

The Annandale Fall Festival

October 27, 2012 – 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 \$125 for a 10 x 10' space. Food Vendors are also required to either provide a receipt showing that their \$40 state fee for temporary events has been paid or submit \$40 payable to the ACC along with the 3 page application for a permit to Operate a Temporary Food Establishment with this application and no later than September 1, 2012 and the ACC will obtain the permit for you. Food Vendors must provide all necessary tables, chairs, displays, signage, and canopy and are required to hold all necessary health department permits. No electricity is available at this site. This is a rain or shine event unless such extraordinary weather is forecast to create unsafe conditions for the public in general. ACC will have the sole discretion to cancel the festival if forecasted weather conditions are deemed to be unsafe. No refunds will be granted due to weather conditions or festival cancellation. Festival management will make final determination of space assignments. If you are physically disabled, please let us know if any special accommodations are needed. **NO MOBILE RESTAURANTS (TRUCKS or TRAILERS) ARE PERMITTED** due to space restrictions.

Please complete and sign this 6 page application/agreement **which includes** the 3 page County Health Department application and send to the Chamber office along with your space payment as soon as possible. Space will be limited. Applications can not be accepted after September 20, 2012. Even if you have obtained your state permit (copy of receipt to accompany this application), **the 3 page County Health Dept. application must be completed and sent in as part of this application for the Health Department inspection.**

Company: _____

PLEASE PRINT

Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

Cell: () _____ E-mail: _____

Required as all information will be emailed.

Please describe your Menu items/s: (Menus must be approved by Festival Management in advance to assure that no duplication occurs.) Please be specific and continue on back if necessary.

___ My check for \$125.00 **payable to the Annandale Chamber of Commerce** is enclosed for a single food vendor space.

___ **\$40.00 Temporary Event Initial Application Fee or provide a receipt showing that the \$40 state fee has been paid in 2012. Make this check out to the Annandale Chamber of Commerce and we will obtain the permit for you.**

___ Please charge my credit card for vendor space/permit fee: _____ Visa _____ MC _____ Amex

Please Print: Name on Card _____

Card Number: _____

3 Digit code on back of card: _____ Billing Zip Code: _____ Exp. 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 actions and to comply with any applicable insurance requirement of the Fairfax County Health Dept. and the Commonwealth of Virginia. The Annandale Chamber of Commerce (ACC) is not responsible for loss or damage to food vendors or their general or product 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, partner, owner or lessors of premises from any and all liability for damages or injury incurred during participation in the Fall Festival.

Signature _____ Date _____

Mail the six page signed application and payment 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?** festival@annandalechamber.com **SET UP TIME 8:00-9:00 am. Health Inspector will conduct inspection at 9 am.**

Annandale Fall Festival

October 27, 2012 ~ 10:00 am-5:00 pm ~ Little River Turnpike, Annandale, VA (Safeway Shopping Center)

2012 FOOD VENDOR GUIDELINES

This agreement is legally binding. Please read it carefully.

FOOD VENDOR 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'S Guidelines.

ACC reserves the right to remove any FOOD VENDOR if ACC determines that the FOOD VENDOR 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, all fees shall be forfeited by the FOOD VENDOR. ACC reserves the right to exclude certain FOOD VENDOR products or services and retain the right to assure reasonable pricing for items of sales. Menu selections must be approved in advance by the ACC Festival to assure that each Food Vendor prepares different items.

Cancellation Policy: If this Agreement is cancelled by the FOOD VENDOR, 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 7, 2012	25%

Deposits cannot be refunded for cancellation requests received after September 7, 2012.

FOOD VENDOR agrees to notification and correspondence now and in the future by the email address provided with their application or substitute email address as provided by the FOOD VENDOR. All notifications from the ACC will be conducted by email.

GENERAL EXHIBITOR TERMS AND CONDITIONS:

FOOD VENDOR will be responsible and liable for delivery, handling, assembly, and removal of all supplies, materials, trash and fixtures. Fixtures and materials cannot be packed or removed until the close of the festival at 5:00 pm, October 27, 2012. FOOD VENDOR will only be permitted to set-up their space between 8:00 and 9:00 am on October 27, 2012. 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. **Health Inspector will begin his inspection at 9 am sharp.** There is no electricity available at this site.

Amplified sound within exhibit space and smoking are prohibited in VENDOR areas. ACC shall not be responsible, or liable, for loss or damage of any kind to FOOD VENDOR property or goods. FOOD VENDOR is responsible for satisfying any and all applicable local, state and federal tax, health and safety requirements, laws and regulations. **FOOD VENDOR is required to produce receipt showing that the \$40 state fee to operate a temporary food establishment has been paid in 2012 plus any additional fees imposed by Fairfax County and to complete the Fairfax County permit form (pages 3-6 of this application) for the ACC file with their general application. As of the date this application was published for the 2012 Annandale Fall Festival, Fairfax County had not announced any additional fees they might charge on top of the State Fee. If this should change, FOOD VENDORS will be required to pay any and all additional permitting fees required by local or state government agencies.**

NO canopies, tables or chairs are available for borrow or rent. FOOD VENDOR must include a fire extinguisher as part of their set-up. If a canopy is to be used, FOOD VENDOR will provide their own as part of their set-up. All canopies must have proper weights to hold them in place in case of windy weather. Weights must be removed at the end of the festival day. Signage cannot extend beyond the boundaries of assigned exhibit space. This is a rain or shine event unless such extraordinary weather is forecast to create unsafe conditions for the public in general. ACC will have the sole discretion to cancel the festival if forecasted weather conditions are deemed to be unsafe. No refunds will be granted due to weather conditions or festival cancellation.

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. FOOD VENDOR also agrees 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 incurred by FOOD VENDORS or their general or product 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, partner, 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 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.

CONFIDENTIALITY: ACC agrees information about payment and in-kind support received from FOOD VENDOR pursuant to this contract is confidential and its disclosure would cause harm to FOOD VENDOR'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, 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 _____ 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 food vendor 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, 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, partner, 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.

Printed Name of Vendor/Exhibitor

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

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 payable to County of Fairfax.

This application must be submitted no later than September 1, 2012.

1. **NAME OF EVENT:** Annandale Fall Festival

Location & Address of Event: 7414 Little River Turnpike (Little River Center)
Annandale, VA 22003

Date(s) of Event: Starts on October 27, 2012 (MM/DD/YY) at 10:00 AM
Ends on October 27, 2012 (MM/DD/YY) at 5:00 PM

2. **NAME OF COMPANY, RESTAURANT, ORGANIZATON, 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



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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.)

Food or Beverage Item	Primary Ingredient(s) of This Food Item?	Where Will This Food Item Be Prepared?	Method(s) of Preparation & Cooking of This Food Item?
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)

Temporary Food Vendor Application Fee Schedule

Fee	Type
\$40	Temporary Event Initial Application Fee (if applicant cannot provide a receipt showing that \$40 state fee has been paid that calendar year)
\$0	Temporary Event application fee for churches, fraternal, school and social organizations, and volunteer fire departments and rescue squads that are exempt under the Code of Virginia §35.1-25 and §35.1-26. <i>(must provide proof of organizations status as 501(c)(3), 501(c)(6), 501(c)(7), 501(c)(10), 501(c)(19), or 501(c)(23))</i>

NOTICE:

As of the date this application was published for the 2012 Annandale Fall Festival, Fairfax County had not announced any additional fees they might charge on top of the State Fee. If this should change, FOOD VENDORS will be required to pay any and all additional permitting fees required by local or state government agencies.

*For information only...not part of the 6 page
Festival Food Vendor Application.*