



# Food Vendor Rules and Regulations

MAPLE VALLEY DAYS 2014 will take place June 13, 14, 15, 2014 at Lake Wilderness Park, 23601 - 224th Ave SE , Maple Valley, WA 98038. To apply, please fill out the attached application/contract, sign it, make a copy for your records and return the original along with the required payment (including any additional fees). Please be aware that no vendor is accepted and assigned a booth space until the completed application, payment, photo(s) and UBI number have been received and verified. If accepted, a copy of the application will be returned to you with an authorizing signature. If your application is denied, you will be notified in writing and your payment returned.

Upon acceptance, MAPLE VALLEY DAYS 2014 grants to the accepted vendor a non-assignable right to use and occupy a vendor space (10' x 10') for the sole purpose of sale or promotion of a product or service as listed on the application/contract. Vendors are required to use the vendor space in a reasonable and non-offensive manner subject to public health and safety regulations and subject to the rules and regulations of MAPLE VALLEY DAYS 2014. Agents of MAPLE VALLEY DAYS 2014 reserve the right to prohibit anyone from selling or any product from being sold. Security will be provided from Friday, June 13th 3:00PM until the close of the festival on Sunday, June 15th at 6:00PM.

## **INDEMNITY AND HOLD HARMLESS AGREEMENT**

MAPLE VALLEY DAYS VOLUNTEER COMMITTEE (hereafter referred to as MAPLE VALLEY DAYS 2014 or MAPLE VALLEY DAYS) shall not be held liable for any debt, tax or assessment incurred by the concessionaire in the operation of his/her concession nor for any salary or expense due to any of his/her employees. MAPLE VALLEY DAYS, The City of Maple Valley and MAPLE VALLEY DAYS Sponsors shall not be liable for the result of any accident or damage to any person or article employed by, or in possession of the concessionaire while at the MAPLE VALLEY DAYS 2014 festival in the city of Maple Valley, whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal there from. In consideration of the privileges granted by this contract, the concessionaire agrees to protect, indemnify and hold harmless MAPLE VALLEY DAYS, The City of Maple Valley and any MAPLE VALLEY DAYS Sponsor(s) from any and all claims for damages, demands or suits arising from injuries or damages sustained or alleged to be sustained by employees of the concessionaire or by any member of the public where such injury or damage shall have resulted directly or indirectly from the activities and business of the concessionaire in connection with this contract. The concessionaire shall cooperate and assist MAPLE VALLEY DAYS or its representatives in investigating such claims and in negotiating settlement thereof and the concessionaire shall be bound by any decision of MAPLE VALLEY DAYS or its representatives respecting the disposition to be made of such claims, even if any of the allegations, claim for damages, demands or suits are groundless, false or fraudulent.

## **INSURANCE REQUIREMENTS**

Food and Ride vendors and any vendor sampling a consumable food product must submit a certificate of insurance within two weeks of acceptance notification. Vendors must have \$1,000,000 each occurrence with \$1,000,000 aggregate products/completed operations and \$1,000,000 general aggregate. All policies shall be written on an occurrence basis. The concessionaire shall be named insured on the policy and the **CITY OF MAPLE VALLEY, MAPLE VALLEY DAYS COMMITTEE, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND FESTIVAL SPONSORS** shall be additional insured thereon. Please inform your insurance agency to be sure they include this exactly as underlined. Certificates will not be accepted without this additional insured wording.



# Food Vendor Rules and Regulations (Continued)

## FIRE DEPARTMENT RULES

- Hood Extinguishing System shall have a current updated service tag on the system and be properly functioning.
- The hood and ductwork shall have current tag indicating it has been cleaned within the past year.
- The cooking appliances must be compatible with the fuel or power required for operation.
- Cooking appliances requiring LPG are limited to 10 gallons. This includes empty tanks.
- A 2A10BC and K rated fire extinguisher is required in any booth/tent/trailer where open flames are present.
- Propane tanks (in use or in storage) must be secured in an upright position using elastic straps or chains to prevent tip over.
- Propane tanks must be tested for leaks prior to use and may be no larger than 10 gallons.
- Cooking appliances using an open flame must maintain a 24" clearance from combustibles.
- Power supplying the cooking appliances must be equipped with an automatic shut-off during the activation of the hood extinguishing system.
- Electrical extension cords must be 12 - 14 gauge wire and in good condition.
- Extension cords must be unplugged prior to leaving and shall be located in such a manner as to not pose a trip hazard.
- A Maple Valley Fire & Life Safety Checklist must be completed and presented to the Fire Marshall or his/her representative at set up.
- Fire lanes are not to be restricted at any time including during set up and tear down.

## MISCELLANEOUS RULES AND REGULATIONS

- Vendor space is 10' X 10'.
- Canopies and tables are not supplied.
- Canopies must be secured to the ground for the entirety of the festival.
- Food vendors are required to bring their own white hoses for water.
- No grease or other solid wastes may be disposed of in the 3 compartment sink.
- Beverages must be in aluminum cans, plastic or paper containers. No glass bottles.
- No alcoholic beverages will be allowed on the festival grounds at any time.
- Vendors are responsible for cleaning their booth sites and surrounding area during and at the end of each day. The festival will provide dumpsters on site. Small trash cans are provided for festival attendees. Small trash cans are permitted in vendor booths and must be maintained by the vendor. Any complimentary food, drink or pat on the back extended to the clean up crew is much appreciated. They have a dirty job and they work very hard.
- Vehicles are not permitted on the festival grounds (food vendors with trailers are exempt).
- Police, security, emergency communications systems, first aid and sanitation facilities will be provided.
- Vendor spaces are for the three day event. No single day rentals. Vendors are required to occupy their booth during all festival hours, **rain or shine** (temporary closure during a lightning storm will be allowed). Any vendor closing early or opening late on any festival day will not be asked to participate in future festivals.
- All returned checks for NSF (non sufficient funds) from vendors will be subject to a \$25 charge.
- Take down of your booth must not begin before the festival closing hour of 6:00pm on Sunday. No Vehicles are allowed on the Festival grounds until the Festival organizers have prepared the park. Please use caution as the park will remain open and activities will continue after Festival hours. If you are caught driving on the park grounds before the Festival closes you will not be invited back.
- Should a vendor, at any time, conduct him or herself in such a manner contrary to these Rules and Regulations, shall immediately cease such offending conduct upon request from the festival officials. Failure to immediately comply as requested shall be cause for revocation of this contract and will result in the expulsion from the festival. Upon revocation, the vendor shall promptly vacate the premises. Failure to comply will result in the removal of all property of the vendor from the premises at the vendor's expense. MAPLE VALLEY DAYS VOLUNTEER COMMITTEE, its agents, The City of Maple Valley and sponsors shall be relieved and discharged from any and all loss or damage caused by such removal. MAPLE VALLEY DAYS VOLUNTEER COMMITTEE, its agents, The City of Maple Valley and sponsors shall not be responsible for storage or safekeeping of property so removed. Failure to comply with these Rules and Regulations will also result in the forfeiture of booth space and no refund will be given.