



Festival in the Park VENDOR APPLICATION



GENERAL INFORMATION

- Event Date & Hours:** Saturday, June 15, 2019, 10:00 AM to 5:00 PM
Sunday, June 16, 2019, 9:00 AM to 3:00 PM
- Event Location:** Visitors Center, 520 E. Fairhaven Avenue in Burlington
- Application Deadline:** Friday, May 10, 2019
- Check-in / Setup:** Friday, June 14, 2019 3:00-5:00 PM (overnight security is provided)
Saturday, June 15, 2019 6:30-9:00 AM
- Booth Fee:** 10'W x 10'L \$75.00
10'W x 10'L \$115.00 **2-day Craft/Commercial only** (Saturday & Sunday)
10'W x20'L \$125.00 (Food Vendor only)
10'W x30'L \$165.00 (Food Vendor only)
110w Electrical Hook-up +\$30.00 (Food Vendor only, must be requested with application)
- Payment Options:** Payment must accompany your submitted application. Accepted forms of payment are:
- Cash or Checks payable to Burlington Chamber of Commerce
 - Register & Pay Online using your Credit/Debit Card: www.berrydairydays.com
- Application Instruction:** Complete the Application Form found on page-3
 Initial the Vendor Guidelines found on page-4
 Sign the Agreement & Indemnification Statement found on pages-5 & 6
 Submit the (1) Application Form, (2) Vendor Guidelines and (3) Waiver, Release & Indemnification Agreement forms to Burlington Chamber of Commerce.
Deliver to: 520 E. Fairhaven Avenue or *Mail to:* PO Box 1087
Burlington, WA 98233 Burlington, WA 98233
Email to: info@burlingtonchamber.com
 Payment must accompany your Application documents.

In order to be considered for participation, vendors must submit fully completed Application documents, initialed and signed where indicated, and full payment must be received by Burlington Chamber of Commerce.

Other Important Requirements:

- Insurance – Food vendors must provide a Certificate of Liability Insurance to Burlington Chamber of Commerce **by May 10, 2019** which meets the minimum requirements listed on page-3.
- Permits – Food Service Permit and L&I Permit must be on display during festival, when applicable.
- Extinguisher – A current Fire Extinguisher must be located at your mobile operation within each booth where cooking takes place. (Minimum rating 2A10BC or Type K Class if cooking with grease.)

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FESTIVAL IN THE PARK VENDOR APPLICATION



City Use Only:
 Date Received by BPR: _____
 Date Sent to Fire Marshal: _____
 Fire Marshal: Approve Disapprove

Chamber Use Only:
 Date Received: _____
 Received by: _____
 Cash CC Check _____
 Application Insurance Certificate
 Guidelines/Release/Indemnification

VENDOR APPLICANT INFORMATION

Business Name: _____
 Business Owner Name: _____
 Owner's Phone#: _____ Business Address: _____
 City/Zip: _____

Representative(s) authorized to interact with City of Burlington and Skagit County officials on behalf of the Business Owner:
 Name: _____
 Phone #(s): _____
 Email: _____

Booth Size Requested: 10'W x 10'L \$75 Available to Food Vendors Only: 10'W x 20'L \$125 10'W x 30'L \$165
 Food Vendors Only: 110w Electrical Hook-up +\$30 (must be requested at time of application)

DESCRIPTION OF VENDOR OPERATIONS

- My operation includes (check all that apply):
 Food Sales Merchandise Sales Other: _____
- My mobile unit is (check all that apply):
 Tent/Canopy with sides Tent/Canopy without sides Dimensions when setup: _____ L x _____ W x _____ H
 Truck/Van/Trailer Food Cart/Kiosk Dimensions when setup: _____ L x _____ W x _____ H
 Other: _____ Dimensions when setup: _____ L x _____ W x _____ H
- Additional space needed for other vehicles/equipment/supplies: _____ L x _____ W x _____ H
 Describe _____
- Briefly summarize products, services or food items available for sale or display:

- **Please check all that apply:**
 - A current fire extinguisher with a minimum size/rating of 2A10BC (or Type K if cooking with grease) will be easily accessible in my mobile unit.
 - Food Vendors Only: Hook-up to City electricity is needed. (Hook-up to City water is not available.)
 - Food Vendors Only: A generator will be used to power my operations. Make/Model: _____
 - A propane/LPG tank will be used in my operations. Size: _____
 - A Coleman style cook stove or other type of Heating Device will be used. Describe other: _____
 - My Skagit County Health Permit is current for mobile food operations.
 - I have applied for a Skagit County Health Permit. Approval anticipated by (date): _____
 - My L&I inspection permit for mobile food operations is current.
 - I have applied for the required L&I inspection permit. Approval anticipated by (date): _____
 - My operation does not require an L&I inspection permit.

BERRY DAIRY DAYS FESTIVAL IN THE PARK VENDOR GUIDELINES

Vendors, please initial where highlighted below. Your initials indicate understanding and agreement to comply.

- **Booth Size and Assignment.** Booth spaces will be pre-assigned. Every effort will be made to accommodate special requests, but requests cannot be guaranteed. Your booth space is measured in Width x Length (Length = frontage selling space). Your operation must fit inside your booth space in its entirety. This includes trailer tongues, door openings, storage containers, displays, etc.. “Pop up” style tents must be in good condition; no tarps or make shift tents are allowed.
- **Check-in /Setup.** Your setup can take place Friday between 3:00-5:00 PM and Saturday beginning as early as 6:30 AM. Overnight security will be provided between Friday evening and Saturday morning. Check-in at the Visitors Center to receive your booth assignment. You are responsible for managing your own setup. Your setup must be complete and ready for festival goers prior to 10:00 AM Saturday.
- **Operations.** Your operation must be staffed and operational throughout festival hours on Saturday from 10:00 AM until 5:00 PM and Sunday 9:00 AM until 3:00 PM.
- **Cleanliness.** Your booth space must be kept tidy throughout the festival. You are responsible for performing throughout the festival cleanup your booth space and cleanup of any debris originating from your operation. You must provide trash receptacles and liners for your mobile operation.
- **Teardown.** Saturday at 5:00 PM is the earliest your teardown can begin, complete by 6:00 PM. Sunday at 3:00 PM is the earliest your teardown can begin, completed by 4:00 PM
- **Security, Loss and Claims.** Burlington Chamber of Commerce and the City of Burlington are not liable for lost, stolen or damaged items. Furthermore, neither the Chamber nor the City maintains insurance that will respond to claims made against you or your operations arising out of your participation .
- **Substitutions.** Substitutions for the sale items or for the services you have outlined in your Application require prior written consent from the Burlington Chamber of Commerce.
- **Standard of Behavior.** Vendors are expected to behave in a respectful manner while taking part in the festival. Burlington Chamber of Commerce reserves the right to close a vendor’s operation if the vendor exhibits inappropriate behavior or disregards the Guidelines set forth herein.
- **Attendance.** The festival’s attendance and your sales volume cannot be guaranteed.
- **No Refunds.** Your Vendor Fee is non-refundable once paid. Refunds are not provided for any reason, including inclement weather and manmade or natural disasters.
- **Inspections.** Your vendor operation is subject to inspection by the City of Burlington Fire Marshal and the Skagit County Health Department.

ADDITIONAL GUIDELINES FOR FOOD VENDORS:

- **Utilities.** Hook-up to water is not available. Access to electrical power is limited. Requests for access are confirmed on a first-come basis. 110w is available at an additional charge of \$30; 220w is not available. Vendors must supply their own power cords (limit of one outlet per booth space).
- **Insurance.** Food vendors must provide to the Burlington Chamber of Commerce a Certificate of Liability Insurance which indicates the **Burlington Chamber of Commerce and the City of Burlington** have been added as “**Additional Insureds**” for the festival time period. The insurance must provide **at minimum \$1,000,000 of liability coverage.** (See Example on page-7.)
- **Permits:**
 - Skagit County Health Permit.** Food vendors must possess a valid health permit for mobile sales issued by Skagit County. The health permit must be displayed within the mobile operation during the festival. For more info: www.skagitcounty.net/Departments/HealthFood or 360.416.1500.
 - L & I Inspection Permit.** If you are a food vendor operating from a unit built on a permanent chassis which includes electrical, plumbing or gas piping, your mobile operation must have a current inspection permit issued by Washington State Labor & Industries. The permit must be posted on your mobile unit. For more info, www.lni.wa.gov/TradesLicensing/FAS/FoodTruckTrailer/default.asp or 360.902.5218.

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in the BERRY DAIRY DAYS Festival and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Release and Waiver:

The undersigned, for myself, my heirs, executors, personal agents, personal representatives, administrators, successors and assigns, and for the Organization the undersigned represents and its members participating in BERRY DAIRY DAYS, hereby unconditionally RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Burlington Chamber of Commerce, its agents, employees and officials, THE CITY OF BURLINGTON, its agents, employees and officials, any and all BERRY DAIRY DAYS SPONSORS, and each of their respective agents, employees and officers, representatives, successors, or assigns, (collectively hereinafter referred to as "THE RELEASED PARTIES") from any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, and all consequential, compensatory, general, special, and/or statutory damages or liabilities, known or unknown, which may result directly or indirectly or which are in any way related to or arise from our coming to, participation in, or departing from BERRY DAIRY DAYS, including claims based upon the active or passive negligence of THE RELEASED PARTIES.

Indemnification and Hold Harmless:

User shall defend, indemnify and hold harmless the Burlington Chamber of Commerce, its officers, officials, employees and volunteers and the City of Burlington, its officers, officials, employees, agents and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, including attorney fees arising out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Chamber of Commerce or the City of Burlington.

Severability:

The undersigned expressly agrees that the foregoing WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Photography Waiver:

The undersigned hereby gives THE RELEASED PARTIES the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, the undersigned name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media including but not limited to brochures and websites, social media (e.g. Facebook, Twitter) and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of the undersigned Likeness made in any medium, whether intentional or otherwise) in connection with Berry Dairy Days activity(ies), products and/or services, including but not limited to advertising, publication or any other lawful purposes. The undersigned waives any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of the undersigns likeness ("Results"). The undersigned waives any right to further compensation.

continued on next page

Acknowledgment of Understanding:

The undersigned having been authorized by the Business/Organization to represent with full authority as identified below, to execute this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT on my and their behalf and on behalf of any members of the Business/Organization participating in the BERRY DAIRY DAYS. The undersigned acknowledges any and all members have read this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, and have had the opportunity to ask questions about the same and agreed to be bound by this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT as a condition of and before being permitted to participate in BERRY DAIRY DAYS. The undersigned fully understands that with this RELEASE, WAIVER, INDEMNIFICATION AGREEMENT and PHOTOGRAPHY WAIVER the undersigned is relinquishing substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledges that this agreement is being signed freely and voluntarily.

Print and Sign Below:

Date: _____

Vendor Business Name: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

If under 18 years of age, Parent/Legal Guardian signature required

Printed Name of Parent/Legal Guardian: _____

Signature of Parent/Legal Guardian: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Your name and address	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXPIR DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE SUFFERED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA <input type="checkbox"/> OCCUR EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Burlington Chamber of Commerce, its officers, officials, employees and volunteers and the City of Burlington, its officers, officials, employees, agents and volunteers
Listed as additional insured

CERTIFICATE HOLDER Burlington Chamber of Commerce PO Box 1087 Burlington, WA 98233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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