



## 2021 HOLIDAY WONDER WALK - 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 Wednesday, November 17, 2021.** 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.

HOLIDAY WONDER WALK SERIES SELECTION			
(Please initial to the Left of Selected Dates; Preference Given to Vendors who Select All or Most Dates)			
	Saturday, December 4, 5-9pm, \$75		Thursday, December 9, 5-9pm, \$50
	Sunday, December 5, 5-9pm, \$75		Friday, December 10, 5-9pm, \$75
	Monday, December 6, 5-9pm, \$50		Saturday, December 11, 5-9pm, \$75
	Tuesday, December 7, 5-9pm, \$50		Sunday, December 12, 5-9pm, \$75
	Wednesday, December 8, 5-9pm, \$50	<b>\$350 flat fee for series, if all nights selected (\$225 discount)</b>	

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 <b>include prices</b> ):	

**OPERATION INFORMATION**

Proposed cooking equipment (gas grill, microwave, etc.):	
Proposed uniforms/costume:	
Proposed booth decoration:	
Number and source of available workers:	
COVID/sanitation preparation:	
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 <b>Maximum per booth space: 15'x15' for Tents and 25'x15' for trailers, including trailer tongue, cookers, serving area, etc.</b>	
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? <b>Please note, A MAXIMUM OF TWO, 20-AMP CIRCUITS IS PROVIDED, NO 220v; VENDOR MUST BRING 100-FT. EXTENSION CORDS AS NEEDED.</b>	
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

**2021 HOLIDAY WONDER WALK  
FOOD VENDOR AGREEMENT**

Hampton Parks, Recreation & Leisure Services  
22 Lincoln Street, 5<sup>th</sup> 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 the Holiday Wonder Walk (the "Special Event"), 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 a subsequent Special Event other than those to which Vendor is selected and approved. The City of Hampton does not discriminate against faith-based organizations.
2. **Applicable Law and Venue.** This Agreement is a Virginia contract and shall be enforced and interpreted exclusively by the laws of the Commonwealth of Virginia. All suits for any claims, breaches, or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.
3. **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.
4. **Authority to Transact Business.** Pursuant to Code of Virginia §2.2-4311.2 and, if so required by Title 13.1 or Title 50 of the Code of Virginia, Vendor shall be properly registered to transact business in the Commonwealth of Virginia as a domestic or foreign business entity and shall not allow its existence to lapse or its certificate of authority or registration to be revoked or cancelled at any time during the term of the Agreement. This provision is not applicable if Vendor is an individual.
5. **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 20<sup>th</sup> of the month following the Special Event; City of Hampton Food and Beverage Tax is payable to the Hampton Commissioner of the Revenue (757.728.5026 for forms and information), and State Tax is 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 the Special 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. Vendor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
6. **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 in accordance with CDC guidelines, and shall keep the booth and surrounding area neat, clean, and free of accumulated refuse and debris. The City shall provide trash receptacles for use by the public throughout the Special Event area. 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 Special Event 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 Special Event grounds in accordance with regulations and directions provided by the City.
7. **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 Special 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.
8. **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.
  9. **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 Special Event. The City does not guarantee the Vendor will make a certain number of sales or amount of profit through its participation in the Special Event.
  10. **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.
  11. **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.
  12. **Delegation and Assignment.** Vendor may not assign any of its rights under this Agreement. 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.
  13. **Relationship of Vendor and City.** Vendor acknowledges and agrees that all services provided under this Contract are provided as an independent contract on a work-for-hire basis, not as a City employee, and hereby waives any claims to benefits provided to City employees. This Contract is not intended, and shall not be construed to create, a relationship of agent, servant, employee, partnership, joint venture, or association between the City and the Contractor.
  14. **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.
  15. **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.
  16. **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. The City may immediately terminate this Agreement in the event of a violation of law, safety, or health standards and regulations.
  17. **Termination.** The City may at any time, and for any reason, terminate this Agreement by providing written notice to the Vendor at the address specified by Vendor on the application. In case of emergency, such notice may be provided by email as specified by the Vendor on the application. The City has the right to cancel and/or terminate any event or performance, without notice, in situations that threaten the public health, safety, and welfare, which shall be determined at the sole discretion of the City. Such situations include, but are not limited to, hurricanes, tropical storms, and other severe weather events, unruly or violent crowds, crowds in excess of property capacity, and public health emergencies. The City shall not be liable for any costs or expenses incurred by Vendor as a result of any such cancellation or termination;
  18. **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.
  19. **Indemnification.** It is understood and agreed that Vendor hereby assumes the entire responsibility and liability for any and all damages to

persons or property by or resulting from or arising out of any act or omission on the part of the Vendor, its subcontractors, agents or employees under or in connections with this Agreement or the performance or failure to perform any work required by this Agreement. Vendor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by the Vendor or those for whom Vendor is legally liable. Upon written demand by the City, Vendor shall assume and defend at Vendor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

- 20. **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 Special Event.
- 21. **Modification.** This Agreement may only be modified in a writing executed by authorized representatives of the City and Vendor.

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all provisions of the "Food Vendor Agreement" and "Food Vendor Application Form." IN WITNESS WHEREOF, the parties affix their authorized signatures below.

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**

<b>FOOD</b>	<b>SOURCE</b> (Where purchased)	<b>PREPARATION</b> (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)):

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

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

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

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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)):

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

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

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

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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)):

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**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**