

# The Annandale Fall Festival

## October 23, 2010 – 10:00am-5:00pm/Little River Shopping Center, Annandale FOOD VENDOR AGREEMENT for “The Taste of Annandale”

Concession spaces are available for a nominal charge of \$200 for Mobile Restaurants, or \$100 for a 10 x 10' space. There is also a mandatory \$70 fee for a temporary permit from the Fairfax County Health Dept. Vendor must provide all necessary tables, chairs, displays, signage, tent and/or generator and are required to obtain and/or hold all necessary health department permits. No electricity is available at this site. Space is assigned on a first come, first served basis. This is a rain or shine event; no refunds will be given in the case of inclement weather. Festival management will make final determination of space fees. If you are physically disabled, please let us know if any special accommodations are needed.

Please complete this 3 page application/agreement **and** the Health Department application and send to the Chamber office along with your payment as soon as possible. Space will be limited. Applications can not be accepted after October 1, 2010.

Company: \_\_\_\_\_

**PLEASE PRINT**

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Cell: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

**Required as all information will be emailed.**

\_\_\_\_\_ \$270 Mobile Restaurant (Truck)/Health Dept Permit

\_\_\_\_\_ \$170 – 10'x10' vendor space/Health Dept Permit

**Please describe your Menu item/s:**

### Space fee, vendor agreement, release of liability form, and health department money order and paperwork are due with application.

\_\_\_ My check or money order payable Annandale Chamber of Commerce is enclosed for vendor space.

\_\_\_ Please charge my credit card for vendor space: \_\_\_\_\_ Visa \_\_\_\_\_ MC \_\_\_\_\_ Amex

**Please Print:** Name on Card \_\_\_\_\_

3 Digit code on back of card: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I am a duly authorized representative of the aforementioned company and agree to follow all Event terms, guidelines, safety, security and health regulations, and all applicable local, state, and Federal laws and regulations. It is strongly recommended that vendor/exhibitors carry their own insurance policy to cover their participation in this event and to comply with any applicable insurance requirement of the Fairfax County Health Dept. The Annandale Chamber of Commerce (ACC) is not responsible for loss or damage to exhibitors or vendors or for their general liability. By applying to exhibit at the Fall Festival, all vendors/exhibitors and their personnel waive any claim against and agree to hold harmless the ACC, Beatty Management Company, Markham St. LP or Little River LP, their directors, administrators, officers, agents, employees, volunteers, other participants, any sponsor, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Fall Festival.

**Mail** this application, payment, release of liability and agreement on following pages to: The Annandale Chamber of Commerce, 7263 Maple Place, Suite 207, Annandale, VA 22003 or fax w/credit card info to 703-256-7233. **QUESTIONS?** Call Shell Youtz at 703-658-0928 or [sunsetgrilleannandale@yahoo.com](mailto:sunsetgrilleannandale@yahoo.com) or info@annandalechamber.com **SET UP TIME 8:00-9:00 am. Health Inspector will conduct inspection at 9 am.**

# Annandale Fall Festival

October 23, 2010 ~ 10:00 am-5:00 pm ~ Little River Shopping Center,  
Little River Turnpike, Annandale (where Safeway is located)  
**2010 FOOD VENDOR/EXHIBITOR Agreement**

**This agreement is legally binding. Please read it carefully and contact us if you have any questions.**

FOOD VENDOR/EXHIBITOR shall comply with all applicable safety, security and administrative regulations of The Annandale Chamber of Commerce (ACC) as well as provisions of the FOOD VENDOR/EXHIBITOR's Guidelines.

ACC reserves the right to remove any FOOD VENDOR/EXHIBITOR if ACC determines that the FOOD VENDOR/EXHIBITOR has not conformed to the rules and regulations of this contract or has misrepresented its product/service. In such instances where contract violations result in removal of FOOD VENDOR/EXHIBITOR, all fees shall be forfeited by the FOOD VENDOR/EXHIBITOR.

ACC reserves the right to exclude certain FOOD VENDOR/EXHIBITOR products or services and retain the right to assure reasonable pricing for items of sales.

Cancellation Policy: If this Agreement is cancelled by the FOOD VENDOR/EXHIBITOR, the following is the schedule for refund of deposit:

<u>Cancellation Date (On or Before)</u>	<u>Refund (% of Deposit)</u>
Within 2 weeks of contract signing	50%
After 2 weeks of Contract signing and before September 10, 2010	25%

Deposits cannot be refunded for cancellation requests received after September 10, 2010.

## **GENERAL EXHIBITOR TERMS AND CONDITIONS:**

FOOD VENDOR/EXHIBITOR will be responsible and liable for delivery, handling, assembly, and removal of all supplies, materials and fixtures. Exhibit materials/fixtures cannot be packed or removed until the close of the festival at 5:00 pm, October 23, 2010. FOOD VENDOR/EXHIBITOR will only be permitted to set-up their space between 8:00 and 10:00 am on October 23, 2010. Vendor automobiles must be removed from the festival grounds and parked in the Bowling Alley lot no later than 9:00 am or be subject to towing. Parking passes are available at check-in. Place on your dashboard so you are not towed. Health Inspector will begin his inspection at 9 am sharp. There is no electricity available at this site.

Amplified sound within exhibit space, open flames of any kind, including smoking, are prohibited in VENDOR/EXHIBITOR areas. ACC shall not be responsible, or liable, for loss or damage of any kind to VENDOR/EXHIBITOR property or goods. VENDOR/EXHIBITOR is responsible for satisfying any and all applicable local, state and federal tax, health and safety requirements, laws and regulations.

NO canopies are available for borrow or rent. VENDOR/EXHIBITORS will have to provide their own canopies.

Signage cannot extend beyond the boundaries of assigned exhibit space. No signage may be attached to or extended beyond tent supports. Tents are not available for rent. If you bring your own, you must have proper weights to hold down your tent in case of windy weather. Weights must be removed at the end of the festival day. This is a rain or shine event. No refunds will be granted due to weather conditions.

**INSURANCE:** FOOD VENDOR shall, at his own expense, procure and maintain during the entire performance period of this Agreement, General Liability insurance. Minimum policy limits of \$500,000 per person, \$1,000,000 per occurrence for injury or death, and \$100,000 property damage per occurrence are required and to comply with any applicable insurance requirement of the Fairfax County Health Dept. and the Commonwealth of Virginia. The ACC is not responsible for loss or damage to exhibitors or vendors or for their general liability. By applying to be a Food Vendor at the Fall Festival, all vendors and their personnel waive any claim against and agree to hold harmless the ACC, Beatty Management Company, Markham St. LP or Little River LP, their directors, administrators, officers, agents, employees, volunteers, other participants, any sponsor, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Fall Festival.

**COMPLIANCE WITH APPLICABLE LAWS:** FOOD VENDOR/EXHIBITOR understands its activities for the festival must comport with all applicable local, state and federal laws that ACC may receive from higher authorities and are therefore subject to modification by ACC upon notification to FOOD VENDOR/EXHIBITOR.

**CONFIDENTIALITY:** ACC agrees information about payment and in-kind support received from FOOD VENDOR/EXHIBITOR pursuant to this contract is confidential and its disclosure would cause harm to FOOD VENDOR/EXHIBITOR'S competitive position in the industry. Accordingly, ACC will treat the financial contents of this contract as confidential in the event of any request by a third party for its release.

**DISCLAIMER:** Neither this Agreement, nor the exchange of benefits described herein, constitutes an official endorsement by either the festival or ACC for the FOOD VENDOR/EXHIBITOR, its sponsors, products or services.

**ENTIRE AGREEMENT:** The Agreement contains the entire understanding between the parties hereto relating to the subject matter contained herein and supersedes any and all prior agreements, communications, or representations, whether oral or written. The Agreement may not be amended, altered modified or changed except in writing signed by both parties hereto.

FOOD VENDOR/EXHIBITOR \_\_\_\_\_ Date \_\_\_\_\_

ACC \_\_\_\_\_ Date \_\_\_\_\_

# The Annandale Fall Festival

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY, AND VENDOR PARTICIPATION CONSENT AGREEMENT (“AGREEMENT”)**

In consideration of participating as a vendor/exhibitor in the Annandale Fall Festival, I represent that I understand the nature of festival events and that I am qualified to participate in such an Activity. I fully accept and assume all risks associated with participating as a vendor/exhibitor, and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue the Annandale Chamber of Commerce, Beatty Management Company, Inc., Markham Street L.P., or Little River, L.P., their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releases” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the “Releases”, I will indemnify, save, and hold harmless each of the releases from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND VENDOR PARTICIPATION CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

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Printed Name of Vendor/Exhibitor

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Signature of Vendor/Exhibitor/Title  
(must be 18 years of age or older)

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Date



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## Application for Permit to Operate a Temporary Food Establishment

Please print or type the information requested below and return the completed application to the Health Department with the permit fee (see attached fee schedule). Application fee can be paid by cash, money order or credit card. Checks are not accepted for temporary events. Money orders made payable to County of Fairfax.

This application must be submitted at least 10 days prior to the date of the event.

1. **NAME OF EVENT:** \_\_\_\_\_

Location & Address of Event: \_\_\_\_\_

Date(s) of Event: Starts on \_\_\_\_\_ (MM/DD/YY) at \_\_\_\_\_ AM PM

Ends on \_\_\_\_\_ (MM/DD/YY) at \_\_\_\_\_ AM PM

2. **NAME OF COMPANY, RESTAURANT, ORGANIZATION, INDIVIDUAL, etc.:**

\_\_\_\_\_

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

Phone Numbers: Business: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Mobile: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

3. **TIME OF SET-UP OF YOUR FOOD OPERATION:** \_\_\_\_\_ AM PM

NOTE: This is the time you plan to be ready for the inspection by the Health Department. This time should be at least 1 hour prior to the start time of the event. No foods can be prepared and/or offered for sale or sample until the permit is approved and issued by the Health Department.

4. **NAME OF PERSON IN CHARGE OF FOOD OPERATION DURING THE EVENT:**

\_\_\_\_\_ on-site phone number: ( ) \_\_\_\_\_

### Fairfax County Health Department

Division of Environmental Health

Food Safety Section

10777 Main Street, Suite 111, Fairfax, VA 22030

Phone: 703-246-2444 TTY: 711 Fax: 703-385-9568

[www.fairfaxcounty.gov/hd](http://www.fairfaxcounty.gov/hd)



5. **MENU:** List each food and beverage item you wish to serve at this event. Food items not listed but taken/found at the event will not be allowed. Please contact the Health Department if you alter your menu after making application. The Health Department reserves the right to limit the menu.  
**(Reminder: Home-prepared foods are not allowed.)**

<b>Food or Beverage Item</b>	<b>Primary Ingredient(s) of This Food Item?</b>	<b>Where Will This Food Item Be Prepared?</b>	<b>Method(s) of Preparation &amp; Cooking of This Food Item?</b>
Please list any food item containing dairy products, eggs, meat, seafood, poultry, vegetables or fresh cut fruits.	Please list any dairy products, eggs, meat, seafood, poultry and produce ingredients.	Store-bought already made, cooked on-site at event, cooked in a restaurant, etc. Provide the name of the store or restaurant.	Washing, Chopping, Thawing, Slicing, Grilling, Boiling, Steaming, Stir Frying, etc.

Condiments (i.e. ketchup, mustard, mayonnaise, relish, salad dressing, hot sauce, etc.) offered for consumer self-service must be in individual squeeze-type packets, squeeze bottles, or pump-type dispensers. Single-service, disposable plates and eating utensils shall be provided to the consumer by the food employees.

**A. Is any food item prepared at a restaurant and transported to the event? YES NO**

**If yes, please provide the following information and answer questions 5B through 5D:**

Name of Restaurant / Commissary: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

City/County issuing permit: \_\_\_\_\_

Note: Commercial food establishments must be under a current and valid permit by their local regulatory agency. Please attach a copy of the food establishment's permit or license to this application. If foods are prepared under an approved process and/or HACCP plan, please attach a copy of that process.

B. **What is the length of time to transport the food from the store or restaurant to the event site?**  
\_\_\_\_\_ (Hours) \_\_\_\_\_ (Minutes) on \_\_\_\_\_ (Date)

C. **How will food requiring refrigeration be kept cold (at 41°F or less) during transport from the store or restaurant to the event site (i.e. refrigerated truck, ice chest, cambros, etc.)?**  
\_\_\_\_\_

D. **How will food requiring hot holding be kept hot (at 140°F or above) during transport from the store or restaurant to the event site (i.e. hot hold cabinets, cambros, etc.)?**  
\_\_\_\_\_

6. **ON-SITE REQUIREMENTS:**

A. **Potentially hazardous foods (PHF) are required to be kept cold (at 41°F or less) or hot (at 140°F or above) at all times.** Food found to be out of proper temperature control will be reheated or discarded and denatured upon direction by the Health Department. No second-day reservice of leftovers will be allowed because the cooling process cannot be verified. At least one metal stem probe thermometer (0°F - 220°F range) must be available and in use to verify proper cook and hold temperatures of PHF. You may be required to maintain a temperature log. **A means of cold and/or hot hold must be provided.**

B. **A handwashing set-up must be provided, supplied with soap and paper towels, and maintained clean.** You may not substitute chemically treated hand towelettes or hand sanitizer for proper handwashing.

C. **A three-basin dishwashing set-up** (i.e. sinks, dishpans, 5-gallon buckets) **must be provided, supplied, and maintained.** You must have a means of washing, rinsing, and sanitizing all food equipment and utensils. You must use a chemical sanitizer, such as non-scented chlorine bleach, in the sanitize solution. Wiping cloths must be stored in a separate container with chemical sanitizer. A test kit must be available and used to verify proper concentration of the sanitizing solution.

7. **ENVIRONMENTAL PRECAUTIONS & PROCEDURES:**

A. **Overhead protection** must be provided for outdoor events (i.e. inside food trailer, tent, canopy, etc.). A **ground cover** (plywood or tarp) will be required if set-up is on gravel, soil or grass.

B. **Public access is not allowed.** You must separate the serving line and food preparation / cooking / grilling area from the public and contamination by sneeze guards, roping off area, putting empty tables in front of the area, etc.

C. **Liquid waste** from cooking, dishwashing, ice coolers, handwashing, etc. must be collected properly (i.e. self-contained trailer, buckets with lids, commercially provided, etc.). No liquid waste may be emptied on the ground or in the storm drain. **Trash** must be collected and removed.

I have read the guidelines and regulations for temporary food establishments, understand them, and will comply with these requirements. I understand that failure to comply may result in a permit not being issued or a permit suspension/revocation, as per Section 43.1-3-5 of Chapter 43.1, *Food and Food Establishments*, of the Fairfax County Code.

\_\_\_\_\_  
**Applicant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**(Print Name)**