



FESTIVAL IN THE PARK

Saturday August 16, 2008

9:00 AM - 6:00 PM

VENDOR RULES and REGULATIONS / INFORMATION

Important Changes - please read thoroughly!

The following are the Rules and Regulations that must be followed by all vendors/participants. These Rules and Regulations are considered a part of the vendor's contract. Read these pages thoroughly to assure a clear understanding prior to application.

The Festival reserves the right to:

- Refuse applications in order to keep the festival offerings balanced and appealing.
- Refuse space to market products deemed objectionable.
- Determine eligibility of all vendor items whether for sale, demonstration, or giveaway.

We will make every effort to separate vendors with like merchandise. Clear description and photos of your merchandise will aid in this process.

After May 15, 2008 Application fees will not be returned if there is a cancelation due to war, acts of God, civil disobedience, acts of terrorism or governmental requirements for closure due to health pandemic or other civil emergencies.

APPLICATION DEADLINES: all application dates are based on postmark.

- Early Application Discount deadline is APRIL 25, 2008
- Food Vendor Deadline July 10, 2008
- Vendor and Time Share Deadline: July 17, 2008

A 10.00 late fee will be applied to all applications postmarked and received after the above deadline dates

SELECTION CRITERIA: *Festival in the Park* is sponsored by the Orting Chamber of Commerce; it is managed by Orting Chamber of Commerce and Traditional Moments Event Planning. All festival decisions including but not limited to: participation, policies, and management; will be made by the Orting Chamber of Commerce and Traditional Moments. Applicants will be screened in order according to their post-marked date. Past participation does not guarantee acceptance.

CANCELLATION OR WITHDRAWAL: If you submit in writing, your wish to cancel or withdraw from the festival after July 17, 2008 no refund will be made, booth space will be forfeited, and said space will be reassigned. No portion of your application fees will be returned if cancellation or withdrawal is made after July 17, 2008.

BOOTH FEE: Your booth fee MUST accompany your application. See applicable Vendor Application for specific fees. Spaces are assigned on a first come first serve basis and according to postmark. Notifications will be sent within one week of your received application. If your check is returned for insufficient funds, you will be required to make full payment plus a \$20.00 fee within 10 business days or risk losing your booth space.

BOOTH SPACES: All booth spaces are 10' X 10'. Shelters/canopies with weights/stakes and tie-downs, tables, table coverings, chairs, equipment, and signage are the responsibility of the vendor. Table, chairs, and booth canopies are available for rental. Rental information is available by contacting the Festival Event Coordinator. Time Share vendors DO NOT need to supply a canopy. Booth spaces will be numbered and marked on the ground. Some of the vendor areas at the Festival in the Park are located on uneven ground. Vendors should be prepared to adjust tables or displays accordingly. Please secure your canopy or structure to the ground. Vendors must keep all

items and signage within the space allotted. No merchandise, displays, signage, or other items outside or in front your booths allotted space is allowed. The Festival reserves the right to close any booth not adhering to these regulations.

VENDOR (NON-FOOD) BOOTH REQUIREMENTS:

- Covered spaces not provided you must supply your own cover, stakes, and tie-downs
- Vendors are responsible for all equipment they require
- No electricity provided / no unauthorized generators allowed
- Entire display MUST be inside the assigned area
- Vendor must obtain all necessary permits and/or licenses in accordance with Washington State, Pierce County and City of Orting regulations. Exception to this requirement is City of Orting Temporary Business License, this will be provided by the Festival
- No food or drinks may be sold by vendor
- You must provide a fire extinguisher for your booth(s)
- Only one vendor per booth unless in Time Shared Booth
- All merchandise must be consistent with application information and photos
- No tear down before end of festival

TIME SHARE BOOTH REQUIREMENTS:

- Vendor (Non-Food) Booth Requirements apply as well as the following;
- Booth space is a 10' X 10' covered area
- One table and two chairs will be supplied by the Festival
- No selling of tangible products is allowed, you may market services only
- Time Shares are: 9 AM – Noon; Noon – 2 PM; 2 PM – 4 PM; and 4 PM – 6 PM

FOOD VENDOR BOOTH REQUIREMENTS:

- Vendor must obtain all necessary permits and/or licenses in accordance with Washington State, Pierce County and City of Orting regulations. Exception to this requirement is City of Orting Temporary Business License, this will be provided by the Festival
- All Food Vendors must obtain their own Pierce County Health Permits
- All Health Permits and food handler permits must be displayed in booth
- Vendor must supply their own outdoor extension cord
- Extension cord must be secured and/or covered to prevent hazards and tripping
- Food Vendors must carry Certificate of Insurance with limits of no less than \$1,000,000 (one million dollars) In addition, it must name; Orting Chamber of Commerce, Traditional Moments, City of Orting, it's directors,

agents, officials, officers, employees and Festival sponsors as additional insured in regards to the Orting Festival in the Park

- Certificate of Insurance MUST be mailed with your application and fees
- Copy of Pierce County Health Permits must be mailed with your application (if in process, please state so)
- You must provide a fire extinguisher in your booth(s)
- All food must be consistent with application information, menu and photos
- No menu items may be served in glass
- Vendor will submit a complete menu/price list with their application
- We encourage the use of recyclable products whenever possible

HEALTH PERMITS: An application may be obtained from Tacoma-Pierce County Health Department, 3629 South D Street, Tacoma, WA 98418-6813 or by calling 253 798-6460, Monday through Friday, 8:00 a.m. to 4:30 p.m. or you may download the application at www.tpchd.org/page.php?id=78 . Food Vendors of any kind must have a Pierce County Food Handlers Permit on display in your booth, also on display must be a current Pierce County Temporary Food Service Permit (allow 3 weeks for processing these permits).

ELECTRICITY: Electricity is not available to non-food vendors with the exception of entertainment and specific activities. All vendors using electricity MUST submit as \$5.00 fee for EACH outlet required. All vendors requiring electricity MUST supply their own outdoor quality extension cord. All vendors using electricity and/or extension cords are responsible for safely securing or covering all cords to prevent hazards and/or tripping danger. No unauthorized generators allowed.

HOURS OF OPERATION: Festival hours are 9:00 AM – 6:00 PM, Saturday August 16, 2008. All vendors must be open during this time and all booths must be manned. If there is a Street Dance, hours will be extended to 9:00 PM, food vendors may stay open during the Street Dance. Set-up will begin at 7:00 AM, Saturday August 16, 2008. (See: Set-up & Take Down)

REVENUE REPORTING: We DO NOT collect a commission on vendor sales. Vendors are required to report their total gross sales to the Festival in the Park no later than September 18, 2008. This information will be used to evaluate and gauge the festival participation. This information will not be reported to or shared with any other entities or organizations.

SALES TAX & WASHINGTON STATE UBI: The festival purchases a temporary business license from the City of Orting for each vendor. Each vendor is responsible for collecting, reporting and paying all Washington State sales tax as governed and required by Washington State Sales Tax Code. Washington State requires a Uniform Business Identifier (UBI). To obtain a UBI contact WA State Dept. of Revenue 1-800-647-7706 or www.dor.wa.gov. Non-Profit vendors must supply their ID number.

SPONSOR SUPPORT: Sponsor's exclusivity rights must be honored by all vendors and we will make vendors aware of any contracts/merchandise to be honored during the Festival in the Park.

SECURITY Booth structures and contents, including inventory, are the sole responsibility of the vendor. The Festival, Orting Chamber of Commerce, Traditional Moments, its agents and representatives, and the City of Orting do not assume responsibility for injury to persons, loss, or damage to any property of the vendor, including theft, accidents, or acts of God.

RESTRICTIONS:

- No alcohol allowed outside of designated area
- No loud music, televisions or 'hawking' are allowed within vicinity of your booth
- Only items/services/activities reflected on your application will be sold/allowed at the Festival in the Park
- No signage besides that in booth is allowed
- No off site (away from booth) selling, advertizing, displaying or sandwich boards allowed in Festival
- No more than one (1) vendor per booth unless using a Time Share Booth
- Dismantling or removal of booth items prior to 6:00 PM on Saturday will not be allowed

SET-UP & TAKE DOWN: Please do not leave vehicles unattended and have your Vendors Pass visible. Set-up will begin at 7:00 AM. All vehicles MUST be removed from Festival area and parked in designated vendor area before 8:00 AM. Festival hours are from 9:00 AM to 6:00 PM and all booths must be open and occupied by vendor. Early closing of your booth may disqualify you for next year's festival. After closing, no vehicles will be allowed access until the Orting Police Department declares that it is safe to open the streets. All booths must be removed from the Festival grounds by 10:00 PM. If booth area is not left clean at end of festival, vendor will pay a \$50.00 clean up penalty.

REMOVAL CLAUSE: Should any vendor at any time behave in a manner, which is hazardous, or offensive to the public or other vendors, that vendor may be asked to vacate the premises and remove said vendor's property. Upon failure to vacate, the Festival in the Park is authorized to remove all property of said vendor at the vendor's expense. The Festival in the Park is relieved of any and all loss occasioned by such removal and shall not be responsible for storage or safekeeping of property so removed.

VENDOR CONDUCT AND RESPONSIBILITY: All vendors must conduct themselves in a personable and professional manner. Vendors are expected to treat the park and Festival grounds in such a manner as to protect them from being damaged or defaced. Your space is to be left neat and clean.

PARKING: There is no reserved parking for vendors. We will provide vendors with a vehicle pass upon acceptance of application. We will supply a limited amount of vendor parking. This space will be available on a first come first serve basis. No vendor vehicles may be parked on any street or parking area adjacent to or surrounding the Festival grounds. These parking areas will be for your customers only. No delivery or van trucks will be allowed in vendor area. Your vehicle parking pass must be displayed in front window of your vehicle. Vendors will be limited to two passes per booth.

ACCOMODATIONS: All vendors must be prepared to assist and serve any disabled customers.

OTHER: Orting Chamber of Commerce, Traditional Moments, and Festival in the Park retains the right to refuse space to products deemed objectionable. Objectionable items include but are not limited to pornography, weapons, potato guns, silly string, stink, or smoke bombs. All decisions of the Orting Chamber of Commerce, Traditional Moments, and Festival in the Park are final and binding. All matters and questions not covered by the Vendor Rules and Regulations and Application are subject to decision of the Orting Chamber of Commerce, Traditional Moments, and Festival in the Park.

APPLICATION PROCESS: All Applicants must provide

- Completed and signed Application
- Signed Vendor Rules and Regulations
- List and photos of merchandise. Menu & prices if food vendor
- Drawing and/or photos of booth and display
- Copy of literature to be handed out
- Certificate of Insurance as required
- Copy of all permits and licenses as required
- Full payment for booth space and electrical fee

Mail application to:

Orting's Festival in the Park
PO Box 1418
Orting, WA 98360-1418

The undersigned applicant (vendor), officers, employees and members shall, through signing of this Agreement by an authorized party, person or agent shall indemnify and hold the Orting Chamber of Commerce, Traditional Moments, City of Orting, Festival in the Park, property owners, and it's directors, agents, officials, officers, employees, volunteers, and Festival sponsors, harmless from any and all claims arising by reason of accident, injury or death caused by person or property of any kind arising out of, or in conjunction with or incident to, of whatever kind or nature, the Orting Chamber of Commerce, Traditional Moments, City of Orting, Festival in the Park.

Initial Here

Applicant (vendor) has read and understands the Application, and the Rules and Regulations and will abide by all Rules and Regulations pertaining to their Festival operations and throughout their association with Festival in the Park. Applicant (vendor) agrees to abide by the decision of Orting Chamber of Commerce, Traditional Moments, and

the City of Orting in all aspects of the Festival in the Park. The applicant (vendor) understands that any violation of the Application and Rules and Regulations will result in eviction from the Festival in the Park and forfeiture of all fees.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Business/Organization Name: _____

CONTACT INFORMATION: Debora Klingenberg, Traditional Moments 360-893-6856 Traditional_Moments@comcast.net

Orting Festival in the Park Po Box 1418 Orting, WA 98360-1418 www.ortingchamberofcommerce.com