

Food Vendor Application FREEDOM FEST 2010

Nottingham County Park
Saturday, July 3; 4:00pm – 11:00pm
Rain Date: Sunday, July 4

General Information

To Apply: Please read the Food Vendor Guidelines and Policies. Complete the application form and return to: Nottingham County Park, 150 Park Road, Nottingham, PA 19362 by Friday, February 26, 2010. **DO NOT** send payment.

Vending Space: Spaces are approximately 10 x 10 on grass along the main event field. Due to limitations, we cannot guarantee space for all applicants. For the selection process, an accurate description of your display and electrical needs is required. Please supply this information on the application form.

Parking Passes: Accepted vendors will be issued two (2) vehicle parking passes. You do not need a pass for the mobile unit from which food is served. Additional passes must be requested. To ensure adequate parking spaces, please note on the application form the number of staff and vehicles required to operate your concession.

Set-Up: Booths must open by 4:00pm when gates open. Park staff will be available 1:30pm – 3:30pm to assist with finding your space. We do not offer tables, chairs or protection from the weather. You may drive to your space to unload, but your vehicle(s) must be moved by 3:30pm to the vendor parking area.

Breakdown: Vendors are asked to operate until 9:30pm and shut down during the fireworks display (approximately 9:30pm – 10:15pm). During this time, vendors may start to breakdown or wait to re-open at the conclusion of the finale, serving until 11:00pm. Vendors must begin breaking down at 11:00pm.

Exiting Freedom Fest: Vendors may begin exiting the park at 11:30pm. No vehicles shall exit from "Vendor Row" or from the vendor parking areas before this time. Vendors should exit out the main gate. There may be a short delay if the shuttle buses are still operating.

Attendance: Freedom Fest attracts approximately 10,000 guests.

Fees: Fee categories are indicated on the application form. Please check appropriate box.

Rain Date: Vendor must commit to both dates. We aim to shoot the fireworks on Saturday, even with an early rain. If the program is postponed less than halfway into the concert, the band returns to play the following night. If the program is postponed more than halfway into the concert, the band does not return; pre-recorded music plays until the fireworks display. If the program is successfully held on Saturday, Vendor has no obligation to return Sunday. If the event is postponed until Sunday, security for equipment is provided by Chester County Park Rangers.

Chester County Health Department: When serving food to the public in a Chester County park, you must have approval and licensing from the Chester County Health Department. For information, please visit the Environmental Issues link on the Health Department's website at www.chesco.org/health or call 610-344-6225.

Deadline: The application must be postmarked by Friday, February 26, 2010. Please **DO NOT** send payment.

Notification: Acceptance packets shall be mailed in March. Vendors whom the Department determines would not be appropriate for the event will also be notified.

Food Vendor Application

Freedom Fest 2010

Deadline: Friday, February 26, 2010

Please type or print clearly

Business Name: _____ Contact Name: _____

Address: _____

County: _____ Email: _____

Day Phone: _____ Evening Phone: _____

Phone Number on Day of Event: _____ FAX: _____

A. Please describe the items you are proposing to sell and the serving prices.

ITEM	PRICE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____

B. Please provide a description of your vending space (i.e. trailer, tent, banners, displays, etc):

C. Please list all items you wish to plug into our electrical service, including wattage and amps.

D. How many staff are needed to adequately operate your concession?

E. How many vehicles are required to transport your staff and concession?

F. FEE:

Please DO NOT send payment with application. Accepted vendors will be notified to process payment. Please check the appropriate box for your concession. For the opportunity to provide food at Freedom Fest, vendor agrees to reimburse the Department:

\$120 for non-profit organization

\$240 for profit vendor providing five (5) or fewer menu items (all beverages are considered 1 item)

\$360 for profit vendor providing six (6) or more menu items (all beverages are considered 1 item)

G. Notes & Special Requests:

I have read and understand the Food Vendor Guidelines and Policies and agree to abide by all rules and regulation contained therein. I verify that all information contained in the application, to the best of my knowledge, is accurate at the time of submission.

Print Name

Signature

Date

Applications and correspondences should be addressed to:
Nottingham County Park, 150 Park Road, Nottingham, PA 19362
(610) 932-2589



Chester County
Parks and Recreation

FOR OFFICE USE

Date Postmarked: _____

Date Received: _____

Receipt No.: _____

CHESTER COUNTY PARKS & RECREATION DEPARTMENT

Food Vendor Guidelines and Policies

All Event Levels

Please read carefully. Your signature on a Food Vendor Application indicates that you have read and understand the information contained in this document.

1. Food Vendor packets are distributed annually to all persons on the mailing list. Lists are revised to eliminate disinterested vendors, or those the Department has deemed not acceptable. Applications may also be obtained on the Department website (www.chesco.org/ccparks) or by calling the Administrative Office at (610) 344-6415.
2. Only applications received/ postmarked by the deadline shall be considered. In the case of two identical applications from separate vendors, the application received first shall be given preference. **DO NOT** send payment with application. Accepted vendors will be notified to submit appropriate fee.
3. It is generally anticipated that a vendor will apply for only one space; however, exceptions to this provision may be made pursuant to the discretion and judgment of the Department. Vendor awarded more than one vending space will pay for same.
4. Incomplete and late applications WILL NOT BE CONSIDERED.
5. **Vendor participation shall be awarded in the following order: 1) Vendor Returning from Previous Year in Good Standing with the Department; 2) New County Non-profit Vendor; 3) New County, Profit Vendor; 4) New Non-County, Non-profit Vendor; 5) New Non-County, Profit Vendor.**
6. Vendor shall have a license issued by the Chester County Health Department, and must comply with and meet the requirements of the Health Department. It is the responsibility of the vendor to secure proper permits and remain in contact with the Regional Health Specialist. For more information, please contact the Health Department at (610) 344-3225, or on the web at www.chesco.org/health
7. Vendor shall prominently list the food and beverage items that he/ she is selling with the cost for each. All beverages are considered one item.
8. **For Level III Events, or events with anticipated attendance over 5,000, there may be some duplication of menu items in varied areas of the park.** Vendors being offered a space will be supplied a list of all vendors' proposed menus to determine their willingness to compete with like food items.
9. Unless otherwise noted on the application, Friends Groups of the host park have exclusive rights to selling carbonated beverages at events/ programs held within their specific park. Friends Groups selling food at events/ programs held in parks other than their own shall not sell carbonated beverages unless they are not available through the host park's Friends Group.
10. The Department cannot guarantee the number of visitors to an event and accepts no responsibility for attendance levels. Past event attendance figures shall be basis for all event-level assignments and vendor fees.



11. Selected Vendors will receive an Acceptance Letter, including payment requirements and follow-up information. Fees for vendor spaces are due upon the date noted on the Department's acceptance letter. Failure to do so shall result in the vendor forfeiting his/ her space. Vendor reimbursements have been established to reflect program attendance and vendor's potential profits. Vendor fees are noted on the application form. Once payment is received, parking passes, event information, directions, etc. will be distributed.
12. At all times, the Department reserves the right to reject any applicant, who in the Department's sole discretion and judgment, would not provide the best available items based upon quality, price, variety and service.
13. All special requests must be made in writing on the event application form or attached to the application.
14. Vendor may not change the listing of what he/she will be selling without the Department's consent. Vendor is permitted to sell only those items listed on the application form receiving approval from the Department. If vendor is determined to have violated this agreement, he/ she forfeit the opportunity to participate in future Chester County Parks & Recreation Department events and may be removed from the event in progress.
15. The Department reserves the right to cancel/ postpone an event. For events with an established rain date, vendor shall be available on both dates. Vendor will forfeit his/ her fee if event is postponed to rain date and he/ she does not show. If event is held and vendor does not show, the Department will solely determine if reason for not participating validates a refund. If event is canceled, refunds will be issued.
16. Failure to notify the host park in advance of any cancellation, as well as failure to comply with all event policies, will affect future opportunities to participate. Refunds will only be given if vendor notifies the Department two (2) weeks prior to event date.
17. The Department will determine the process and procedure to follow for the postponement and/ or cancellation of the event due to weather or other factors. If the Department decides to cancel the event due to predicted forecasts, accepted vendors will be notified once this decision is final. Vendors may also call the host park office to determine event status.
18. To allocate available electrical power, vendors shall provide the Department with a complete list of electrical appliances to be used along with the wattage and amp requirements for each appliance to be used. Failure to furnish complete information may result in the vendor's needs not being met or withdrawal of an invitation to operate future food concessions. Vendor may be denied participation if the set-up and/ or equipment creates an undesirable display.
19. The Department will assign vendor spaces based on park facilities and program layout. Requests for specific spaces will be considered, but not guaranteed. Dissatisfaction with a space assignment is not grounds for a refund. If vendor and designated park staff agree that the space is not suitable for the vendor's booth, accommodations may be made. No space is guaranteed from year to year.
20. Due to limitations on available space, the Department cannot guarantee booth space for all applicants. Space location is driven by electrical needs and is at the discretion of the Park Superintendent or designee. Consideration for assignment will be given to vendors that have previously participated in the event.

21. Vendor shall provide his/ her own booth. All booths must be maintained in a safe and sanitary manner, and shall be removed from the premises at the termination of the event/ program unless prior arrangements have been made with the Department. Upon failure to remove, the County shall notify vendor to remove his/ her booth and/ or property from the premises. Upon failure to remove the property within the time indicated, the County shall enforce a penalty fee for not removing his/ her booth and has the right to remove any and all such remaining property, and to dispose of it as the County shall so decide, and not be held liable for removal by said vendor, or by any other party. Set-up will take place during the hours indicated on the application form.
22. Vendor may bring two (2) vehicles to the vendor area for set-up. Two (2) parking passes will be distributed to each vendor. To enter the area, the pass shall be placed on dashboard and visible by event staff.
23. Vendor spaces are primarily on grass in an open field. Vendor's assigned space must not interfere with adjacent spaces. Vendor must provide all equipment, furniture, overhead covering, adequate product quantity, etc. to insure a successful operation.
24. Vendor will be restricted from Department events if:
 - a. The vendor buys a space to sell to another vendor.
 - b. The vendor misrepresents the items to be sold.
 - c. The vendor's conduct is detrimental to the best interest of the event.
 - d. The vendor violates any of the policies and guidelines of the Department.
25. Booths must be open during the event hours and shall not be dismantled until the close of the event. The Department reserves the right to ask those who have not received an assigned space, and who are collecting funds or selling items, to leave the premises.
26. The Department reserves the right to restrict vendors with respect to methods of operation and display of materials. If, for any reason, an exhibit or its contents is not in line with the objective and/ or spirit of the event, the exhibit will be removed.
27. The County shall not be responsible for protection, damage and/ or theft of vendor's equipment, supplies and receipts. Each vendor shall take all reasonable and necessary precautions to secure his/ her goods and property. In no event shall the County accept responsibility in connection with any such loss, theft and/ or damage. Vendor is responsible for the security of all equipment, product and personal items during the event. Park staff will be on site throughout the event and provide limited security. All injuries and safety concerns should be immediately directed to event staff.
28. Vendor is responsible for any damage to the grounds resulting from his/ her operation during the event.
29. Vendor shall be responsible for disposing of trash within fifteen (15) feet of his/her booth site. Failure to do so shall constitute valid grounds for the County to refuse vendor to operate at future County events/ programs and a penalty may be applied. Please advise park staff if assistance with trash removal is needed.
30. Vendor will indemnify and hold the County harmless for any and all liability of the County as a result of any service at a County-sponsored event, and waive any immunity under the PA Worker Compensation Act regarding any claims by the County against the vendor.
31. Vendor must provide Certificate of Insurance in the amount of \$1 million (\$1,000,000), naming the County of Chester/Parks and Recreation Department as additionally insured.

32. Vendor shall be considered an independent contractor. Neither the vendor nor any of his/ her employees shall be considered employees of the County for any purpose.
33. Vendor agrees that the Department may revoke, immediately, all of the rights of the vendor, agents or employees of the vendor's booth, without a refund of fees, due to a violation of the rules set forth herein.
34. Vendor agrees to abide by all rules and regulations established by the Department, and any and all local and Commonwealth laws. In accordance with the Chester County Health Department, vendors shall make arrangements such that separate employees handle monetary transactions and food preparation. Vendor will fully comply with all Chester County Health Department regulations that shall be deemed critical to his/ her performance and to these Guidelines. Failure to do so may serve as basis for immediate termination of the right to continue to sell at the function for which the space was awarded, and/or disqualification from future consideration with respect to similar contracts with Chester County.
35. The VENDOR hereby releases and forever discharges the County of Chester and the Chester County Parks and Recreation Department, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the VENDOR or any other person, persons or property, from the conduct of the organized activities, the condition of the property of the DEPARTMENT or the actions or failure to act by the DEPARTMENT, its agents or employees.

Further, the VENDOR expressly stipulates and agrees to indemnify, hold harmless and defend the County of Chester and the Chester County Parks and Recreation Department from and against any and all claims, suits, damages (including without limitation consequential damages, losses, liability, and expenses (including but not limited to attorneys' fees) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, in any manner arising out of, or resulting from the activities of VENDOR.