2027 Art Under the Elms

Food Vendor Guide & Agreement

April 16–18, 2027 • LC State Campus, Lewiston, ID

Art Under the Elms is LC State's annual arts festival, free and open to the public. The event draws more than 8,000 – 10,000 visitors over three days and features 100 artisan vendors, food vendors, live performances, a Children's Art Tent, and more. All proceeds support the programs of LC State's Center for Arts & History.

This document has two parts. **Part 1** is the guide: everything you need to know to prepare. **Part 2** is the agreement you sign once accepted.

PART 1: VENDOR GUIDE

Key Dates

Date	What happens
November 6, 2026	Application opens on the CAH website
January 29, 2027	Application deadline
February 19, 2027	Booth, electricity, and water fees due
March 5, 2027	Last day to cancel for a 75% refund of fees paid (no refunds after)
March 15, 2027	Parking, map, and permit instructions emailed
March 26, 2027	Health permit, fire permit, Certificate of Insurance, and tax registration due
Thursday, April 15	Check-in and setup, 9:00 a.m. – 5:00 p.m.
Friday, April 16	Inspections at 10:00 a.m.; open 12:00 – 7:00 p.m.
Saturday, April 17	Open 10:00 a.m. – 7:00 p.m.
Sunday, April 18	Open 10:00 a.m. – 4:00 p.m.; takedown 4:00 – 8:00 p.m.

You must be open during all of the hours listed above.

Fees

There is no commission. Fees are a flat rate based on truck size (see the application for the full fee table). Booth, electricity, and water fees are invoiced on acceptance and due by **February 19, 2027**. Application fees are non-refundable. Refund rules are in Part 2.

Permits, Insurance & Registration

You must hold all licenses and permits required to operate as a mobile food vendor in Idaho, Nez Perce County, and the City of Lewiston. Send the following to AUE by **March 26, 2027**:

Requirement	Issued by	Send to AUE
Health permit	Public Health – Idaho North Central District 215 10th St., Lewiston, ID 83501 208-799-3100 idahopublichealth.com	Permit number
Fire permit for mobile food preparation vehicles	Idaho State Fire Marshal: 208-334-4370 (Josh Masterson) Lewiston Fire Dept., Fire Prevention Division 1245 Idaho St., Lewiston: 208-743-3554	Permit number
Certificate of Insurance	Your insurance provider ($1,000,000 general liability; see Part 2, Section 4)	Certificate
Idaho Tax Commission event registration	Idaho State Tax Commission (steps below)	Confirmation of registration

The City of Lewiston operating license is provided by the event organizer. Fire regulations for festival cooking are available at cityoflewiston.org.

Idaho Tax Commission Registration

Every vendor must register, even if you already hold a regular Sales & Use Tax permit (in that case you will not need a temporary permit). The Event ID will be sent to accepted vendors.

Event ID: TBD **Dates:** April 16–18, 2027 **Location:** 500 8th Avenue, Lewiston, ID 83501

- Go to tax.idaho.gov/GoToTAP and select **Register as a Temporary Seller or Promoter** (under Sellers and Promoters).
- Select **Seller WITH Event ID**, then **I am going to an event**, and enter the Event ID.
- Enter your seller information and choose your purpose: not making taxable sales, have a regular permit, or need a temporary permit.
- Review and submit. Check your email for confirmation or your temporary seller's permit.

Questions: Patricia Gilmore, Idaho State Tax Commission, P.O. Box 1014, Lewiston, ID 83501, 208-799-3491.

Check-in & Setup: Thursday, April 15

- Setup runs 9:00 a.m. – 2:00 p.m. Your pull-in time, location, and campus loading pass will be emailed the week before the event. Please arrive at your assigned time.
- Check in with AUE staff before you set up. You will receive your vendor badge at check-in (lost badges are not replaced).

- Display your loading pass on your windshield. It allows up to 30 minutes in the loading area; do not leave vehicles parked there.
- Never block fire access routes.
- Bring your own labor and equipment. **Assigned spots are final.**

Inspections: Friday, April 16, 10:00 a.m.

Be fully set up by 10:00 a.m. The Idaho State Fire Marshal, Lewiston Fire Department, North Central District Health, and LC State Public Safety will inspect every vendor. **A representative must be at your truck during inspection. Vendors who miss or fail inspection may not be allowed to operate, and fees will not be refunded.** An inspection checklist will be emailed in advance. Each vendor must have its own **Class K fire extinguisher**.

Menu & Beverages

- Sell only the items approved on your application. Unapproved items must be removed, and the vendor may be asked to leave.
- PEPSI holds all beverage pouring rights. Purchase all commercial beverages, including bottled water, from PEPSI: Brad Vantrease, 208-816-8852. **No fountain beverages.**

Cooking, Tents & Canopies

- **No cooking under any tent, canopy, or membrane structure**, including fryers, BBQs, and grills. Sterno for food warmers only is allowed.
- Spring in the LC Valley is windy. Every tent must be staked down and have **at least 40 lbs. of weight attached to each corner**. Tents will be checked before and during the event; there are no exceptions.
- Canopies with logos of other colleges or universities, or that AUE staff consider inappropriate, must be removed on request.

Water & Electricity

- Request water and electricity on your application. Power in the food court is limited to 50 amps per vendor; tell us your total amps and outlet type.
- Bring heavy-duty industrial extension cords.
- Water hook-ups require an approved 100’ potable hose (white or clear) with a backflow preventer.

Driving & Parking

- Drive at “creeping” speed on campus. Violators may be ticketed or banned from campus.
- Use a spotter when backing up a trailer; this is a high-traffic student area.
- Vendor parking is at 11th Avenue and 4th Street. Sacajawea Hall parking is available with a valid pass.
- No parking on interior campus streets or lawns. The library lot is reserved for ADA parking Thursday 6:00 a.m. through Sunday 4:00 p.m. Observe city “No Parking” signs on residential streets.
- Parking questions: LC State Public Safety, 208-792-2226.

Garbage

Keep your area clean throughout the event and remove all trash before you leave. Do not dump coals, ashes, grease, or grey water anywhere on campus. Dumpster, cardboard, and recycling locations are on the food court map you’ll receive at check-in.

Campus Policies

- **No Smoking:** *Art Under the Elms* takes place on a Smoke-Free Clean Air Campus, and smoking is not allowed on the premises. We appreciate your cooperation and hope you enjoy the fresh air. Please note that AUE volunteers will not be able to cover vendor booths during smoke breaks, so plan accordingly.
- **Pets:** In accordance with LC State's Animals on Campus Policy 3.116, pets are not permitted on campus during Art Under the Elms. Failure to comply may result in fines, removal from the event, and disqualification from future participation. For more details, please refer to LC State's animal policy: LC State Animal Rules.
  Service Animals: Under the ADA, a service animal is defined as a dog (or, in some cases, a miniature horse) that has been individually trained to perform specific tasks directly related to the handler's disability. The tasks performed by the service animal must be directly related to the disability and not merely for companionship or comfort.

  Behavior and Control Requirements: Service animals must be harnessed, leashed, or tethered at all times, unless these devices interfere with the animal's work or the individual's disability prevents using these devices. In such cases, the handler must maintain control of the animal through voice, signal, or other effective means.

  Responsibility of Handlers: Handlers are solely responsible for the behavior and actions of their service animals. Handlers are expected to ensure their service animals do not disrupt the event or pose a risk to other attendees, vendors, or staff. Any service animal that behaves inappropriately (e.g., uncontrolled barking, jumping on others, or aggressive behavior) may be asked to leave the premises.
- **Firearms:** Idaho State Law prohibits the carrying of firearms at an event the size of *Art Under the Elms*. For information, please go to https://www.lcsc.edu/public-safety/campus-security-policies/firearms-on-campus.
- **Solicitation and Political Canvassing:** In accordance with LC State policy: Picketing, Petitioning, and Distribution of Materials Activities such as picketing, petitioning, and the distribution of materials—including pamphlets, signs, brochures, handouts, banners, flyers, and other free expression items—are permitted in public areas of the LC State campus, provided they do not disrupt normal business operations, teaching, learning, or any reserved events. As Art Under the Elms is a reserved event, these activities are not allowed within the designated reserved areas.

Takedown & Checkout: Sunday, April 18

Takedown may begin no earlier than **4:00 p.m.** and must be finished by **8:00 p.m.** A security-monitored loading zone is available for up to one hour per vendor. Check out with AUE staff before you leave.

Questions?

LC State Center for Arts & History
500 8th Avenue, Lewiston, Idaho 83501
Phone: 208-792-2447 | Email: aue@lcsc.edu

PART 2: VENDOR AGREEMENT

2027 Art Under the Elms Commercial Food Vendor Rules, Regulations & Liability

This agreement is between Lewis-Clark State College ("LC State") and the vendor named below ("Vendor") for participation in Art Under the Elms, April 16–18, 2027.

1. Participation

By submitting a completed application, Vendor agrees that, upon acceptance to Art Under the Elms, Vendor (a) is at least 18 years of age; (b) will be present and open for business during all event hours; and (c) will comply with all applicable laws, regulations, and policies of Lewis-Clark State College, the City of Lewiston, and the State of Idaho, together with all festival rules, procedures, and guidelines, including those set out in this document.

2. Fees, Cancellations & Refunds

- Application fees are non-refundable.
- Booth, electricity, and water fees are due by February 19, 2027.
- If Vendor cancels in writing (by email) by **March 5, 2027**, Vendor will receive a 75% refund of booth, electricity, and water fees. No refunds will be given after that date for any reason.
- No refunds will be given if Vendor fails inspection, is removed from the event, or if the event is canceled or changed due to weather or force majeure (Section 6).
- If LC State, the City of Lewiston, North Central District Health, or any other government agency denies permission to hold the event, the Center for Arts & History will refund booth, electricity, and water fees.

3. Licenses & Permits

Vendor will obtain and maintain all licenses, permits, and registrations required by law and submit them to AUE by March 26, 2027.

4. Insurance

All food vendors shall provide LC State with a Certificate of Insurance evidencing Commercial General Liability coverage with limits of at least $1,000,000 per occurrence for bodily injury, property damage, and personal injury. The Certificate shall name the State of Idaho, Lewis-Clark State College as additionally insureds.

Food vendors operating from a motorized vehicle must also provide evidence of Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, naming the State of Idaho, Lewis-Clark State College as additionally insureds.

Food vendors employing more than one individual must provide proof of Workers' Compensation with statutory limits and Employer's Liability coverage of not less than $1,000,000 for each E.L. category. Vendor shall not be covered by LC State insurance. Vendor shall be responsible for determining what insurance is necessary to perform the work contracted for, and for procuring such insurance, and shall procure all licensing and insurance required by law.

Failure to provide the required Certificate of Insurance will result in the vendor being prohibited from participating and does not obligate AUE to offer reimbursement to the vendor.

5. Indemnification

Any personal injury to vendor or third parties or any property damage incurred during this agreement shall be the responsibility of the vendor. Vendor agrees to indemnify, defend, and hold harmless the State of Idaho and Lewis-Clark State College (LC State), including its agents, employees, and any other covered group or individual, from all costs, losses, damages, liabilities, expenses, demands, and judgments, including reasonable attorney's fees and court costs, arising out of Vendor's performance under this Agreement. This obligation applies to bodily injury, property damage, personal injury, or any liability resulting from the negligent or wrongful acts or omissions of Vendor, its employees,

agents, or subcontractors, including failure to comply with applicable state or federal laws, regulations, or statutes. However, Vendor's indemnification obligations do not extend to claims, damages, or liabilities caused solely by the negligence or misconduct of LC State. This agreement also applies to the use of LC State's facilities.

6. Weather, Force Majeure & Security

- LC State may alter the event due to inclement weather or force majeure events. While LC State will do its best to notify vendors of any changes, it is Vendor's responsibility to stay informed through official communications (email, social media, and website) and protect its own booth.
- LC State and its employees are not liable for damage or injury from weather-related events or force majeure occurrences, including storms or natural disasters. No refunds will be issued for booth fees if the festival is canceled or altered due to these events.
- Vendor is responsible for securing its equipment and merchandise against potential damages and agrees to indemnify and hold harmless LC State, its employees, and event organizers from any claims or liabilities arising from its participation, including those related to weather or force majeure.
- LC State is not liable for any loss or damage to merchandise or money due to theft or other causes. Security will be provided by local and campus law enforcement from Thursday through Sunday.

7. Conduct & Removal

Abusive or disruptive behavior by Vendor or its representatives will not be tolerated. LC State reserves the right to close any booth that does not conform to general standards of safety, cleanliness, attractiveness, or good taste, and to remove any vendor from the present or future events at its discretion, including for breach of this agreement or event rules, violation of the laws of the State of Idaho or the City of Lewiston, illegal activity, or disruptive or abusive behavior.

I, the undersigned, have read and agree to the 2027 Art Under the Elms Food Guide & Agreement.

500 8th Avenue, Lewiston, Idaho 83501
Phone: 208-792-2447 Email: aue@lcsc.edu

Business name: _____

Vendor signature: _____ Date: _____

Printed name: _____

_____ Date: _____
Chris Jones, Vice President for Finance and Administration

Return the signed agreement to:

LC State Center for Arts & History
500 8th Avenue, Lewiston, Idaho 83501
Phone: 208-792-2447 | Email: aue@lcsc.edu