



Food Vendor Agreement

Standards – Food Vendors

September 22,23,24,25 2016

- Food vendors must skirt and/or cover any areas of your display booth that are open to the front or sides, and visible to the public.
- Trash must be in stored in containers, and not solely in bags. Vendor is responsible for removing trash at the end of each day, or more frequently as needed, to the designated area.
- Vendor shall place recyclables (only) in the recycle dumpster
- In order to better serve your customers, vendor must post a professional, attractive, and visible sign displaying your menu and prices.
- Vendors must be prepared for Health Department Inspections, and in compliance with all Health Department rules and regulations. Vendors who repeatedly fail Health Department inspections will be subject to review by the Westminster Fallfest, Inc. board. Westminster Fallfest, Inc. reserves the right to prohibit vendors who repeatedly fail Health Department inspections from returning as a vendor in subsequent years.
- These standards are in addition to the Terms and Conditions of the Food Vendor Agreement and Rules and Regulations – Food Vendors (attached).
- ALL Food Vendors will be allowed to open for Breakfast to serve the Craft & Commercial Vendors setting up early Saturday & Sunday morning(contact committee for exact time for set up)

Please contact Westminster Fallfest Vendor Committee with any questions concerning this agreement: info@westminsterfallfest.com



Westminster Fallfest, Inc.

September 22 – 25 2016

Food Vendor Agreement

Westminster Fallfest, Inc. (*Sponsor*) and the individual or organization described below (*Vendor*) agree that subject to the terms and conditions of this agreement, **Vendor** shall sell only the products specified and approved by **Sponsor** at Fallfest, a festival which **Sponsor** coordinates in Westminster, Maryland, September 22-25, 2016.

Vendor and Products

Individual or Organization Name: _____

Tax ID / Tax Exemption Number _____

Contact: _____

Address: _____

City: _____ State _____ Zip Code: _____

Phone _____ (day) _____ (evening) _____

_____ (mobile) _____ (fax)

Email Address: _____

Description of Products to be Sold:* _____

**Vendor agrees to sell only those products listed and which are approved by the Sponsor.*

For-profit organization _____ Not-for-profit organization _____

List events in which you have participated: _____



Fee Schedule

For Profit Vendors: Payment Received:	Not-For-Profit Vendors: Payment Received
January 1 2016 – July 31, 2016 -----\$425	January 1 2016 – July 31 2016 -----\$ 325
August 1 2016 – August 31, 2016--- \$465	August 1 2016 – August 31 2016 ----\$ 360
September 1 2016 and after ----- \$500	September 1 and After. ----- \$ 400

Fee includes: All Health Department Fees, A space 20 ft. wide x 20 ft. deep. Additional 20 ft. wide x 20 ft. deep booth spaces may be requested, but are not guaranteed, by Sponsor, unless in writing. All extension cords are to be provided by Vendor.

Booth Space: \$ _____

Total: \$ _____

Complete this agreement, sign, and return along with:

- 1) A check to cover the appropriate fee. (*For any application submitted on or after September 1, 2016 the payment MUST be by cash or money order*)
- 2) Signed copy of Health Department Guidelines for Temp. Food License
- 3) Signed copy of the Health Department Vendor Form
- 4) A copy of proof of liability insurance coverage

Mail to: *Westminster Fallfest, Inc.,
Food Vendor Committee
P.O. Box 804,
Westminster, MD 21158*

Terms and Conditions

Read carefully and initial each item in agreement:

- ___ **Food vendor booth fees are non-refundable! .**
- ___ Vendor agrees to mandatory participation all four days during the following festival hours: **Thursday and Friday - 6 pm to 10 pm, Saturday 10 am to 10 pm and Sunday - 12 noon to 6 pm, September 22– 25, 2016. (Food Stand must remain open for business all hours the event is open) Vendor MAY open early for sales to vendors setting up on Saturday Morning-**
- ___ Contracts cannot be reassigned or transferred. Subletting all or part of your space is not permitted.



- _____ Westminster Fallfest, Inc. will do an amp check of each vendor purchasing electrical service prior to the opening of the festival. Vendors causing breakers to trip are responsible for resetting that breaker. Fallfest will assess a \$25 fee per incident if an electrician is required to reset breakers.
- _____ Food vendors are required to meet the minimum requirements set forth by the Carroll County Health Department for the safe handling of food (*see attached*). Vendor compliance with Health Department regulations will be verified by County and State officials.
- _____ Set up hours are as follows:
- Wednesday** - 9 am to 9 pm - weather permitting (*no overnight security provided*)
- Thursday** - 9 am to 4:30 pm - ALL vehicles shall be off festival grounds by 5:30 pm
- Friday** - 9 am to 4:30 pm - ALL vehicles shall be off festival grounds by 5:30 pm
- Saturday & Sunday** - anytime prior to festival opening. - All vehicles shall be removed from the festival grounds ½ hour prior to opening.
- _____ There are to be no more than one (1) vehicle or trailer parked to the rear of any vendors space during the festival hours.(12' of space is provided to the rear of each vendor space for trailers/trucks)
- _____ There are to be no more than one (1) vehicle or trailer, per vendor, parked in the alley.
- _____ Overnight camping on Fallfest grounds is strictly prohibited. Please contact Carroll County Office of Tourism at (800) 272-1933 or <http://www.carrollcountytourism.org/> for nearby lodging.
- _____ Vendor is responsible for supplying own tables, chairs, trash receptacles, equipment, personnel and signage. Booth signage is to be no wider or higher than the booth space.
- _____ Sponsor will not provide individual water supply to each booth. Vendors will be responsible for their own water and ice supply. No water hoses are to run to vendor spaces
- _____ Sponsor is not responsible for Vendor's property. Uniformed City Police will be on duty at the festival grounds throughout the festival.
- _____ Sponsor reserves the absolute right to terminate this agreement in the event Vendor sells or attempts to sell any product or service other than those specified, or breaches any of the terms and conditions for Fallfest concessionaires. In the event Sponsor terminates this Agreement pursuant to this paragraph, Vendor shall immediately cease any activities at Fallfest, remove all equipment, personnel, and other property from Fallfest, and forfeit any fees paid to Sponsor.
- _____ Proof of liability insurance is attached.
- _____ Westminster Fallfest Inc. shall not be held liable for accidents, severe weather, environmental Conditions, acts of God, or any other legitimate condition beyond the control of Westminster Fallfest Inc.
- _____ Westminster Fallfest, Inc. reserves the right to prohibit vendors who repeatedly violate the Conditions of this contract from returning as a vendor in subsequent years



By submitting a signed copy of this form; I am requesting space at Fallfest 2016 (Sept. 22 - 25) and recognize that submission of this application does not constitute acceptance or guarantee a space at the festival. I agree to the fee required, and payment in full is to accompany this form. I understand that Fallfest is a rain or shine event. I agree to comply with all rules and regulations governing Fallfest. I affirm that I am the duly authorized representative of the undersigned company or organization, subscribe and agree to all terms, conditions and authorizations contained in this contract. Vendors and exhibitors agree to hold the City of Westminster, Westminster Fallfest, Inc. and its sponsors harmless from any and all liability arising out of **Vendor's** participation in Fallfest 2016 Westminster Fallfest, Inc. and the City of Westminster will not accept responsibility for damage or injury to persons or property, including exhibits, merchandise and vehicles, during Fallfest.

Sponsor

Vendor

Date of Acceptance_____

Date of Agreement_____

Westminster Fallfest, Inc.

Vendor_____ *(print name)*

By_____ *(Signature)*

By_____ *(Signature)*

