

# KENMORE FIREWORKS SHOW 2016

## VENDOR APPLICATION FORM



**Staff Contact:** Leslie Harris at lharris@kenmorewa.gov or 425-398-8900

**Application must be received by: March 18<sup>th</sup>, 2016 by 5:00 p.m.**

**Application must include:** Application Form, Business License or Non-profit status verification, Certificate of Insurance, and food vendors must submit a copy of their health department permit.

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

### Vendor Categories and Fees:

The City is seeking self contained food vending vehicles to apply for vending at the City's Fireworks Show held on July 4<sup>th</sup> at Log Boom Park. In the case of a rainout, vendors will not be reimbursed. All vendors are required to provide their own canopy, tables, chairs, and any other needed equipment. Electrical service is not available. *No sales or marketing is permitted on-site without a booth. **Vendor fees are not paid until vendor is accepted.** Vendors will be notified of acceptance by March 31<sup>st</sup>. Vendor fees must be paid by April 8<sup>th</sup>.*

VENDOR CATEGORIES:	FEE:	VENDOR FEE INCLUDES:
Food Vendor	\$30	Self contained food vending vehicles
Non-profit Booth	\$10	10'x10' booth space

### Food Vendor & Non-Profit Booths:

**Vendors and booth applications must be submitted no later than March 18<sup>th</sup>.** By submitting an application, you are not guaranteed a space. Vendors will be notified of acceptance by **Friday, March 31<sup>st</sup>**. Please provide a detailed summary of the items you plan on selling at your booth or education/information service you plan on conducting (attach sheet if needed):

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### References

#### Event Information:

The Kenmore Fireworks Show is held on July 4<sup>th</sup> from 8 p.m. to 11pm. Fireworks show fires at approximately 10pm. Vendors must set-up between 6:30 p.m. and 7:45 p.m. Vendors may not leave or begin to break down their booths before conclusion of the event. Vehicles for load out will not be allowed in until event crowd has dispersed site and police re-open access roads. All vendors must break down their booths and remove vehicles from park by 11:45 p.m.

**No vendor will be allowed entry into site after 7:30pm and will not be refunded their vendor fee.**

**Agreement:**

**Licensing and Permits**

Vendor, at their own expense, shall obtain all necessary licenses and permits for the vendor operations discussed herein from appropriate local, regional, state and federal agencies. Vendor shall comply with all federal, state, and local regulations, including but not limited to regulations and standards promulgated by the Seattle-King County Department of Public Health. It is the responsibility of each food vendor to submit a temporary food-service application form to the Seattle-King County Department of Public Health a minimum of 21 days prior to the event. Vendor must obtain and present a current copy of a valid business license with submission of this Application.

**Insurance, Indemnity & Hold Harmless**

Food vendors shall obtain and maintain for the duration of this Agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. The insurance policy shall be written on an occurrence basis. The City of Kenmore shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

Vendor agrees to indemnify, defend and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of Vendor's negligent or intentional acts, errors, or omissions in the performance of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015. These indemnity provisions are specifically and expressly intended to constitute a waiver of Vendor's immunity under Washington Industrial Insurance Act, Title 51, only to the extent necessary to provide the City with a full and complete indemnity of claims made by Vendor's employee's. The provisions of this section shall survive the expiration or termination this Agreement.

**Independent Contractor**

It is understood and agreed that this Vendor Application is not a contract of employment and that Vendor is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between Vendor and the City. Any assistants or other help used by Vendor are and shall be deemed the employees of Vendor and in no manner employees of the City. Vendor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

**Discrimination Prohibited**

Vendor shall not discriminate against any employee, applicant for employment, or any person seeking the services of Vendor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental or physical disability.

\_\_\_\_\_ Authorized to sign for \_\_\_\_\_  
Name Business/Organization Date

**Send application to:  
City of Kenmore  
Attn: Fireworks Show  
PO Box 82607  
Kenmore, WA 98028  
or fax 425.481.3236**

**OFFICE USE ONLY**

- Fee Paid (upon acceptance)       Food Permit       Insurance       Business License

