

# KENMORE TREE LIGHTING FESTIVAL & HOLIDAY MARKET 2017

## Vendor Application Form



Staff Contact: Shelby Krogh at [skrogh@kenmorewa.gov](mailto:skrogh@kenmorewa.gov) or 425-398-8900.

**Applications due by Friday, October 13, 2017 at 5:00 p.m.**

**Application must include the following:** Application Form, Business License, Certificate of Insurance, and copy of Health Department Permit (if selling food).

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 cancellation, vendors will not be reimbursed. All vendors are required to provide their own tables, chairs, and any other needed equipment. Electrical service is not available. By submitting an application, you are not guaranteed a space. There is a very limited number of spaces available. Vendor Fees are not paid until vendor is accepted. Vendors will be notified of acceptance by October 20. Vendor fees must be paid by December 1. *No sales or marketing is permitted on-site without a booth.*

### 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/etc.)

### 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:

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### Event Information:

The Kenmore Tree Lighting Festival & Holiday Market is held Saturday, December 2, 2017, 4:00 p.m. - 7:00 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 7:45 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**

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|-----------------------------------|--------------------------------------|------------------------------------|---|
| <b>OFFICE USE ONLY</b>            |                                      |                                    |   |
| <input type="checkbox"/> Fee Paid | <input type="checkbox"/> Food Permit | <input type="checkbox"/> Insurance | <input type="checkbox"/> Business License |