



2018 SPECIAL EVENTS FOOD VENDOR APPLICATION & AGREEMENT

In order to participate in the City of Hampton’s Special Events as a food vendor, please complete the “Food Vendor Application” below, read and sign the “Food Vendor Agreement,” then **mail or bring both forms to Hampton Parks, Recreation & Leisure Services, 22 Lincoln Street/Fifth Floor, Hampton, VA 23669, ALONG WITH VENDOR FEES AS SHOWN, no later than deadlines below. Mastercard and VISA are accepted in person at City Hall, 22 Lincoln Street, Hampton, VA 23669.** Vendors will be notified of acceptance or non-acceptance no later than ten (10) days following deadline, after which time selected vendors should apply for the temporary health permit from the Virginia Department of Health (application below), and forward applicable insurance copies as noted in “Food Vendor Agreement” as required.

Please note: COMMERCIAL VENDORS RETURNING FROM LAST YEAR may deduct \$100 from their 2018 fees for the “18th Annual International Children’s Festival” and/or the “19th Annual Blackbeard Pirate Festival,” with our thanks and appreciation for your loyalty and support.

EVENT SELECTION				
Initial Event(s) Applying for on THIS Application:	EVENT DATE	EVENT	FEE(S) (incl. 110v electric)	DEADLINE
	Sat, Apr 21	18 th Annual International Children’s Festival – Commercial Vendors	\$200 15’x15’ * \$400 15’x30’ * <i>*2017 Vendors DEDUCT \$100 for 2018</i>	Thu, Feb 22
	Sat, Apr 21	18 th Annual Int’l Children’s Festival – Participating Country Representative Food Booths (International/Ethnic Foods from Country Only)	\$80 15’x15’ \$60 10’x10’	Thu, Feb 22
	Sat/Sun Jun 2-3	19 th Annual Blackbeard Pirate Festival (300 th Anniversary – Battle of Blackbeard)	\$600 15’x15’ * \$1,000 15’x30’ * <i>* 2017 Vendors DEDUCT \$100 for 2018</i>	Fri, Apr 6
	Sat, Sep 8	Downtown Waterfront Seafood Festival	\$200	Fri, Jun 29
	Sat, Oct 20	Bluebird Gap Farm Festival	\$150	Fri, Aug 31
	Sat Dec 8	Hampton Holly Days & Annual Parade	\$100	Mon, Oct 15

FOOD VENDOR’S INFORMATION	
Organization/Business Name:	
Authorized Contact’s Name:	
Mailing Address:	
Telephone Number (S):	
E-Mail Address:	
Federal Tax EIN# (or proprietor’s Social Security Number, if none):	
Nonprofit or charitable purpose (if any; if nonprofit status is applicable, please provide official proof of 501-c-3 certification)	

MENU INFORMATION

Proposed Menu (must list in detail and **include prices**):

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OPERATION INFORMATION

Proposed cooking equipment (gas grill, microwave, etc.):

Proposed uniforms/costume:

Proposed booth decoration:

Number of members in organization:

Number and source of available workers:

Previous major activities and fund-raising efforts which demonstrate capability to conduct a High Volume Festival Booth:

Additional information relevant to your selection as a Food Booth Vendor:

BOOTH/UNIT INFORMATION

What is the Total Size of your Booth
Maximum per booth space: 15'x15' for Tents and 25'x15' for trailers, including trailer tongue, cookers, serving area, etc.

Is your booth a Trailer? Or is it a Tent?
 (PLEASE NOTE: TAR PAPER REQUIRED FOR ALL BOOTHS)

Will you require ELECTRICITY for your booth? **Please note, A MAXIMUM OF TWO, 20-AMP CIRCUITS IS PROVIDED, NO 220v; VENDOR MUST BRING 100-FT. EXTENSION CORDS AS NEEDED.**

Sketch a detailed layout of Food Booth showing total dimensions:

FOR OFFICE USE ONLY

Date Received	Fee(s) Received With Application	Date Insur Certif Rec'd/Expiration	Date Health Permit Rec'd/Expiration

**2018 HAMPTON SPECIAL EVENTS
FOOD VENDOR AGREEMENT**

Hampton Parks, Recreation & Leisure Services
22 Lincoln Street, 5th Floor
Hampton, VA 23661
Phone (757) 727-6348



THIS IS AN AGREEMENT, between the City of Hampton, Virginia ("City") and _____ ("Vendor"):

1. **Formation and Nature of Agreement** This Agreement shall become a contract between the Vendor and the City upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the City agrees to allow Vendor to operate a food booth, once selected, at community events and festivals sponsored under the auspices of the Department of Parks, Recreation & Leisure Services for the City of Hampton, Virginia. The Vendor agrees to operate the booth and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Vendor under this Agreement shall create any rights in Vendor to operate a food booth at subsequent festivals other than those to which Vendor is selected and approved. The City of Hampton does not discriminate against faith-based organizations.
2. **Use of Booth** The booth shall be used exclusively for the sale of food and beverage products on the menu described in the application attached to this Agreement, and at the prices described in the application. Upon written request of the Vendor, submitted to the City not less than 30 days prior to the beginning of the Festival, the City may, by written consent, approve the sale of goods other than approved menu items. Accordingly, the City reserves the right, in its absolute discretion, to disapprove the sale of any goods at the booth other than approved menu items. Without limitation of the foregoing, the Vendor shall not use the booth for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth. Once accepted, Vendor must obtain a Temporary Restaurant Permit from the Virginia Department of Health in order to participate (757.727.2570 for forms and information). Vendor must pay all applicable taxes by the 20th of the month following event; City of Hampton Food and Beverage Tax is 6.5% payable to the Hampton Commissioner of the Revenue (757.728.5026 for forms and information), and State Tax is 5%, Payable to the Commonwealth of Virginia (804.367.8037 for forms and information). Booths must be accessible or make accommodations for patrons with disabilities. All Vendors must be approved by the City of Hampton prior to Vending. All aisles and roadways shall be unobstructed during and after event. All tents shall have a minimum of a 2A 10-B.C. portable fire extinguisher. Vendors using grease must also have one 40 B.C. fire extinguisher NFPA 10, or "Type K" unit available as required by law. All tents shall be anchored to withstand the elements of weather and collapse. Tents shall be labeled and certified as flame resistant. Combustible materials (straw, shavings, mulch, etc.) shall not be located in any tent. All cooking appliances and devices with open flames or heating elements must not be within 10 feet of the tent. LP tanks under 500 gallon water capacity must be kept 10 feet away from cooking appliances and ignition sources with relief valves directed away from interior of tent. All compressed gas containers (LPG, Propane, Helium, Oxygen, etc.) must be secured against falling. NFPA 58:2-4.1.3 requires all LPG tubing, piping and fittings be rated for LPG use.
4. **Sanitation and Clean-Up** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The City shall provide trash receptacles for use by the general public throughout the Event area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the City.

NOTE: Unless otherwise provided by the City, Vendor shall provide containers for disposal of cooking oils and gray water used. The Vendor is responsible for the off-site removal and disposal of these materials from the Event area at the end of each day or **a \$250 clean-up fee** will be assessed by the City. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public, and **TAR PAPER AS GROUND COVERING IS REQUIRED FOR ALL BOOTHS**. Vendor shall provide adequate workers or volunteers for clean-up of the booth area and the general Festival/Event grounds in accordance with regulations and directions provided by the City.

5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
 - (a) **Deadlines** Vendor shall comply with all deadlines for organization and performance of the food booth operation as established by the City.
 - (b) **Cooperation** Vendor shall cooperate with the City in planning and conducting the Event. The City will evaluate the performance of the Vendor in accordance with regulations and procedures established by the City.
 - (c) **Number of Servings** The Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period. Estimates of attendance are listed on the Food Booth Information and Fees chart enclosed in the Vendor's Information Packet.
 - (d) **Compliance with Regulations and Directions** Vendor agrees to comply with all regulations promulgated by the City, including those regulations attached to this Agreement. The City reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor.

6. **Equipment and Supplies** City shall provide electrical and water service in accordance with directions and regulations provided by the City, if available; otherwise, Vendor will provide own electrical by use of quiet, clean generator at Vendor's expense. Vendor shall provide any necessary propane and other fuel utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all tents, tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating the food booth. Vendor must also provide fire extinguishers, tent anchors, extension cords, water hoses, and other approved equipment as required.
7. **Assignment of Booth Space** Vendor consents to assignment of booth space by the City at such location as the City may determine. The City reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths at any time prior to the beginning of the Festival or Event. The City does not guarantee the Vendor will make a certain number of sales or amount of profit through its participation in the Event.
8. **Application and Other Information** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the City in connection with this Agreement, are complete and accurate. Except upon prior written consent of the City, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the City.
9. **Reservation and Processing Fee** Upon execution of this Agreement, Vendor shall pay to the City the appropriate sum according to the "Fee Schedule" enclosed in the Vendor's Information Packet, when applicable. **Refunds for vendor fees paid by accepted vendors will not be issued for any reason as a matter of policy by the City of Hampton.** The right given by the City to the Vendor to operate the food booth is a license and shall not create any rights in the Vendor as a tenant.
10. **Delegation and Assignment** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The City may delegate and assign its duties and rights to such committees for representations as the City shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the City of its liability for nonperformance of its duties.
11. **Relationship of Vendor and City** The relationship of Vendor and the City under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the City to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the City.
12. **Force Majeure** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for vendor fees paid by accepted vendors will not be issued for any reason as listed above as a matter of policy by the City of Hampton.
13. **Limitation on Liability** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including loss of profit nor revenue, for any breach of this Agreement.
14. **Default** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
15. **Joint Vendors** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
16. **Waiver of Liability** The sponsoring organization or business shall indemnify and hold harmless the City of Hampton and its assigns from all claims which may be brought by its workers against the City of Hampton arising out of the vendor's activities in this Event.
17. **Insurance** Accepted Vendors must provide a Certificate of Insurance (COI) showing a General Liability policy with \$1,000,000 per occurrence and \$2,000,000 Aggregate, along with a separate Endorsement specifically naming the City of Hampton as an additional insured on General Liability for this Event.

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement" and "Food Vendor Application Form." IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____

For _____ (Business name)

By _____ (Individual's signature)

Its _____ (Individual's title)

Date: _____

By _____ (Hampton PR&LS)

HAMPTON HEALTH DEPARTMENT

1320 LaSalle Ave., Hampton VA 23669 Phone (757) 727-2570 (Fax (757) 727-1227)

TEMPORARY FOOD SALE OR DISTRIBUTION APPLICATION

The person named below is making application for a temporary food sale or distribution permit in accordance with Chapter 15 of the City Code, and the Food Regulations. It shall be valid only within the City of Hampton at the location designated and only for the day(s) specified. The permit is for the sale or distribution of prepared foods from an approved source. **An annual fee of \$40.00 must be paid prior to the issuance of a permit.** Receipt of payment must be kept by the vendor to avoid payment in other localities and other events. All applications must be submitted **at least five (5) business days prior to the event** for review and approval.

Name of Applicant _____ Phone (H) _____

Home Address _____ Phone (W) _____

City _____ State _____ Zip Code _____ Phone (C) _____

E-mail address _____

Name of Organization/Business _____

Event Associated with Sale _____ Date (s) of Sale _____

Location of Event _____ Time (Hours) of Sale _____

FOODS TO BE SOLD OR DISTRIBUTED

**The sale of any home prepared or canned foods is prohibited.
Home baked goods such as cakes, cookies, brownies, etc. may be allowed**

FOOD	SOURCE (Where purchased)	PREPARATION (where & how)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____

By signing this application, I do hereby agree to comply with the rules and regulations as outlined on this application and with the instructions that accompany it. I understand that only the foods listed may be sold or distributed. **Failure to comply with this and all other requirements may result in a permit not being issued, having the permit suspended and having to leave the event and / or being banned from participating in future events.**

Signed _____ Date _____

Reviewed / Approved by _____ Date _____

***THERE SHALL BE NO SMOKING, EATING OR DRINKING IN FOOD PREP AREAS!**

The following items are required for any permit that involves the sale, distribution and/or preparation of prepared foods. **After each item listed, describe the method or source you will use to fulfill the requirement.** (For example, overhead protection -- I will use a tent which is fire retardant.)

- 1.) **WATER and SEWAGE DISPOSAL** (all water must be from an approved source (e.g. city water) and all wastewater must be disposed of in an approved manner (e.g. city sewer or portalet)):

- 2.) **GROUND COVER** (The entire ground area under the tent/canopy must be covered (e.g. vinyl tarp))

- 3.) **OVERHEAD PROTECTION** (food prep., food service and display areas must be covered (e.g. tent)):

- 4.) **HANDWASHING** (handwashing must be provided in the food prep area (e.g. cooler with spigot, water soap, towels and catch bucket)):

- 5.) **UTENSIL WASHING** (facilities must be provided for washing, rinsing & sanitizing utensils, and equipment (e.g. 3 tub set up with dish soap, water, and bleach)):

- 6.) **REFRIGERATION** (all potentially hazardous cold foods must be kept below 41° F (e.g. coolers w/ice)):

- 7.) **HOT HOLDING** (all potentially hazardous hot foods must be held at greater than 135° F (e.g. gas grill)):

- 8.) **CONDIMENTS** (condiments must be dispensed (squeeze bottles) or individually wrapped no open bowls):

- 9.) **PROTECTION FROM PUBLIC** (all food & cooking facilities must be protected from the public (e.g. sneeze shields in front of open grilles, over foods to be sampled or tables that are at least 3 feet wide)):

IMPORTANT!! ALL FOOD, UTENSILS, AND EQUIPMENT MUST BE STORED UP OFF OF THE GROUND

The following items are also required and must be provided and/or used during the event:

- 1.) **Plastic gloves** 2.) **Sneeze Shields** 3.) **Food thermometer** 4.) **Hair restraints**
- 5.) **Chlorine test paper** 6.) **Wiping cloths & sanitizing solution** 7.) **Approved ice scoop**