



Saturday, October 5, 2019
Historic Church Street in Vienna

FOOD VENDOR PACKET



Food Vendor Agreement — Page 1 of 4

Definitions

VBA	Vienna Business Association
Vendor	Each person, organization, retailer, food & beverage participant that has made application for space at Oktoberfest 2019, by executing a Food Vendor Registration Form, Food Vendor Space Description Form, Signature Page of this Food Vendor Agreement and Payment.

1. Deadline for Participation: The deadline for inclusion in VBA Oktoberfest is **Tuesday, September 10, 2019**. Every Vendor must fulfill all conditions herein, and send all completed paperwork and applicable payment to VBA by Tuesday, September 10, 2019. **Food vendor space for this event is limited** and is available on a first-come, first-served basis.

2. Cancellation: If VBA should fail to hold Oktoberfest 2019 as scheduled for any reason by October 5, 2019 (including but not limited to terrorism, fire, wind, storm, other acts of God, or any other reason which renders event impossible or impractical) then it shall refund to Vendor all sums paid by Vendor to VBA less expenses incurred. Cancellation by VBA or the Town of Vienna must be made prior to 11 a.m. on October 5, 2019 for refunds to be administered. No refunds will be granted if event is canceled or cut short on time once the festival begins at 11 a.m. on October 5, 2019. **There is no rain date for the festival; it is a rain or shine event.**

Neither VBA, Town of Vienna nor any officers, directors, owners, employees, nor agents of either of them shall have any liability to the Vendor by reason of such cancellation or failure to hold the Oktoberfest 2019.

Any participant, with the exception of Business Expo, may cancel prior to Tuesday, September 10, 2019 and receive a full refund. A \$25 cancellation fee will be deducted from all refund checks. **No refunds will be made after Tuesday, September 10, 2019.**

3. Assignment and Use of Booth by Others: Booth space is assigned in the order in which complete paperwork and payment has been received. Sponsors will receive premium booth space. Vendors are not permitted to share space and Vendor may not assign its space to any other Vendor, person, firm or organization without express written permission of VBA. No Vendor can change booth spaces without the permission of festival management and/or VBA.

Note: Beer Garden Food Vendor booth *must have an Oktoberfest Theme. Selection of the 5-7 available slots will be based on the following criteria (in the case of a tie vote, there will be a lottery):*

1. **Local vendor**
2. **Vienna Business Association member**
3. **Have the spirit of Oktoberfest**

4. Booth Description: All Vendor spaces are in increments of 10 x 10 square feet in size. Electricity will not be available at this event. If your set-up or mobile food unit requires more space for coolers, grills, tanks, etc., you are required to pay for extra space. **If you have not reserved the adequate space in advance, you will be moved to end of festival or asked to leave without refund.** Notification to VBA must be made by September 10, 2019. Each space will be designated by markings on the road or grass surface and space markings will NOT be larger than 10 x 10 square feet, unless prior arrangements have been made and extra fee is received prior to the event. Vendor is responsible for equipping booth with all necessary equipment. **Each booth must be equipped with a canopy or tent that has a fire retardant meeting the flame propagation performance criteria of NFPA 701 or shall be treated with a flame retardant in an approved manner and meet the flame propagation performance criteria of NFPA 701, and that such flame propagation performance criteria are effective for the period specified by the permit.**

- 2404.3 Labels. Membrane structures or tents shall have a permanently affixed label bearing the identification of size and fabric or material type.
- 2404.4 Certification. An affidavit or affirmation shall be submitted to the fire code official and a copy retained on the premises on which the tent or air-supported structure is located.

The affidavit shall attest to the following information relative to the flame propagation performance criteria of the fabric:

Code Compliance *Guideline: Carnivals, Circuses, Fairs, Festivals, Public Assemblages* Fairfax County, VA

1. Names and address of the owners of the tent or air-supported structure.
2. Date the fabric was last treated with flame-retardant solution.
3. Trade name or kind of chemical used in treatment.
4. Name of person or firm treating the material.
5. Name of testing agency and test standard by which the fabric was tested.

Your booth set-up must comply with health department and fire marshal safety guidelines. **Note: you will need a K class Fairfax County approved fire extinguisher. If you are going to use a generator, you must let the VBA know and understand it must reside within your booth space (or coordinated with VBA chair).** If a Vendor needs to rent a booth set-up, coordinate tent rentals with Brooke Rental on a first come, first served basis: 321 Mill St NE Vienna, VA 22180 (703) 938-4807

JCB@brookerental.com



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5. Signage: VBA will NOT provide booth identification signs. Vendor may place company signage in/on their booth. Placement and size may not infringe on other vendors or sponsors.

6. Booth Set-Up: Set-up time is from **7:30 am until 9:30 am** on Saturday, October 5, 2019. One vehicle per vendor at a time. All vehicles must be removed from the festival area by 10:00 am. If arriving after that time, any equipment must be hand-trucked into the festival area. Vehicle access to booths during Oktoberfest 2019 will not be available. **Tablecloths are NOT provided.** Vendors will receive a packet by email or fax (if requested) with specific check-in time, set-up instruction packages, parking, made available within the week prior to the event. All vendors must follow schedule provided. No vendors will be permitted to set up prior to the scheduled time. Vendors who do not arrive during scheduled set-up time may lose their booth space.

7. Appearance: Tables must be covered to the ground and no boxes or packing items should be visible. Smoking is not permitted inside the booths. All persons staffing a Vendor booth (Vendor, Vendor employees, volunteers, etc.) must be appropriately dressed at all times. There shall be no cut-off shirts or pants, bare feet, or obscene or inflammatory writings on clothing or in booths. The Oktoberfest festival committee and VBA reserve the right to prohibit the display and/or distribution of materials or merchandise it alone deems illegal, obscene or otherwise offensive.

By participating in the festival, Vendor leaves all discretion for the items to be displayed and sold to VBA and has no right of appeal or legal recourse at the time or in the future. Vendors who refuse to comply with decisions may be asked to leave the festival.

8. Staffing of Booths: All Vendors are required to provide adequate staffing of their booths for the duration of Oktoberfest 2019. Booths must be staffed and operational from 11 a.m. to 7:00 p.m. VBA cannot provide volunteers for Vendor booths. Vendors are encouraged to have promotional materials such as coupons, fliers or take home promotional items market their establishment. These items may only be distributed at Vendor's immediate booth space.

9. Activity Confinement to Booth Space: Vendors are permitted to distribute and/or sell information/materials/items or have activity at their booth. **No distribution or sale of materials will be permitted beyond the contracted booth area. Representatives of Vendor may not rove festival grounds to entice visitors to the booth and/or to do any type of information/product give-away.**

10. Restrictions on Sales: Vendors are not permitted to sell any live animals or otherwise illegal items. Vendors are not permitted to sell any alcoholic beverage or bratwurst. Only VBA is permitted to sell alcoholic beverages and bratwurst within the designated Beer Garden Area. All vendors are responsible for providing all monies needed to make change during the festival. No monies will be available at the Vienna Business Association Command Center.

11. Sound Amplification Devices: The use of all sound amplification devices such as, but not limited to, speakers, bullhorns, microphones, or karaoke type machines is strictly prohibited.

12. Booth Breakdown: Oktoberfest 2019 ends at 7:00 p.m. Vehicle and other access to Church Street and all blocked off streets for breakdown and clean-up will be determined by the Town of Vienna and will begin at approximately 7:15 p.m. and must be completed no later than 9:00 p.m., noting the festival may be dark at breakdown, bring lighting if needed. If you choose to rent a booth set-up from Brooke Rental, coordinate breakdown of tent, table and chairs with them. For the safety of other vendors and patrons, vendors who require shut down early due to lack of food/product or scheduling shut down not break their booth down or leave prior to the commencement of the festival, doing so will result in negative results in future years.

13. Utilities and Use of Generators: Electricity will not be available at this event.

Water for food Vendors is expected to be available from a fire hydrant and/or hose adjacent to the food Vendor area and will be controlled by the Town of Vienna. Persons other than food Vendors may be restricted from use at the discretion of the festival committee. Anyone using the hydrant and/or hose should be careful to turn it off after each use.

Anyone wishing to use a generator must obtain advance approval from the VBA Oktoberfest Festival Chairman. **Special equipment/generators must fit within your space allotment or have prior approval of the VBA Chair.** No electrical cords maybe placed across a public right away. Vendors agree to assume all liabilities for damages caused by use of their generator.

14. Disposal of Trash/Waste: All Vendors must properly dispose of all trash in trash receptacles. Booth space must be free and clear of debris and trash after breakdown. A clean-up crew will periodically collect trash from public trash receptacles during the festival.

Food Vendors must dispose of all waste liquid waste in a proper manner, i.e. VBA provided grease containers. In no instance shall a food Vendor dispose of any material in a storm drain or in a portable lavatory. Failure to leave your space clean and/or failure to abide by proper disposal rules will result in forfeiture of future Oktoberfest participation.



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15. Code Compliance: Each Vendor is required to adhere to all laws and provisions established by the Commonwealth of Virginia, the Town of Vienna, the Fairfax County Health Department and the Fairfax County Fire and Rescue Department — Office of the Fire Marshall. Vendor shall also adhere to all other federal, state and local laws, rules and regulations applicable to its business and the Oktoberfest 2019 event.

16. Menu Selections: Bratwurst and Alcohol sales are by the VBA only. There are no other restrictions on the type of food you may sell during this event, but coordination with the VBA is required in order to avoid excess duplication. Full registration is pending approval from food chair and payment in full. Your Food Vendor Booth Description Form must list your menu items and you may only sell those items which were pre-approved by VBA. The sales price must be inclusive of Virginia and Town of Vienna sales tax. Vendor must supply and display menu and price boards.

17. Fire Code Compliance: VBA will have a festival permit that covers the event — **you do not have to buy a \$125 permit.** All Vendors provide their own grill and/or cooking items for use during this event. Any food Vendor **utilizing a grill must have a fully charged, Fairfax County approved, K class fire extinguisher** available within the designated booth. **All grills must be placed outside the tent and between or behind booths in a position that will not interfere with any other booths.** Vendors must adhere to all laws and provisions mandated by the Fairfax County Fire and Rescue Department, Office of the Fire Marshall. The VBA obtains the propane use permit. Individual restaurants are not required to secure their own permit for the use of **propane BUT you must inform the VBA in your booth description that you will be using propane and how many tanks will be used.**

Fire & Rescue, Office of the Fire Marshal Laws, Codes and Standards
 10700 Page Avenue
 Fairfax, Virginia 22030
 Telephone: **703-246-4800** Fax: 703-691-0209

18. Health Department Compliance: Food Vendors must apply for, and have in hand the day of the event, a permit to operate a temporary food establishment. In no case may a Vendor sell food without having such a permit. Application and fee table for a permit for a temporary food establishment can be found at the Fairfax County Department of Health website at www.fairfaxcounty.gov/hd/hdapplications.htm. Vendors must comply with all county health department rules and regulations and may be closed for failure to comply. No food vendor will be allowed live animals/ pets to be in the food preparation, service or dining areas. A copy of the permit must be submitted with your completed application and fee to VBA. In cases where permits have been applied for, but not received by Tuesday, September 10, 2019, Vendor shall be expected to submit a copy of the permit as soon as possible. All Vendors are required to bring their permit with them the day of the event.

19. Sales Tax Collection: It is the responsibility of each Vendor to comply with all federal, state and local tax ordinances. Vendor represents that it has or will have as of October 5, 2019 all necessary and required licenses, permits, and/or certifications from all applicable government agencies. Vendor has sole responsibility associated with its sales at Oktoberfest. **Vendor understands and agrees to be current with all past payments and agrees to pay mandated local tax to the Town of Vienna of 3% of food and beverage sales.** This percentage is subject to change and VBA assumes no liability for such changes. More information can be found in the online at the VBA registration page or about the filing of this tax can be found at: <http://www.viennava.gov/index.aspx?nid=257>

20. Insurance Requirements: Vendor must assume responsibility for, and agree to indemnify and hold VBA, The Town of Vienna and their respective officers, owners, employees and agents harmless from liability or expense, including governmental charges or fines and attorney's fees, in connection with any and all claims, demands and causes of action, created by, arising out of or resulting from (i) Vendor installation, removal and maintenance of space and supplies; (ii) any goods, products, samples or souvenirs; (iii) Vendor activities at the Oktoberfest 2019 and occupancy or use of the festival grounds or any part thereof.

By executing the Food Booth Vendor Agreement and this document, Vendor warrants that it has and shall maintain in full force and effect through October 6, 2019 comprehensive general liability insurance, with coverage including personal injury, broad form property damage, contractual liability, operations hazard, and products liability, in limits of not less than \$1,000,000 which insurance specifically covers all Vendor activities on or off site of the festival grounds and related to Oktoberfest 2019.

Our event insurance also requires that vendors have liability insurance. **Vendor shall deliver two (2) separate certificates of insurance to VBA; one naming VBA and one naming the Town of Vienna to complete their application.** This is a standard form that everyone in the industry uses. It is a simple procedure to get and your insurance company should not charge anything or if they do, it should be a nominal fee to process your request. If you do not have business insurance, your homeowners/renter policy should cover this. The portion that would cover it is the part that states you are covered 'within and without'. Some agents do not know about this. Ask to speak to their regional manager. This should only have a nominal fee associated with it, if any fee at all.



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If you have business insurance, call your agent and request a COI (Certificate of Insurance). One certificate should name Town of Vienna as a certificate holder and the other naming VBA as a certificate holder. Addresses to use:

Vienna Business Association
243 Church St NW, Suite 100E
Vienna, Virginia, 22180

Town of Vienna
127 Center Street, South,
Vienna, Virginia, 22180-5719

The certificates of insurance are due no later than Friday, September 27, 2019. If vendor is not able to deliver the certificates of insurance before September 28th, vendor shall not be able to participate in Oktoberfest 2019.

21. Security: Security will be present during the operating hours of the Oktoberfest 2019 event. However, VBA and the Town of Vienna are NOT responsible for items lost, stolen or damaged.

To make your reservation to participate in the VBA Oktoberfest, please complete the online food vendor application, full payment, contract and applicable paperwork by **Tuesday, September 10, 2019.**

The following is a checklist of items that must be received in order to process your participation request.

Checklist for Food Vendors

- Food Vendor Registration and payment (received by deadline or within 30 days of registration), acknowledging food vendor agreement (**Online Form at www.viennabusiness.org/**)
- Food Vendor Booth Description Form (**page 5 of 5**); email to food@viennaoktoberfest.org
- All booths must have a **canopy or tent that has a fire retardant meeting the flame propagation performance criteria of NFPA 701** cover over the top of the booth space. See **Section 4** of the Food Vendor Agreement
- Any food Vendor **utilizing a grill must have a fully charged, Fairfax County approved, K class fire extinguisher available** within the designated booth (**see Section 17**)
- Fairfax County Department of Health Temporary Food Permit — **Section 18**
- If you are using propane, you must let the VBA know by **Tuesday, September 10, 2019.**
- If you are going to use a generator, you must let the VBA know and understand it must reside within your booth space (or coordinated with VBA chair).**
- Two Certificates of Insurance; **see Section 20 of Food Vendor Agreement**



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IF HAVING DIFFICULTY REGISTERING ONLINE, EMAIL This form to food@viennaoktoberfest.org

Food Vendor Booth Description Form

Name of Vendor _____

Contact Person _____

Contact Phone _____

Contact E-Mail _____

Description of layout (with maximum size dimensions): _____

Yes, I will be using propane. Indicate number of tanks: _____

Yes, I will be using a generator and understand it must reside within my booth space *(or coordinated with VBA chair)*.

Yes, I wish to be considered as a Food Vendor Inside Beer Garden with Oktoberfest Theme. Describe:

- All booths must display their own menu, price boards and signage.
- **No sales of alcoholic beverages or bratwurst are permitted (as they are exclusive to VBA).** Other food and beverages sales are permitted and must be listed below.
- Your booth set-up must comply with health department and fire marshal safety guidelines.
- If a Vendor needs to rent a booth set-up, coordinate tent rentals with Brooke Rental on a first come, first served basis: 321 Mill St NE Vienna, VA 22180 (703) 938-4807 JCB@brookerental.com

Menu Selections:

1. _____ Price \$ _____

2. _____ Price \$ _____

3. _____ Price \$ _____

4. _____ Price \$ _____

5. _____ Price \$ _____

6. _____ Price \$ _____

By submitting this form, online vendor registration form and payment you are acknowledging you have read and will abide by the food vendor agreement. All must be received in order for your application to be a complete agreement by September 10, 2019. We must also receive the insurance forms and the health department forms prior to September 27, 2019. We will make every effort to make sure the offerings of food vendors are varied. However, exclusivity of food items is not guaranteed.

Special Requests for consideration: _____