

# Haymarket Day

Saturday, September 16, 2017  
9:00 am - 4:00 pm

## VENDOR APPLICATION

Business Name

Contact Person(s) (Please indicate any multiple contacts to ensure a backup)

Mailing Address

City

State

Zip

Primary Phone #

Alternate Phone #

Email Address (Please indicate any multiple email contacts to ensure the backup is notified)

Website

Facebook URL

Twitter handle

What type of information or merchandise will you have?

### Please Check One Selection Below:

- Commercial Vendor - \$400
- Novelty Food Vendor - \$200 (selling 1 type of item such as: funnel cake or ice cream )
- Not for Profit - \$100  
(Must be organized under the 501 Section of the Internal Revenue Service Code and also must be non-commercial or a charitable organization) \* **for the \$100 rate booth will be located in the "Non Profit Area"**
- All In Town Businesses - \$100 (holding a "valid" Town business license)
- "Town Businesses" have the option of participating in the "Non Profit Area" at **no charge**
- Crafter - \$150 (Craft will be juried)
- Note - If paying by credit card and mailing in your application, please do NOT write your credit card information on this form, please check here that you are paying via credit card and the office will notify you once your application has been received to process your credit card.**

Please initial on the lines to indicate that you understand the terms outlined:

\_\_\_\_\_ I understand that electricity will not be provided

\_\_\_\_\_ I understand that tent(s) will not be provided

\_\_\_\_\_ I have read and understand the vendor agreement outlined below



Town of Haymarket  
 15000 Washington Street, #100  
 Haymarket, VA 20169  
 703-753-2600  
[events@townofhaymarket.org](mailto:events@townofhaymarket.org)

- **Space Assignments:** A booth space consists of approximately 12' x 12' areas. Booth assignments will only be made after payment is received and will be made in the sole and absolute discretion of Management. Assignments are based on space requirements, products to be exhibited, and with consideration of the requested primary or secondary space. All table and exhibit matters must fit within the dimensions of the allocated space, obstruction of walkways or general view of the event or other exhibiting companies will not be allowed. Any plans for specially built displays must be submitted in writing to the Town for approval 30 days before Haymarket Day. **Disclaimer:** Booth space locations are subject to change to meet the demands of the event.
- **Payment/Cancellation Policy:** Payment in full is required to register as a Vendor for Haymarket Day. Payment of your applicable fee, made out to "The Town of Haymarket," must be received **no later than September 1, 2017**. If paying by credit card and mailing in your application, please do NOT write your credit card information on this form, please check the box on the first page that you are paying via credit card and the Town office will notify you once your application has been received to process your credit card. Please note your application is not complete until payment and both application pages are received. All cancellations requests must be made in writing. **No refunds will be given after September 1<sup>st</sup>, 2017. There will be no refunds due to weather – this is a rain or shine event.** There is a returned check administrative fee of \$45.00 regardless of reason.
- NOTE: Vendors will receive more details via email regarding the setup, booth location, etc., as the event gets closer. Thank you.

**\*\*\*I have read, understood, and signed the entire Vendor Agreement\*\*\***

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

Print Name: \_\_\_\_\_

**Please submit these 2 pages of the Agreement by September 1, 2017 in person, mail or via email. Retain a copy of this Agreement for your records.**

**Event Contact**

Denise Andrews, Director of Business & Community Relations at 703-753-2600 or [events@townofhaymarket.org](mailto:events@townofhaymarket.org)

<b>OFFICE USE</b>
Payment Type:
Check #
Cash
Credit Card

**I. Terms and conditions to the Vendor Agreement.**

**1. DEFINITIONS:**

- a. "Agreement or Vendor Agreement" shall mean this document in its entirety, sections I and II, and all documents hereby incorporate by reference.
- b. "Food Vendor" shall mean any vendor that sells food or drink.
- c. "Management" shall mean the exclusive point of contact. Assigned as Management is Kimberly Murray, Town Manager, or her designee.
- d. "Haymarket Day" shall mean the event described herein, to be held in the Town of Haymarket at the location of Washington Street, on September 16, 2017, from the hours of 9:00 am to 4:00 pm.
- e. "Town" shall mean Town of Haymarket, Town Council, or Town Staff, as the context requires.

**15000 Washington Street, #100  
Haymarket, Virginia 20169**

- f. "Vendor" shall mean the name appearing in Section I.4 above.

**2. INCORPORATION OF DOCUMENTS:**

Any required permits, money payments and the information contained in section I, supra, are hereby incorporated by reference.

**3. INSURANCE:**

- a. Each individual vendor setting up on Town property is required to maintain a comprehensive public liability insurance policy for personal injury or death and for property damage during their time at the specific event. Insurance is required with minimum policy limits of three million dollars (\$3,000,000.00) for bodily injury or death to one or more persons in any one accident or event, and one hundred thousand dollars (\$100,000.00) for damage to property resulting from any one accident or event. The insurer must have an A.M. Best rating of A- or better.
- b. The policy must name the Town of Haymarket, its employees, agents, volunteers and officers as additional insured parties as pertains to the insured's participation in Haymarket Day.

**4. INDEMNIFICATION/RELEASE:**

- a. Management will take reasonable precautions to safeguard Vendor's property during event hours. However, Management will not be liable for loss or damage to the property from theft, fire, accident, or any other cause. Vendor agrees to indemnify, protect, defend and hold harmless the Town of Haymarket, its officers, directors, agents, representatives, or employees from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' and consultants' fees expenses and/or liabilities arising out of, involving, or in connection with, the occupancy of the assigned space by Vendor, the conduct of Vendor's business, any act, omission or neglect of Vendor, its agents, contractors, employees or invitees, and out of any default or breach by Vendor in the performance in a timely manner of any obligation on Vendor's part to be performed under this agreement. In addition, the Vendor expressly releases the Town of Haymarket, its officers, directors, agents, representatives, or employees from all claims for loss, damage or injury arising from any cause whatsoever.
- b. The Town of Haymarket, its officers, directors, agents, representatives, or employees make no representation and will not indemnify, protect, defend and hold harmless the Vendor, its officers, directors, and organizers, owners, and agents, representatives, employees, or invitees for any reason.

5. VEHICLE REGULATIONS:

- a. No vehicles permitted on-site while event is in progress at any time! All vehicles must leave the site no later than 30 minutes prior to start of event and cannot return to the site until 30 minutes after end of event. Vehicles will be allowed in parks on designated driving paths only.
- b. Vendor is responsible for the replacement of any bollards/barricades when entering and leaving site. Vendor will be held fully responsible for any personal injury and property damage or death resulting from failure to comply with this regulation and agrees to indemnify and hold harmless the Town of Haymarket, its employees, agents and officers from any liability and or expense, including attorney's fees, resulting therefrom.
- c. The maximum time vehicle allowed on-site is 30 minutes. Vendor is responsible for off-site parking. No passes will be issued for free parking.

6. VENDOR'S EQUIPMENT/ELECTRIC:

a. EQUIPMENT:

- i. All equipment must meet all Virginia Occupational Safety and Health standards.
- ii. Unless otherwise indicated by the event organizer, the Vendor is responsible for providing: power cables, interior tent lights, booth signage, and decorations.

1. ELECTRICAL INSTRUCTION:

- a. Power is not available at Town venues. If power is available at the event venue, Vendor shall operate no instruments, appliances, machinery, equipment, or other objects requiring electricity except as specifically set out herein; 110 household service only. No connections or combinations of connections can exceed 20 amps. No vendor is permitted to connect power until authorized on-site by Management. **Power/electric is not provided at Haymarket Day.**
- b. Extension cords shall be of the three prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage.

iii. TENTS WILL NOT BE PROVIDED at Haymarket Day.

1. FIRE SAFETY REQUIREMENTS FOR TENTS (should you be approved and elect to have a tent):

- a. All tents must be anchored to withstand the elements of weather and collapse.
- b. Tents over 900 sq. ft. or canopies over 400 sq. ft. shall not be erected without a permit from the building official's office.
- c. A 12 ft. firebreak shall be maintained between all cooking tents.
- d. Tents shall be labeled and certified as flame resistant. A flame retardant certificate shall be kept on site and available to the fire official.
- e. Combustible materials (hay, mulch, straw, shavings, etc.) shall not be located in any tent. All combustible trash shall be removed.
- f. All tents shall have portable fire extinguishers as listed in section II, 7.a.

7. COOKING/DEPARTMENT OF HEALTH (*applicable to Food Vendors only*):

a. COOKING:

- i. The Vendor shall provide a fully charged and UL approved Fire Extinguisher in any tent or booth used by the Vendor during the hours of operation.
- ii. All cooking appliances or any devices with open flames or heating elements must be on the outer edge of the tent, preferably the rear or sides of the tent.
- iii. All electrical appliances shall be installed & maintained in accordance with good fire safety practices and accordance in with section (6)(a)(ii)(1)(a)–(b) above.
- iv. Tent flaps/side curtains may not be down while cooking appliances are in use.
- v. Any structure under which food cooking takes place must be inspected by the fire official.
- vi. Turkey fryers are NOT permitted on Town property.
- vii. Vendor MUST take safety precautions to keep the public from accessing hot cooking surfaces, open flame/heating elements, steam tables or other cooking areas. They may use tables, screens, etc.
- viii. Trailers with a range hood system are required to have a 40BC extinguisher.
- ix. Vendor will NOT to wash down greasy equipment such as deep fat fryers on site causing waste run off into the storm drains and grassy areas. The dirty cooking equipment shall not be washed over the storm drains, with hoses in the grass or in the middle of walk ways.
- x. Charcoal grills shall be used outside the tent area and on a flat, stable non-combustible surface.
- xi. Cooking tents will either have 1- 40BC or K type extinguisher location accessible and visible to all occupants of the tent for immediate use. All areas with “pig cookers” shall have a fire extinguisher. The extinguishers must have current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.
- xii. Liquid Propane (“LP”) tanks must be kept 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be “leak tested” before lighting appliances. The use of long matches or electric matches is recommended to light appliances. Cooking appliances must have the 10 foot propane lines on them. No other type may be used.
- xiii. All compress gas containers must be secured against falling (tie down, tie together, inside a container, rack or secured to a post). The tanks must be on a firm, stable, flat surface. LP appliances may not be unattended while in use.

b. DEPARTMENT OF PUBLIC HEALTH:

- i. Overhead Protection: All food preparation and service as well as cooking and washing equipment shall be located inside a permanently covered cart or trailer or protected from overhead debris by a tent or temporary membrane structure. For temporary membrane structures, you must have flame retardant certificate on-site.
- ii. Potable Water Source: Food-grade hoses with appropriate backflow devices are necessary if accessing a Town water supply. Well water is not considered a potable source without a recent acceptable bacteriological result from a certified laboratory.

- iii. Hand washing Station: A hand washing station is required in a location immediately accessible to the food handlers. Heated running water, hand soap, paper towels, and wastewater catch basin must be provided at the hand washing station.
- iv. Refrigeration/Hot Holding: Sufficient refrigeration and hot holding facilities shall be provided and include metal stem thermometers.
- v. Food/Ice Protection: All food and ice shall be protected as follows:
  - 1. covered and stored off the ground & served with long-handled utensils or scoops
  - 2. protected from customers by at least 30" separation. No self-service buffets or condiments allowed.
- vi. Utensil Washing: Three (3) separate bins, ample enough to submerge the largest piece of equipment for washing/rinsing/sanitizing, must be provided and kept under cover. Hot water is required for washing utensils, etc.
- vii. Sanitizer: Chlorine bleach or quaternary ammonium tablets with corresponding chemical test kit shall be provided. A wiping cloth bucket should be provided with a sanitizer solution.
- viii. Hair Restraints: Hair restraints shall be worn by all food service workers.
- ix. Solid and Liquid Waste Disposal: Waste water shall not be dumped on the ground or in drains. Vendors must collect waste water in covered containers.
- x. Ground Cover: Food vendors must supply a ground cover under all equipment and food service operations. Unless otherwise directed by the Fire Department, vendors may use roofing felt paper for this purpose. Combustibles such as grass carpet, paper products, hay, straw, and wood shavings are not acceptable for use as ground cover. Concerns involving unique cooking equipment where the open flame or heating device is close to the ground should be addressed to the Fire Department.

8. PROFESSIONAL CONDUCT AND CONCESSION APPEARANCE:

- a. No activities in violation of federal, state, or local laws shall be permitted on the premises; and it shall be the responsibility of the Vendor to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the Vendor on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by ordinance of the Town of Haymarket.
- b. All food vendors must be open and staffed during the hours of Haymarket Day. Management reserves the right to restrict exhibit noise level and to determine suitable methods of display, materials for display, and items for promotion/sale. Vendor agrees that Management may relocate Vendor to another space if necessary, in the sole and absolute discretion of Management.

9. LICENSE, PERMITS, TAXES, FEES:

- a. The Vendor shall obtain, at his/her/its own cost, any license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, state, and local laws, ordinances, and regulations in connection with Vendor's use of the premises.
- b. Vendor shall meet the requirements of the Town Treasurer and the Virginia Department of Health—applicable to Food Vendors only—for participation in a special event.

10. COPYRIGHT INFRINGEMENT ACTIONS:

- a. Should Vendor present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless the Town of Haymarket, its agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

11. INSPECTION AND ENTRY:

- a. Town of Haymarket and Management reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

12. NO ASSIGNMENT:

- a. Vendor shall not assign the whole or any part of this Agreement nor the premises without the prior written consent of the Management.

13. MODIFICATIONS OR CHANGES TO THE AGREEMENT:

- a. All modifications and changes to the Agreement shall be in writing, signed by both Vendor and Management or his designee.

14. TURF DAMAGE:

- a. Vendors will be held financially responsible for any Excessive Damage done to turf in any Town venue or Town property adjacent to the venue if caused by Vendor, Vendor's agents, or employees. Turf damage fees are due within 10 days of Vendor notification. "*Excessive Damage*" in this section shall mean: (1) any damage that necessitates permanent replacing of the turf, (2) divots of over twelve (12) inches square and over one half (1/2) inch deep that remove the grass or ground cover, (3) and any other damage that requires filling or recovering. Matting of the grass in the Town venue is not considered Excessive Damage. Assessment and enforcement of turf damage will be solely at the discretion of Management.
- b. When the turf to be replaced is over 1 square foot to 100 square feet, there will be a flat assessment of \$55.00 per Location (in this section, "*Location*" is defined as the area of Excessive Damage caused by Vendor, Vendor's agents, or employees). When the turf to be replaced exceeds 100 square feet, the assessment per location will be \$55.00 plus \$.60 per square foot.

15. CAUSES FOR AGREEMENT TERMINATION:

- a. It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to the Town and Management, in the event of any breach or failure to perform by Vendor one or more of the terms and conditions of this Agreement, the Town and Management may terminate this agreement by so notifying the Vendor and may refuse to allow the Vendor to take possession of the premises or if Vendor is already in such possession, may stop all activities of Vendor on premises and oust Vendor from the premises. The Town and Management, its agents, or employees shall in no way be responsible for the Vendor for carrying out the actions authorized by this paragraph. The waiver by Town and Management of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
- b. The Town and Management reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by the Town and Management, its agents or police officers, the Vendor hereby waives any right or claim for damages against the Town of Haymarket and Management or any of its agents or employees.
- c. Should the premises be made impractical for use by any cause, the Town and Management may, at its discretion, terminate and void this Agreement, and the Vendor expressly waives any and all claims for damage or loss of profit or other compensation, foreseeable or unforeseeable, should this Agreement be so terminated.

16. GOVERNING LAW AND CHOICE OF FORUM:

- a. This Agreement and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be litigated, if at all, in and before a state court located in the County of Price William in the Commonwealth of Virginia or a federal court located in the Eastern District of Virginia, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

17. HAZARDOUS MATERIALS AND SITUATIONS:

- a. Vendor agrees not to bring onto the premises of the Town any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of the Town or Management. The Town or Management shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

18. TOWN NOT LIABLE FOR LOSS OR DAMAGE:

- a. The Town and/or Management shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The Town and/or Management shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. The Town and/or Management will not receive materials on behalf of a Vendor.

19. VENDOR'S RESPONSIBILITIES FOR STRUCTURES/DAMAGES/OPERATIONS AREA:

- a. Vendor specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the Town or Management, and the Vendor shall be responsible for any damage to the premise and to the Town or Management's property caused by such acts of the Vendor or Vendor's agents, employees, patrons, or guests, whether accidental or otherwise. Vendor further agrees that all properties and decorations brought onto premises will be removed immediately following the activity.
- b. Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to this concession area. To this end, Vendor will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

20. APPROVAL OF ADVERTISING AND DECORATIONS:

- a. Vendor agrees to have all of its advertising and booth decorations approved by the Town and/or Management prior to its release and/or display. Vendor shall not promote, display, or distribute promotional material or signage for any corporate identity, company, or product other than those dictated and allowed by the Town and/or Management.