

KENMORE CHRISTMAS TREE LIGHTING FESTIVAL 2016

VENDOR APPLICATION FORM



Staff Contact: Sarah Sandquist at ssandquist@kenmorewa.gov or 425-398-8900.

Application and Fee must be received by: October 31, 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 flat fee guarantees vendors a 10'x10' booth space. 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 **October 14**. Vendor fees must be paid by **October 31**.*

VENDOR CATEGORIES:

FEE:

VENDOR FEE INCLUDES:

Food Vendor

\$30

Self-contained food vending vehicles

Market Vendor

\$30

10'x10' booth space (vendor provides own tent/table/chairs)

Business Type:

- Hand Made
- Antique
- Collectable
- Entertainment
- Commercial
- Home Based Business
- Other

Food Vendor & Craft Booths:

Please provide a detailed summary of the items you plan on selling at your booth:

References

Event Information:

The Kenmore Christmas Tree Lighting Festival is held Saturday, December 3, 2016, 4 p.m. – 8 p.m. Vendors must set-up between 2:30 p.m. and 3:30 p.m. Vendors may not leave or begin to break down their booths before conclusion of the event. Vendors must break down their booths by 8:45 p.m. **Any vendor arriving after 4:00pm will not be allowed entry into event site 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

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: Tree Lighting Festival
PO Box 82607
Kenmore, WA 98028
or fax 425.481.3236**

OFFICE USE ONLY

Fee Paid Food Permit Insurance Business License