



University Place Festival

Family Fun! Food! Entertainment!

SATURDAY, AUGUST 6 IN CIRQUE PARK

VENDOR SET UP ~ FRIDAY, AUGUST 5, 2:00 PM - 5:00PM

SATURDAY, AUGUST 6, 2011, 10:00AM - 7:30PM

FOOD VENDOR APPLICATION

Booth Space Fees:

Received On or Before July 11	After July 11
<input type="checkbox"/> Commercial Rate \$200	\$250
<input type="checkbox"/> Non-Profit Groups \$110	\$140
<input type="checkbox"/> Base electricity fee \$30	\$50
Rates based on 20'x20' spaces. How much do you need? _____	

Event Location:

Cirque Park
7250 Cirque Dr. W
University Place, WA 98467

Contact: Gary Grape
253-326-4444

Gary@FreedomFair.com

Please mark your requests above. Please make check payable to University Place Festival. Mail check & application to Tacoma Events Commission, 4109-E7 Bridgeport Way W, University Place, WA 98466

Contact Name _____ Primary Phone _____

Business Name _____ Second Phone _____

Address _____ City _____ Zip _____

Email address _____ Website _____

Provide a complete description of menu items to be sold/provided (attach additional sheet if necessary)

Electricity must be requested & paid in advance. Please specify your electrical needs; please list appliances/equipment to be used.

How much electricity is needed? (120v/240v) How many AMPS? _____ *Power source is provided. Vendors must provide heavy gage grounded power cords & plugs to equipment.

Please list your water needs; _____

Indicate what you vend from: Tent, Trailer, Van, Truck, Cart, Cycle, other: _____

Please provide a layout of your concession/booth space including location of hand wash station, fire extinguisher, cooking area, serving area, etc. Layout sketch is due upon receipt of the application.

An overhead canvas or covered booth is advised. Vendors are required to collect their own sales tax. A tax number can be obtained from the Dept. of Revenue. A temporary number can be obtained if less than two shows per year are done.

University Place Festival Rules & Guidelines for all Vendors:

1. Vendor is purchasing booth space only, one vendor per booth.
2. Booths shall be free standing. No ground stakes will be allowed. Recommend sand bags/weights to secure booth.
3. Vendors must be ready to open by 10:00am on Saturday August 6.
4. Vendors shall present themselves in a reasonable & non-offensive manner.
5. If Vendor has a structure to erect, Vendor is responsible to ensure it will not obstruct walkways.
6. Vendor vehicles (after unloading) will be parked in the designated parking area. Vehicles will not be allowed on grounds prior to 7:30pm on Saturday.
7. Should Vendor at any time occupy the premises in a manner contrary to this agreement, upon request of staff, vendor shall immediately cease offending conduct. Failure to comply as requested shall be cause for the revocation of this permit and expulsion from this event.
8. There will be no motor vehicles parked near or in the vendor area. All vehicles must be parked in designated parking areas.
9. Booth spaces (10'x10') are for all day Friday & Saturday. We allow no early breakdown of booths.
11. Applications will be juried to assure conformity with the Events mission and objectives.

Rules & Guidelines for Food Vendors:

1. Vendors using a deep fat fryer must have a Type K fire extinguisher in their booth space.
2. All food vendors must have the appropriate type of fire extinguisher, a 2A10BC, in their booth space.
3. Tents, canopies, etc. shall be composed of material meeting the flame propagation performance criteria of NFPA 701 or shall be flame retardant, and bear such a label.
4. Use of plastic tarps must be limited. Please keep all plastic materials away from cooking area.

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

1. **INDEPENDENT CONTRACTOR** status: The VENDOR is considered to be an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the Tacoma Events Commission or the City of University Place, nor shall they be eligible for any employee benefits from those listed above.

The VENDOR represents and warrants that any and all federal, state, and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the VENDOR. If the COMMISSION is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the COMMISSION and the other parties named above from those costs including attorney fees.

2. **SCOPE OF WORK:** VENDOR agrees to perform services under this Agreement primarily by serving as a food and/or beverage vendor at the University Place Festival in Cirque Park between the hours of 10:00AM and 7:30PM on August 6, 2011. VENDOR will fully comply with the Special Event Requirements of the City and the University Place Fire Dept.

The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electrical Code. The VENDOR further agrees to use only heavy gage grounded three-wire extension cords and not use any non-grounded equipment.

The VENDOR understands the serving food and beverage products requires obtaining a Temporary Food Services Establishment Permit from the Tacoma Pierce County Health Department and paying all health permit and inspection fees at least **three** weeks prior to the event date. The TPCHD will only accept cash, master/visa cards or cashier checks. (NO PERSONAL CHECKS) For food handlers permits call (253) 798-6475. Arrange for booth inspection and permit at (253) 798-6463 or visit www.tpchd.org. VENDOR agrees to obtain necessary health permits and provide proof of insurance before July 1 or risk loss of vending rights.

3. **INDEMNIFICATION:** VENDOR indemnifies and holds harmless the COMMISSION, its sponsors, the City of University Place, their officials, representatives, officers, agents, and employees from, and shall process and defend at its' sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, lien, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the VENDOR, it's employees, agents, representatives or volunteers relative to any activity and/or omissions by VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, VENDOR shall pay any judgment or lien arising there from, including any and all costs as part thereof. FOOD VENDORS must **supply proof of insurance** with a minimum of \$1,000,000 of liability coverage naming the **Tacoma Events Commission** and the **City of University Place** as **additional insured**. Send proof of insurance to: The **Tacoma Events Commission, 4109-E7 Bridgeport Way W, University Place, WA 98466**.

Vendor has read and understands the rules and guidelines for the University Place Festival and is bound by the terms and conditions outlined in the guidelines. Vendor shall indemnify, keep and save harmless the City of University Place, the Tacoma Events Commission, the Festival Committee, and staff from and against, any and all claims and demands, whether for injuries to persons, or loss arising out of the use or occupancy of the premises by vendor and shall defend at vendors own expense any action brought against the above mentioned entities of/by vendors acts or omissions. As the undersigned I have read and understand all of the above, including the rules and Guidelines.

Vendor Signature _____ Date _____