

# ★★ 2012 Tacoma Freedom Fair & Air Show ★★

## 4<sup>th</sup> of July Food & Beverage Vendor Application

NOTE: This application does **not** guarantee spaces at the Freedom Fair. All information must be completed, or application will not be accepted. 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, location of cooking/heated surfaces, sinks, prep area. **EXCLUSIVITY IS NOT GUARANTEED.**

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  
 ----- ← EMAIL ADDRESS  
 ----- ← WA UBI # OR SS # **REQUIRED**

CHECK THE BOXES FOR ALL MENU ITEMS YOU WISH TO SELL AND PROVIDE ADDITIONAL DETAILS FOR ITEMS NOT LISTED

**Food & Beverage Vendors** – Please indicate everything you wish to sell. Attach a full menu and include prices.

- |  |                                      |  |                                     |  |   |
|--|--------------------------------------|--|-------------------------------------|--|---|
| <input type="checkbox"/> Beverages       | <input type="checkbox"/> Ice Cream   | <input type="checkbox"/> Elephant Ears | <input type="checkbox"/> Chinese    | <input type="checkbox"/> Philly/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"/> Coffee/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 \_\_\_\_\_. List 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 need event supplied power to operate?  No,  Yes (Extra charges apply) *Bring battery powered lights to work after dark.*

When running at the same time all my equipment draws a maximum of \_\_\_\_ Amps & \_\_\_\_ Watts, We use  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 would like the option to use my  built-in or  freestanding 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 a 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 & WASTE REMOVAL FEE PRIOR TO THE EVENT.

**INDICATE THE SIZE AND LOCATION OF THE BOOTH SPACE REQUESTED**

- |   |  |   |   |   |
|---|--|---|---|---|
| <input type="checkbox"/> 10'x10' @ \$500 ea.                      | <input type="checkbox"/> 20'x10' @ \$650 ea.           | <input type="checkbox"/> 20'x20' @ \$850      | <input type="checkbox"/> 30'x20' @ \$1,100          | <input type="checkbox"/> 40'x20' @ \$1,400        |
| <b>NOT</b> available in section D,<br>the Silver Cloud food court | For sections E, J & H only<br>and 10' deep booths only | Silver Cloud - section<br>"D" Main Food Court | 30' frontage in section<br>"D" in a preferred place | 40' frontage in section<br>"D" in preferred place |

**Return this application + full booth fee before February 1 to take a 10% discount. Add 20% after April 15**

Read and sign the reverse side of this application and return it with a check in the full amount due. **Booth Fee Due:** \_\_\_\_\_  
 Payable to: **FREEDOM FAIR** • 4109-E7 Bridgeport Way W • University Place WA 98466 Extra Parking + \_\_\_\_\_  
 Cleaning & disposal fee **+\$100**

**Your payment will be returned if you are not accepted. Enter the amount sent with this application. → =**   
 Illegible, incomplete, underfunded, and unsigned applications will be rejected. Have you read this?  Yes  
 Vendors seeking separate locations or extra space to vend under a different name must apply separately.

# Tacoma Freedom Fair Food & Beverage 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 "TEC" 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, 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 TEC is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the TEC 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 Dept. The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electrical Code. The VENDOR further agrees to use only heavy gage grounded three-wire extension cords and not use 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](http://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. **PAYMENTS:** The VENDOR must provide this completed agreement and pay the appropriate booth fee to the TEC before the due date of April 15. A 10% discount is offered when completed applications and payments are received by Feb. 1. Payments are refunded if application is not accepted. Once a check clears the bank a notice of acceptance will be mailed. Canceled check and acceptance letters serve as a receipt. Applications received after April 15 will be considered on a case by case basis and are subject to a **20% late fee**. VENDOR agrees to add a \$100 cleaning & waste disposal fee. The amount may be refunded if the VENDOR properly disposes of all trash & recycling, leaves their space undamaged, and free of trash, grease, and cooking waste. Special requests for spaces are prioritized according to the date the applications are received with a payment and a written request. The Vendor understands that cancelation refunds will not be granted after May 5. The VENDOR agrees to file a report of sales with TEC immediately following the event and pay a **percent of gross sales** fee equal to **15% of all food and beverage sales**.

4. **INDEMNIFICATION:** VENDOR indemnifies and holds harmless the TEC, its sponsors, the City of Tacoma, Metro Parks Tacoma, their officials, representatives, officers, agents, and employees, 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, liens, 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 the 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. By June 1 the VENDOR must supply **proof of insurance** with a minimum of \$1,000,000 of liability coverage naming the **Tacoma Events Commission, Metro Parks Tacoma, & City of Tacoma** as an additional insured, to the **TEC, 4109-E7 Bridgeport Way W, University Place WA 98466**.

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:** VENDOR agrees to abide by the rules and the directions of the event staff. Space assignments are subject to change. Exclusivity was not implied or granted. 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 photo of your booth, list merchandise or your menu and prices.

My signature below certifies I have read, understand, and agree to comply with the terms of this Agreement. (Keep a copy.)

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(Required) Signature of vendor/owner      (Clearly print) – The name of the Vendor/Owner & the Business Name      Date