 2009 artists included: In Black n' White, The Terry Sims Band and The Tempters.

Since 2005, King Drive has had an explosion of investment, including 25 net new businesses, over \$105 million dollars in development, 1,300 additional jobs, and over 300 housing starts in the surrounding neighborhood. Most notably, King Drive is now the home of Manpower, Inc.'s international headquarters and the Milwaukee Youth Arts Center, which houses the Milwaukee Youth Symphony Orchestra and First Stage Children's Theater.

This year's attendance is expected to be over 20,000 and will include a mix of guests from the surrounding Brewer's Hill, Halyard Park and Harambee Neighborhoods, motorcycle enthusiasts from across the nation, families from across the Midwest, and even international guests. This event coincides with the Milwaukee Rally. The BBQ portion of the event is sanctioned by the Kansas City BBQ Society. Competitors, vendors and judges from across the country have already registered to participate in this year's event.

This event has already received financial, staffing and promotional support from the King Drive Business Improvement District, but we need your competitive entries to make this event a success.



Bike & Car show will feature high-end custom detailed bikes and cars, with awards for the people's choice winners



Music Stage will feature non-stop entertainment featuring classic rock, reggae and R&B



National and Local Competitors will participate in the KCBS Sanctioned Brew City's Best BBQ Competition & People's Choice Awards



Family Fun Area will feature "take your picture on a Harley," Harley Temporary Tattoos, Balloons, Face Painting and a Coloring Area



# Our Neighborhood



## Business is Booming

Since 2005, the Historic King Drive Business Improvement District has added 18 net new businesses, 1300 jobs and over \$100,000,000 in development—bringing the total development in the last 15 years to well over \$200,000,000. Several major headquarters have located into the area, including Time Warner Cable, and the addition of Manpower, Inc.'s global headquarters in 2007 (pictured at left). For a complete list of businesses, visit [www.kingdrivebid.com](http://www.kingdrivebid.com).



## Main Street Atmosphere

King Drive is a designated Milwaukee Main Street and is part of the National Trust for Historic Preservation's Main Street Network. Several historic businesses continue to thrive on the street including National Ace Hardware (pictured right), Fein Bros. Restaurant Equipment, Northern Chocolate (pictured left), and Crown Hardware. These businesses have been complimented by new businesses such as the Centre for Exceptional Dentistry, Spann Engineering and Libiamo Restaurant and Tavern.



## Wonderful Neighbors

Our business community is surrounded by two neighborhoods with the some of the highest home ownership rates in the city: Halyard Park (pictured left – 90% homeownership); Brewer's Hill (pictured right – nearly 80% homeownership).



## Growing Neighborhood

In the last five years, more than 300 new and significantly rehabbed housing units have been added to the King Drive Neighborhood, including extension of Halyard Park (pictured at left); Dreamland Condos (pictured upper right); and the Park East Enterprise Lofts (pictured lower right).



# Music Stage - Past Performers



## The Eddie Butts Band-2008

The Eddie Butts Band has delighted audiences at festivals and on the concert and night club circuits for many years. The Eddie Butts Band is also one of the longest-running, most successful bands in Wisconsin and the Midwest. Eddie is also known as one of the city's premier vocalists. When you combine his smoky baritone with the sweet tones of the band's two female vocalists, the fantastic musicianship and a delicious blend of jazz, pop and R&B, well, it's easy to see why the Eddie Butts Band is considered a Milwaukee & Wisconsin favorite year after year. Enjoy an evening of entertainment, dancing and fun with Milwaukee's MUST SEE BAND, THE EDDIE BUTTS BAND! Find out more at [www.eddiebuttsband.com](http://www.eddiebuttsband.com).



## The Tempters-2009

Deemed a Temptations tribute band, The Tempters amazed us with their style, talent, and harmony. With their good looks, amazing formations, and spectacular harmony, The Tempters dazzled King Drive at the 2009 MLK Street Jam & BBQ. Formed in 1995 by a quintet of local professionals, The Tempters left the audience thinking they were in 1966 at the height of the Motown era.



## The Terry Sims Band-2009

Formed in 2002, The Terry Sims Band has forged a sound as a local phenomenon on their own terms. Playing modern, infectious grooves fringed with latin, funk, jazz, R&B, and rock, the members of the band are inspired by this hybrid which they have deemed as "The Milwaukee Sound." The Terry Sims Band has traveled and opened some great venues in the Midwest, including an opening for Earth, Wind, & Fire at Summerfest in 2008, and rocked the crowd at the MLK Street Jam & BBQ in 2009. For more information, visit [www.terrysimsband.com](http://www.terrysimsband.com).



## In Black N' White-2009

For decades, In Black 'n White has entertained through the Midwest. They pulled the 2009 MLK Street Jam & BBQ participants in with their rhythm and groove and brought the crowd to their feet. Deemed an eclectic mix of reggae rock 'n soul, In Black 'n White's strength is taking their music seriously and making it look like a breeze. For more information about In Black 'n White, visit [www.inblacknwhite.com](http://www.inblacknwhite.com).

# BBQ Competition



## Part of the KCBS Network

THE KANSAS CITY BARBEQUE SOCIETY (KCBS), a nonprofit organization dedicated to promoting and enjoying barbeque, is the world's largest organization of barbeque and grilling enthusiasts with over 8,000 members worldwide. KCBS sanctions almost 300 barbeque contests coast-to-coast throughout America. From volunteering to actual event production, KCBS members also offer assistance to civic and charitable organizations who organize events. Brew City's Best BBQ Competition has been officially sanctioned by KCBS and KCBS representatives will be on site to run the competition.



## The Competition

40 Competitors are expected to compete for over \$11,000 of cash and prizes. Competition categories will include Pork, Pork Ribs, Beef Brisket and Chicken. Many competitors use the competition to showcase their talents, and personality (see custom made car grill at left). Because each competitor wants to cook and present the perfect piece, many samples are given to visitors. This year's event will also include a People's Choice Rib Competition.



## The Food

In addition to the competitors, several BBQ vendors from across the city, and country, will be selling premier BBQ to visitors. Many vendors also offer special sauces, spices and other BBQ paraphernalia.

(Photos used by permission of KCBS)



# Family Fun Area



## Take Your Picture on a Harley

Kids 16 and younger will have the opportunity to sit on a real Harley-Davidson with an "open road" background. Kids will get an instant picture of themselves riding the Harley as a keepsake, free of charge. The background will include logos of both the BBQ and Family Fun Area sponsors.



## Tattoos, Face painting and Balloons

Kids 12 and under will be able to get an official Harley-Davidson temporary tattoo, free of charge. Several stations will be set up to accommodate up to 9 kids at a time.



## Coloring Galore!

Kids 12 and under will enjoy dozens of Harley-Davidson Images to creatively color. Each coloring sheet will include the Family Fun Area's logo.

## Don't Forget!

Sponsorships for the following are also available:

**Bike Show**  
**Family Picnic Area**  
**People's Choice Area**  
**Gold Sponsor**  
**Silver Sponsor**  
**Bronze Sponsor**

(See event map for locations)

## Site Diagrams and Other Info Available

If you are interested in more information, including detailed site diagrams and other set up info, please do contact us at:

Marjorie Rucker  
Historic King Drive BID  
bbq@kingdrivebid.com  
414-265-5809  
www.mlkbbq.com

## MLK STREET JAM & BBQ COMPETITION FOOD VENDOR AGREEMENT

This Food Vendor Agreement ("Agreement") is made by and between the Historic King Drive Business Improvement District (BID), a business improvement district, having a principal mailing address of 2212 N. Dr. Martin Luther King Jr. Drive, Milwaukee, WI 53212; and Food Vendor \_\_\_\_\_ (the "Food Vendor"),

The King Drive BID intends to arrange and produce an event known as the MLK Street Jam & BBQ Competition on Saturday, September 4, 2010. The Food Vendor desires space on the Festival grounds for the purpose of operating a temporary restaurant during the Festival;

In consideration of the following mutual covenants and promises and other good and valuable consideration, the BID and the Food Vendor agree as follows:

### 1. **Food Vendor Obligations.**

a. Regulations. The Food Vendor shall comply with the City of Milwaukee's Health Department Temporary Restaurant Guidelines and all applicable state and federal statutes and regulations. For more information or to obtain a license, call the Milwaukee Health Department at (414) 286-3521.

b. Insurance. The Food Vendor shall, by August 27, 2010, provide the BID with Certificates of Insurance for Workers' Compensation, Vehicle and General Liability coverage in an amount approved by the BID.

c. Operations. The Food Vendor shall keep its temporary restaurant fully open during all hours of the Festival. The Food Vendor shall accept cash sales only. The Food Vendor will have an all purpose fire extinguisher approved by the fire inspector on site at all times. The Food Vendor shall have a responsible manager on site at all times that the festival is open. The manager to be identified to the BID by August 27, 2010.

d. Time of Set-Up, Festival, and Tear Down. Food Vendor may start setting up as early as 7:00am on Saturday, September 4, 2010. Food Vendor must be in their designated space by 9:45am, **NO EXCEPTIONS.** If you arrive late, King Drive BID has a right to refuse entry and no refund will be issued. The hours of the festival are from 11:00am to 7:00 pm. All Food Vendors are expected to be operational during the entire festival (11:00am to 7:00pm). If a Food Vendor is not operational during the entire festival, no refunds will be issued for any unused time. Tear down of Food Vendor's exhibit should start promptly at 7:00pm; however, vehicles will not be allowed in for loading until 7:30pm. **NO EXCEPTIONS.**

e. Kid's Meals. The King Drive BID would like to strongly encourage all Food Vendor's to offer a smaller-sized children's meal for \$2.00. This meal must include a main entrée (i.e. hamburger), potato chips or something similar with nutritional content, and one (1) juice box. Juice boxes may not be sold individually to the public as it will be considered a beverage sale, which is a term for ejection.

f. Sales Log. The Food Vendor shall track gross sales from its restaurant operations on the Festival Grounds. The Food Vendor shall complete the Sales Log attached hereto and return it to the BID prior to September 17, 2010.

g. Staffing. No later than August 27, 2010, the Food Vendor shall provide the BID with a written list of all employees, volunteers, managers and other staff working in connection with the temporary restaurant on the Festival grounds, together with a schedule identifying when each staff member will be present on the Festival grounds. The Food Vendor's staff will be admitted to the Festival grounds only by the notice Food vendor provided at the time of submission, August 27, 2010. The BID reserves the right to limit the number of staff admitted for the Food Vendor or to exclude any member of Food Vendor's staff.

h. Garbage Disposal. The Food Vendor shall keep their area clean and free of refuse at all times. The Food Vendor shall bag all garbage in plastic bags for continuous pick up the day of the festival by the King Drive

BID. The Food Vendor shall also dispose of gray water, charcoal and grease in appropriate containers that will be provided on the festival grounds. If items are not disposed of properly as outlined, a \$100 clean-up deposit will be kept by the King Drive BID.

i. Compensation.

1) Vendor Fee. The Food Vendor agrees to pay the BID Two Hundred Dollars (\$200.00) upon signing this Agreement.

2) Clean-Up Deposit. Upon signing this Agreement the Food Vendor shall also pay the BID One Hundred Dollars (\$100) as a refundable Clean-Up Deposit. The King Drive BID will inspect the Festival Grounds and the Food Vendor's temporary restaurant area on the evening of Saturday, September 4, 2010 for compliance with the Food Vendor's obligations for garbage and waste disposal under this Agreement. The Food Vendor's deposit will be refunded entirely or in part by September 17, 2010, based upon the King Drive BID's assessment of the Food Vendor's compliance with the terms of the Agreement.

j. Electrical. The King Drive BID will allow generators for the 2010 MLK Street Jam & BBQ. However, if you need access to electricity, the King Drive BID will provide the Food Vendor with electricity for an additional fee of \$100. Additional outlets and power requirements are available upon KING DRIVE BID's approval and at an additional cost to the Food Vendor. **Any request for additional electrical must be delivered to KING DRIVE BID prior to August 27, 2010. No additional electrical requests will be considered after that date.** The Food Vendor shall pay One Hundred Dollars (\$100) for each additional outlet needed at Food Vendor's request.

k. Menu. The Food Vendor shall, by August 27, 2010, submit menu items and prices, stated in cash terms, to KING DRIVE BID on the Vendor Information Schedule attached hereto for its approval. No beverages will be sold by the Food Vendor, except as expressly stated in this Agreement. While KING DRIVE BID does not guarantee exclusivity for menu items, the criteria for the Festival strongly encourages diversity of Food Vendors and their menu items. Menu items and prices will be limited to those accepted by KING DRIVE BID in writing. The Vendor may not change menu items or prices after August 27, 2010 without KING DRIVE BID's written consent.

l. Vehicles. Food Vendor may not have any vehicle on the Festival grounds later than one hour prior to the Festival opening (10am) or until 30 minutes after Festival closes (7:30pm). **NO EXCEPTIONS.**

m. Signage. Food vendor will provide signage for the Food Vendor's temporary restaurant operation consistent with the menu items and prices approved by KING DRIVE BID. Acceptable signage includes banners, or tastefully done signs including sandwich boards. All signage must be presented and approved by BID staff by August 21, 2010. Photos are recommended.

n. License. The Food Vendor must have a temporary restaurant license on site for inspection by the City of Milwaukee's Health Department. The City of Milwaukee will issue a temporary license, at Food Vendor's expense (price determined by the City of Milwaukee's Health Department), on site for Food Vendors who do not have a current license effective through September 4, 2010. To obtain a temporary restaurant license, contact the City of Milwaukee's Health Department at (414) 286-3674.

## 2. ***KING DRIVE BID Obligations.***

a. Tent. KING DRIVE BID will not rent tents to the Food Vendor; however, Food Vendor is required to have one. Suggested minimum is a 15' x 15' tent. The tent should include sides and inside lighting, and must adhere to any rules outlined by the City of Milwaukee's Health Department. For more information about rules and regulations, contact the City of Milwaukee's Health Department at 414-286-3674.

b. Water. KING DRIVE BID will provide a centrally located water supply.

c. Festival Grounds Layout. On or about August 27, 2010, KING DRIVE BID will provide the Food Vendor with a plan for the Festival Grounds layout marked with locations available for the Food Vendor's temporary restaurant and vendor parking. Final location assignments will be determined for all food vendors in the order in which KING DRIVE BID receives complete signed Agreements, fees, deposits, Vendor Information Schedules and proposed staffing information from all vendors. No priority placement will be given to any vendor, assignments are based on a first come, first served basis as well as the logistical layout of the festival. Final location assignments will be confirmed on site the morning of September 4, 2010.

f. Garbage Disposal. KING DRIVE BID will provide designated barrels or other containers for disposal of charcoal, grease and gray water. Vendors agree to deposit charcoal, grease, and gray water in proper receptacles. KING DRIVE BID will also provide regular/continuous garbage pick up at the Food Vendor's tent, **excluding** charcoal, grease, and gray water, which is the responsibility of the vendor. If items are not disposed of properly as outlined, the \$100 clean-up deposit will be kept by the King Drive BID.

g. Other. The following rules must also be adhered to:

- 1) **NO BEVERAGES, NO EXCEPTIONS.** Beverages include soda, water, alcoholic beverages, smoothies, lemonade, coffee, energy drinks, or anything that can be consumed in liquid form. Beverage sales are strictly prohibited by Food Vendors and may result in ejection. A sale is construed as supplying a beverage in exchange for money (**this includes, but is not limited too, supplying a beverage with a purchased meal**). A juice box as part of a Kid's Meal is the only beverage that may be supplied by a vendor in conjunction with a full children's meal (e.g. sandwich, chips, juice box). Juice boxes may not be sold to the public. Ejection due to beverage sales will result in no refund of Food Vendor fee.
- 2) The sale of event specific merchandise which bears the festival's name, date, logos, or art work is prohibited.
- 3) If it is illegal in the State of Wisconsin, it cannot be sold. This includes illegal drugs.
- 4) No firearms, pepper spray, anything containing alcohol is to be displayed or sold.
- 5) No sexual or Anti-Semitic paraphernalia is to be displayed or sold.
- 6) Animals will not be allowed inside of the venue, except where applicable by law, **NO EXCEPTIONS.**

Objectionable products or actions are cause for ejection from the festival without refund.

3. ***Term.*** The term of this Agreement will commence upon execution and will remain in full force and effect through September 17, 2010.

4. ***Termination.*** KING DRIVE BID may, upon written notice, terminate this Agreement in the event of breach of this contract or violation of any federal, state, municipal or local law, regulation, ordinance, ruling or judgment by Food Vendor in regards to the Festival or their business.

5. ***Independent Parties.*** The parties hereto agree that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating a partnership, agency, employment, joint venture or any other such mutual relationship between KING DRIVE BID and Food Vendor, and both parties understand that, except as otherwise expressly agreed to therein, each shall be responsible for its own separate debts, obligations and other liabilities.

6. **Amendments.** This Agreement may be amended or altered only by a written agreement signed by all of the parties.

7. **Whole Contract.** This instrument contains the entire agreement of the parties, it being agreed that there are no verbal or other written agreements pertaining to the subject matter hereof. The laws of the State of Wisconsin shall govern the construction hereof, and the parties agree that the state of occurrence shall be the forum for the resolution of any and all disputes arising hereunder.

8. **Captions and Headings.** All captions and paragraph headings are for convenience and shall not be construed as in any way limiting or altering any of the language contained in this agreement.

9. **Cancellation, Acts of God, War.** In the event the Event does not take place due to any cause beyond the reasonable control of the parties (including, but not limited to, acts of war, acts of God, cancellation of a material part of the entertainment scheduled to perform at the Festival or other force majeure type of events) then KING DRIVE BID shall have the right to cancel this agreement upon written notice to Food Vendor of the occurrence of such an event or to postpone the Festival. In the event of postponement of the Festival, all terms and conditions of this Agreement shall apply. In the event the Festival does not take place and fees have been paid for that year, all money will be paid back to Food Vendor by KING DRIVE BID within thirty (30) days of notice of cancellation.

10. **Notices.** All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by electronic mail, or US mail, postage prepaid, to the party intended to receive such notice, request or instruction at such party's address shown in the opening paragraph of this agreement.

11. **Indemnification.** Food Vendor agrees to defend, protect, indemnify and save harmless KING DRIVE BID from and against all liability to third parties arising out of the acts of Food Vendor and its servants, agents, employees, contractors, suppliers, workmen and invitees.

**To the extent permitted by law, Food Vendor, its agents, servants and employees release KING DRIVE BID, its agents, servants and employees from, and waives all claims for, any damage either to person or property sustained by Food Vendor, its agents, servants and employees or by other persons claiming through Food Vendor, related to the Festival or any part thereof due to any act or neglect of Food Vendor, its agents, servants and employees.**

12. **Food Vendor Responsibility.**

**Food Vendor is responsible, at Food Vendor's expense, for any insurance for any of Food Vendor's property located on the Festival Grounds during the Festival, set-up or tear-down. Food Vendor is solely responsible for its property on the Festival Grounds.**

13. **Assignment.** This agreement shall not be assigned or transferred without the written consent of all parties hereto.

14. **Binding Nature of Agreement.** All terms, conditions and provisions of this Agreement shall be binding upon the substitutes, successors and assigns of the parties. I have read the above contract and understand the content; I am aware of the date, hours, set-up and tear down, electricity, parking, pictures required, prior approvals and payment. I also understand that my payment is non-refundable after August 27, 2010.

**The Historic King Drive BID**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marjorie Rucker, Main Street Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**2010 MLK Street Jam & BBQ Competition  
Vendor Information Schedule**

**FOOD VENDOR (Please print clearly)**

Business/Organization: \_\_\_\_\_  
Responsible Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Exhibit: \_\_\_\_\_

**MENU ITEMS:**

The Food Vendor requests the following menu offerings for approval by KING DRIVE BID:

Rank	Description of Menu Item	Menu Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Will you offer a Kid's Meal for \$2.00? Please circle: YES NO

**COMMENTS OR SPECIAL REQUESTS:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Food Vendor's Signature

#####

Accepted by KING DRIVE BID.

**Historic King Drive Business Improvement District**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marjorie Rucker, Main Street Manager

## Schedule of Compliance and Deadlines

August 27, 2010	Signed Food Vendor Agreement, \$200 fee and \$100 deposit due
August 27, 2010	Vendor Information Schedule due, including menu items, prices and additional electrical outlets.
August 27, 2010	Written list of all employees, volunteers, managers and other staff working in connection with the temporary restaurant on the Festival grounds, together with a schedule identifying when each staff member will be present on the Festival grounds due.
August 27, 2010	Request for additional electrical outlets and power due. <b>No requests for additional electrical will be accepted after this date.</b>
August 27, 2010	Certificates of Insurance for Workers' Compensation and General Liability coverage due.
August 27, 2010	KING DRIVE BID will provide a plan for the Festival Grounds layout marked with locations available for the Food Vendor's temporary restaurant
August 27, 2010	The Food Vendor shall pay to KING DRIVE BID the cost of any changes to signs as a result of any changes in menu or prices requested by the Food Vendor after this date.
September 4, 2010	Final location assignments will be confirmed on site.
September 4, 2010	Temporary restaurant license on site for inspection by the City of Milwaukee Health Department
September 17, 2010	Sales Log returned.



**MLK STREET JAM & BBQ COMPETITION  
RESTAURANT VENDOR SCHEDULE**

Please fill out this schedule fully and return to the Historic King Drive BID by September 17, 2010.  
Thank you.

1. Total Sales Saturday, September 4, 2010 \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Name

**Please remit to:**

**Historic King Drive BID  
Attention: Marjorie Rucker  
2212 N. MLK Dr.  
Milwaukee, WI 53212**