



★ ★ Tacoma Freedom Fair & Air Show ★ ★

2010 - 4th of July Food & Beverage Vendor Application

To apply: Complete this form and make corrections to pre-printed data. Fill in where blank. Keep a copy and return the original with a payment for the full amount due. Include a **photo** of your booth and a **complete menu** of everything you wish to sell. Attach a **dimensioned diagram** showing the front, back, serving sides, doors, tongues on trailers, storage areas, the location of power and water connections, and location of cooking or heated surfaces, sinks, prep areas, etc.

Vendor #: _____ Assigned Arrival Time _____
 How much time do you need to set up? _____

PROVIDE & CORRECT YOUR CONTACT INFORMATION BELOW

 ----- ← PRIMARY BUSINESS #
 ----- ← SECOND PHONE #
 ----- ← CELL PHONE #
 ----- ← CONTACT NAME
 ----- ← BUSINESS NAME
 ----- ← ADDRESS
 ----- ← CITY/STATE/ZIP+4
 ----- ← WEBSITE
 ----- ← EMAIL

CHECK THE BOX FOR YOUR VENDOR CATEGORY (IN BOLD BELOW) AND PROVIDE ADDITIONAL DETAILS. CHECK ALL THAT APPLY.

- Food/Beverage Vendor** – Indicate everything you wish to sell and attach a full menu that includes prices.
- | | | | | | |
|--|--------------------------------------|--|-------------------------------------|--|---|
| <input type="checkbox"/> Beverages | <input type="checkbox"/> Ice Cream | <input type="checkbox"/> Elephant Ears | <input type="checkbox"/> Chinese | <input type="checkbox"/> Deli Sandwiches | <input type="checkbox"/> Curly Fries |
| <input type="checkbox"/> Teriyaki | <input type="checkbox"/> Japanese | <input type="checkbox"/> Vietnamese | <input type="checkbox"/> Thai | <input type="checkbox"/> Greek/Mediterranean | <input type="checkbox"/> Gyros |
| <input type="checkbox"/> BBQ Beef/Pork | <input type="checkbox"/> BBQ Chicken | <input type="checkbox"/> East European | <input type="checkbox"/> Mexican | <input type="checkbox"/> Specialty Vegetables | <input type="checkbox"/> Italian |
| <input type="checkbox"/> Corn on the cob | <input type="checkbox"/> Kettle Corn | <input type="checkbox"/> Lemonade | <input type="checkbox"/> Corn Dogs | <input type="checkbox"/> Hot Dogs/Sausages | <input type="checkbox"/> Candy |
| <input type="checkbox"/> Espresso | <input type="checkbox"/> Shaved Ice | <input type="checkbox"/> German | <input type="checkbox"/> Hamburgers | <input type="checkbox"/> Specialty treats (list) | <input type="checkbox"/> Other (specify): |

Do you use a BBQ grill? _____. If propane is used please list tank sizes _____ Number of tanks used: _____

Vend from: Tent, Trailer, Van, Truck, Cart, Car, Cycle, other. Do you need access to fresh water? ____

PLEASE PROVIDE THIS IMPORTANT PARKING AND ELECTRICAL INFORMATION

Do you really need electricity to operate? No, Yes (Extra charges apply) *Bring battery powered lighting for work after dark 10PM*

When running at the same time all my equipment draws a maximum of ____ Amps & _____ Watts - using 110v / 220v
 (If a power need is indicated above you'll be sent a separate electrical order form to return with the required service fee.)

I'm interested using my built-in or freestanding power generator. I will comply with all Tacoma Fire regulations.

Other than a mobile concession unit that must fit within your booth space, will an extra parking space needed nearby for parking a supply trailer or some other large vehicle that won't/can't fit in your parking stall? No - Yes (Please explain)

_____ (Don't forget to attach a detailed diagram of your booth layout including storage, grills, and support equipment.)

ALL VENDORS RECEIVE ONE FREE **PARKING PASS**. INDICATE **HOW MANY EXTRA** YOU NEED AND **ADD \$25 FOR EACH** → _____
 ALL FOOD VENDORS MUST PAY A **\$100 CLEANING DEPOSIT** PRIOR TO THE EVENT. IT IS **REFUNDABLE** IF YOUR SPACE IS LEFT **CLEAN**

INDICATE THE SIZE OF BOOTH SPACE REQUESTED

- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> 10'x10' @ \$500 ea. <u>Not</u> available in section D (The main food court) | <input type="checkbox"/> 20'x10' @ \$650 ea. For sections E, J & H only and 10' deep booths only | <input type="checkbox"/> 20'x20' @ \$850 Not available in "E" (Dickman Mill Park) | <input type="checkbox"/> 30'x20' @ \$1,250 30' front in section D in a preferred place | <input type="checkbox"/> 40'x20' @ \$1,500 40' front in section D in a preferred place |
|--|--|---|--|--|

Complete this application and immediately return it with the full amount due. Add 20% after April 1.

Read and sign the reverse side of this application and return it with a check in the full amount due. Booth Fee _____
 Payable to: **TACOMA FREEDOM FAIR** • 708 Broadway Suite 106 • Tacoma WA 98402-3778 Parking Pass _____
 Cleaning Dep. _____

Your payment will be returned if you are not accepted. Enter the amount sent with this application. →
 Applications not signed on the back will be rejected. Have you read both pages of this application? Yes

Freedom Fair Food Vendor Agreement

This agreement is entered into this day, by and between the Tacoma Events Commission, a Washington non-profit corporation, hereinafter referred to as the "COMMISSION" and the vendor listed on the opposite page, hereinafter referred to as the "VENDOR".

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

1. **INDEPENDENT CONTRACTOR** status. The VENDOR is considered to be an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the Tacoma Events Commission, Freedom Fair, the City of Tacoma, Impression Productions, or the Metro Parks Tacoma, nor shall they be eligible for any employee benefits from those listed above.

The VENDOR represents and warrants that any and all federal, state, and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the VENDOR. As per ordinance #24760, the fee for art, craft, food, and information booths includes city of Tacoma vendor licenses and vendors are not obligated to pay any additional B & O tax to the City of Tacoma for goods sold at the Tacoma Freedom Fair. If the COMMISSION is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the COMMISSION and the other parties named above from those costs including attorney fees.

2. **SCOPE OF WORK.** VENDOR agrees to perform services under this Agreement primarily by serving as a food and/or beverage vendor at the Tacoma Freedom Fair in the parks and street right of way along the Ruston Way waterfront between the hours of 10:00AM and 10:00PM on July 4th. VENDOR will fully comply with the Special Event Requirements of the Tacoma Fire Department. VENDOR agrees to provide a \$100 cleaning deposit to the Commission prior to the event. The amount will be refunded if the VENDOR keeps the space clean and leaves the concession area free of litter, trash, food scraps & cooking waste.

The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electrical Code. The VENDOR further agrees they will not use any non-grounded two-wire extension cords or any non-grounded equipment.

The VENDOR understands the serving food and beverage products requires obtaining a Temporary Food Services Establishment Permit from the Tacoma Pierce County Health Department and paying all health permit and inspection fees at least **three** weeks prior to the event date. The TPCHD will only accept cash, master/visa cards or cashier checks. (NO PERSONAL CHECKS) For food handlers permits call (253) 798-6475. Arrange for booth inspection and permit at (253) 798-6463 or visit www.tpchd.org.

VENDOR agrees to obtain necessary health permits and provide proof of insurance before June 1 or risk loss of vending rights.

3. The VENDOR must provide this completed agreement and pay the full booth fee to the COMMISSION before the due date of March 15. The fee will be fully refunded if the application is not accepted. Accepted checks will be deposited; once checks clear the bank a notice of acceptance will be mailed. Canceled checks and/or letters will serve as a receipt. Applications received after April 1 will be late and will be subject to a **20% late fee** to be considered. The Vendor understands that no refunds will be granted after May 1 if canceled and the space can't be resold. The VENDOR agrees to file a report of sales with COMMISSION immediately following the end of the festival. (**A 15% of sales fee will be due after the event from all food vendors.**) Special requests for spaces are handled according to the date the application is received with payment and a written request.
4. **INDEMNIFICATION.** VENDOR indemnifies and holds harmless the COMMISSION, its sponsors, the City of Tacoma, Metro Parks Tacoma, their officials, representatives, officers, agents, and employees from, and shall process and defend at it's sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, lien, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the VENDOR, it's employees, agents, representatives or volunteers relative to any activity and/or omissions by VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, VENDOR shall pay any judgment or lien arising there from, including any and all costs as part thereof. **FOOD VENDORS must supply proof of insurance** with a minimum of \$1,000,000 of liability coverage naming the **Tacoma Events Commission, Metro Parks Tacoma, and the City of Tacoma** as an **additional insured** and send it to 708 Broadway, Suite 106, Tacoma, WA 98402-3778.
5. **ENFORCEMENT.** If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement it becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended an/or incurred by the non-defaulting party.
6. **ENTIRE AGREEMENT.** This constitutes the complete and final agreement of the parties, it replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only in writing and signed by both parties, both acknowledge receipt of an executed copy of the agreement. Complete both sides. Sign and return this agreement with your booth fee, a photograph of your booth, list merchandise or your menu and prices.

My signature below certifies that I have read, understand and agree to comply with the terms of this Agreement.

Signature of vendor

(Clearly print) - Name of Vendor & Business Name

Date signed

Return to: Gary Grape, Concessions Manager • Tacoma Events Commission • 708 Broadway Suite 106 • Tacoma, WA 98402-3778
Concessions Cell Phone (253) 230-6851 • Office Line (253) 326-4444 • Email: Gary@FreedomFair.com Website: FreedomFair.com