



Freedom Fair Presents

★ ★ 2023 Wings Over Washington ★ ★ August 19th & 20th – Food Vendor Application BREMERTON NATIONAL AIRPORT 8850 WA-3, Bremerton, WA 98312



NOTE: This application does **not** guarantee space at the event. Include a **photo** of your booth and a **complete menu** of everything you wish to sell. Attach a **dimensioned diagram** showing the front, back, serving sides, doors, tongues on trailers, storage areas, the location of power & water connections, location of cooking/heated surfaces, sinks, prep area. **EXCLUSIVITY IS NOT GUARANTEED UNLESS GRANTED BY FREEDOM FAIR & PREMIUM IS PAID.**

Vendor #: _____ Assigned Arrival Time: _____

PROVIDE & CORRECT YOUR CONTACT INFORMATION BELOW

SUBMIT YOUR APPLICATION W PAYMENT BEFORE JUNE 15, 2023 AND TAKE A 10% DISCOUNT OFF YOUR BOOTH FEE.

Incomplete, underfunded, and unsigned applications will be rejected.

Have you read and signed page two?
 Yes

← BUSINESS NAME

← CONTACT NAME

← PRIMARY BUSINESS #

← CELL PHONE #

← STREET ADDRESS

← CITY/STATE/ZIP

← EMAIL

← WEBSITE

How much time do you need to set up? _____

CHECK THE BOX FOR YOUR VENDOR CATEGORY (IN BOLD BELOW) AND PROVIDE ADDITIONAL DETAILS. CHECK ALL THAT APPLY.

Food & Beverage Vendors – Please indicate everything you wish to sell and attach a full menu that includes prices.

- | | | | | | |
|--|--------------------------------------|--|-------------------------------------|--|---|
| <input type="checkbox"/> Beverages | <input type="checkbox"/> Ice Cream | <input type="checkbox"/> Elephant Ears | <input type="checkbox"/> Chinese | <input type="checkbox"/> Deli Sandwiches | <input type="checkbox"/> Curly Fries |
| <input type="checkbox"/> Teriyaki | <input type="checkbox"/> Japanese | <input type="checkbox"/> Vietnamese | <input type="checkbox"/> Thai | <input type="checkbox"/> Greek/Mediterranean | <input type="checkbox"/> Gyros |
| <input type="checkbox"/> BBQ Beef/Pork | <input type="checkbox"/> BBQ Chicken | <input type="checkbox"/> East European | <input type="checkbox"/> Mexican | <input type="checkbox"/> Specialty Vegetables | <input type="checkbox"/> Italian |
| <input type="checkbox"/> Corn on the cob | <input type="checkbox"/> Kettle Corn | <input type="checkbox"/> Lemonade | <input type="checkbox"/> Corn Dogs | <input type="checkbox"/> Hot Dogs/Sausages | <input type="checkbox"/> Candy |
| <input type="checkbox"/> Espresso | <input type="checkbox"/> Shaved Ice | <input type="checkbox"/> German | <input type="checkbox"/> Hamburgers | <input type="checkbox"/> Specialty treats (list) | <input type="checkbox"/> Other (specify): |

Vend from: Tent, Trailer, Van, Truck, Cart, Car, Cycle, other (specify) _____
Don't forget to attach a detailed diagram of your booth layout including storage, grills, and support equipment.)

IMPORTANT RULES FOR ELECTRIC, WATER, WASTE, BOOTH SPACE & PARKING

No Power outlets will be available for this event. If power is needed to support your booth, you may bring your own generator but it MUST be PRE-APPROVED by the Vendor Manager AND the Kitsap County Fire Department. Generator must be the type of low noise or have a strong muffler to minimize noise. If generator is deemed too loud by Vendor Manager or inappropriate for use by regulatory government agencies present, you will NOT be allowed to use it and you will NOT receive a refund of vendor fees.

There is NO water available and NO waste water disposal is allowed at the event. If you require water you must bring it yourself and you MUST contain ALL waste water and take it with you for disposal when you leave the event. You MUST also take all other waste material generated by your booth with you when you leave the event so that your booth space is left clear and clean.

Your entire unit MUST fit within your assigned booth space; including mobile concession unit, generator, tents, preparation, presentation, supply trailer, vehicles (if used in vending) and any and all other items. If you require a larger space to accommodate any of these things you MUST reserve it in advance and pay for a larger booth space. A larger booth space may NOT be available upon arrival if you have not reserved it in advance. If you do not stay within your booth boundary or fail to pay for additional space (if available and required) you will not be allowed to vend and there will be no fee refund. Vendors seeking separate locations or extra space to vend under a different name must apply separately.

You will receive parking for one regular sized vehicle at the event and that vehicle MUST be parked in the allocated parking area on the other side of the airport. If you require parking for additional vehicles or larger vehicles/supply trailers that don't fit inside a normal parking stall you MUST purchase it and it is suggested you do so in advance to assure you get the space you need with access. We cannot guarantee the extra parking or space for larger vehicles/supply trailers will be available if you wait until the day of the event to get it. No refund of fees will be given if you fail to obtain additional parking needed.

INDICATE THE SIZE AND LOCATION OF THE BOOTH

- | | |
|---|--|
| <input type="checkbox"/> 10'x10' @ \$500 ea.
Limited food carts only | <input type="checkbox"/> 20'x20' @ \$900
Prime location |
|---|--|

- | | |
|--|---|
| <input type="checkbox"/> 30'x20' @ \$1,000
30' frontage | <input type="checkbox"/> 40'x20' @ \$1200
40' frontage |
|--|---|

FOOD VENDORS MUST PAY \$100 CLEANING-WASTE REMOVAL FEE PRIOR TO THE EVENT (REFUNDED IF YOUR AREA IS LEFT CLEANED)

In addition to your fee, an amount equal to 10% of all food and beverage sales will be due and payable to TEC at the conclusion of the event.

Booth Fee Due: _____

Addn'l Parking (# of spaces _____) x \$25 @ Space: _____
(Remember to Purchase Sufficient # of Regular Size Parking Stalls for Large Vehicles or Supply Trailers)

Cleaning/Waste Removal Fee (Refunded if Space Left Clean): _____

Enter Total Amount Due & Send with this App →
Payable to: Tacoma Events Commission
Payment will be returned if you are not accepted.

2023 Wings Over Washington
August 19th & 20th Food & Beverage Vendor Application: Page 2

This agreement is entered into this day, by and between the Tacoma Events Commission d.b.a. Freedom Fair, a Washington non-profit corporation, hereinafter referred to as the “TEC” and the vendor listed on the opposite page, hereinafter referred to as the “VENDOR”.

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed as follows:

1. **INDEPENDENT CONTRACTOR** status: The VENDOR is an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the TEC, Bremerton Port Commission, Bremerton National Airport, City of Bremerton or Kitsap County, nor shall they be eligible for any employee benefits from those listed above. The VENDOR represents and warrants that any and all federal, state, and mandatory deductions or other charges and taxes imposed by law shall be the sole responsibility of the VENDOR. The fee for food booths does not include county vendor licenses. Vendors are obligated to pay any required tax to the county for goods sold at the Wings Over Washington event. If the TEC is assessed, liable or responsible in any manner for those deductions, charges or taxes, VENDOR agrees to indemnify and hold harmless the TEC and the other parties named above from those costs including attorney fees.
2. **SCOPE OF WORK:** VENDOR agrees to perform services under this Agreement primarily by serving as a food and/or beverage vendor at the Wings Over Washington event at the Bremerton National Airport between the hours of 10:00AM and 5:00PM on August 19th and 20th, 2023. VENDOR will fully comply with the Special Event Requirements of the Kitsap County Fire Department. The VENDOR agrees to utilize only electrical equipment that complies in all aspects with the National Electrical Code. The VENDOR further agrees to use only heavy gage grounded three-wire extension cords and not use any non-grounded equipment. Likewise following all regulatory rules for cooking, canopy, and equipment are sole responsibility of Vendor. The VENDOR understands the serving of food and beverage products requires obtaining proper permits from the Kitsap Public Health District and paying all health permit and inspection fees at least **three** weeks prior to the event date. Failure to acquire proper permits and licensing and/or failure to comply with said Health Requirements at event are sole responsibility of VENDOR. Closure of your booth at the event by any government regulatory official for lack of compliance will result in loss of vending rights without refund. **VENDOR agrees to obtain ALL necessary licenses, health permits and provide proof of insurance BY OR BEFORE AUGUST 1ST, 2023 or risk loss of vending rights at event without refund.**
3. **EXCLUSIVITY CLAUSE:** All products and services to be sold, distributed for free, offered or referred to during event by Vendor must be included in this Agreement (**Add a product list when submitting this application**). The TEC reserves the right to exclude the sale or distribution of any product. Vendors will only be permitted to sell or distribute certain “Exclusive” products when said items are purchased through the designated event’s designated “Exclusive” distributor. The TEC agrees to provide an order form for the “Exclusive” products to the vendor in adequate time to place the product order. Vendors are strictly prohibited from selling or giving away for free any “Exclusive” products not purchased through the Event “Exclusive” Distributor and further agree to pay an additional \$500 cash on the spot if they violate the terms stated in this agreement and/or if Vendor has Credit Card on file with TEC, in the event of violating this Exclusivity Clause, Vendor authorizes TEC to charge \$500 to said credit card. Violators also may lose vending rights without refund.
4. **PAYMENTS:** The VENDOR must provide this completed agreement and pay total listed on page 1 to the TEC before the due date of August 1st, 2023. Once a check clears the bank a notice of acceptance will be mailed. Canceled check and acceptance letters serve as a receipt. Payment will be returned if you are not accepted. Applications received **after August 1st, 2023** will be considered on a case by case basis and may be subject to a **late fee**. VENDOR agrees to add a \$100 cleaning & waste fee. The amount may be refunded if the VENDOR properly disposes of all trash & recycling, leaves their space undamaged, and free of trash, grease, waste water and cooking waste. Special requests for spaces are prioritized according to the date the applications are received with a payment and a written request. The Vendor understands that refunds will not be granted for cancellations by Vendor after August 1st, 2023. **The VENDOR agrees to file a report of sales with TEC immediately following the event and pay an additional sum over and above the amount shown on page one, equal to 10% of all food and beverage sales.**
5. **INDEMNIFICATION:** VENDOR indemnifies and holds harmless the TEC, its sponsors & presenters, Kitsap County, Bremerton National Airport, City of Bremerton and the Bremerton Port Commission, their officials, representatives, officers, agents, and employees from, and shall process and defend at it’s sole expense, any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, lien, expenses, and costs arising out of or occasioned by the performance, acts, and/or omissions by the VENDOR, it’s employees, agents, representatives or volunteers relative to any activity and/or omissions by VENDOR, its employees, agents, representatives or volunteers relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, VENDOR shall pay any judgment or lien arising there from, including any and all costs as part thereof. **VENDOR must supply proof of insurance with a minimum of \$1,000,000 of liability coverage naming Tacoma Events Commission, City of Bremerton, Bremerton National Airport, Bremerton Port Commission and Kitsap County as additional insureds. This MUST be provided PRIOR to vending. Failure to do so results in loss of vending without refund.**
6. **ENFORCEMENT:** If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement it becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended an/or incurred by the non-defaulting party.
7. **ENTIRE AGREEMENT:** VENDOR agrees to abide by the rules and the directions of the event staff. Space assignments are subject to change. Exclusivity is not implied or granted unless specified in writing. This constitutes the complete and final agreement of the parties, it replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter and may be modified only in writing and signed by both parties, both acknowledge receipt of an executed copy of the agreement.

My signature below certifies I have read, understand, and agree to comply with the terms of this Agreement.

Signature of vendor/owner

(Clearly print) – The name of the Vendor/Owner & the Business Name

Date

**Return to: Gary W. Grape • Vendor Manager
Tacoma Events Commission • 4109 Bridgeport Way W STE E-7 • University Place, WA 98466
Office Line (253) 507-9357 • Email: LaStella1@gmail.com**

DISCLOSURE DOCUMENT

Wings Over Washington Food & Beverage Vendor



A MESSAGE FROM THE BREMERTON & KITSAP COUNTY FIRE DEPARTMENTS & PUBLIC HEALTH DEPARTMENT IMPORTANT INFORMATION



- Any LPG bottles with expired dates will be put out of service. Heavy corrosion will be inspected as well.
- All deep fat fryers shall have non-combustible floor sheeting. Concrete boards are acceptable.
- Proper extinguishers for the designated cooking operations shall be in their corresponding booths.
- All extinguishers shall be tagged and dated for this year.
- Canopies shall be flame retardant/resistant if they are over a cooking operation.
- Electrical cords shall be in good condition. (i.e. wear marks, no piggybacking of power strips, no trip hazard, etc...)

These are some of the obvious items we would look for. Other issues may arise during the inspection on the morning of the event. If there are any issues we will direct them to you and the vendor.

By signing below, VENDOR understands that it is their full responsibility to have all regulatory permits and follow all regulatory rules, including but not limited to the Bremerton-Kitsap County Health Dept, Fire Dept and all other City, County, State or National regulations. This includes VENDOR having all required equipment operating at up to Code Standards as required by regulating authorities. VENDOR agrees that **NO REFUNDS** will be granted for VENDOR having substandard, insufficient or inadequate Operating Equipment; **NOR WILL REFUNDED BE GRANTED** if Regulatory Authority limits or prevents VENDOR's operations due to VENDOR non compliance with regulatory provisions. VENDOR agrees to add \$100 cleaning & waste disposal fee to their booth fee. The \$100 cleaning & waste disposal fee may be refunded if VENDOR properly disposes of all trash & recycling, leaves their space undamaged, and free of trash, grease, waste water and cooking waste. VENDOR understands that **NO ELECTRICAL POWER WILL BE PROVIDED**, so VENDOR must provide their own power. ALL power used by VENDOR at event must be pre-approved by TEC and confirm to low noise rules PLUS must be in compliance with local government regulations. **NO REFUNDS** will be granted for VENDORS who do not bring adequate equipment to handle their electrical needs; nor whose equipment fails to operate properly during the event. **NO REFUNDS** will be granted VENDORS who require electricity to operate but fail to follow the instructions as described in this document.

ALL FOOD VENDORS MUST SIGN THIS DOCUMENT STATING THEY UNDERSTAND, AGREE TO, AND WILL COMPLY BY THESE PROVISIONS IN ORDER TO HAVE THEIR BOOTH APPLICATION APPROVED.

My signature below certifies that I have read, understand and agree to comply with the terms of this Disclosure Document.

X

Signature of vendor/owner

Print clearly the name of the vendor/owner & the business name

Date signed



★★ Wings Over Washington ★★
EXCLUSIVITY AGREEMENT

v. 5-10-23

As a Vendor participating in the Wings Over Washington event, I hereby declare I have read, understand and agree to the following:

EXCLUSIVITY: All products and services to be sold, distributed for free, offered or referred to during the following events “Wings Over Washington” by Vendor must be included in the Vendor Application (Add a product list when submitting the application). The Tacoma Events Commission reserves the right to exclude the sale or distribution of any product. In regards to “Exclusive” products, Vendors will only be permitted to sell or distribute those type of products if they are purchased through the designated Event Exclusive Distributor for said products. The Tacoma Events Commission agrees to provide an order form for the “Exclusive” products to the vendor in adequate time to place the order. Vendors are strictly prohibited from selling or giving away for free any “Exclusive” product not purchased through the Event Exclusive Distributor and further agree to pay an additional \$500 if they violate the terms stated in this agreement. In case of that occurrence, Vendor agrees to immediately pay on the spot a \$500 additional non-refundable cash fee; or if they have a Credit Card on file, they agree the card will be charged \$500 for violating this agreement. In addition, violators may have their booth closed at the event and lose their right to vend without refund of Vendor fee.

I understand and agree to the above written statement and terms therein regarding Exclusivity at the Wings Over Washington event.

Vendor Name _____
(Name of Business)

Contact Person _____ Title _____

Address _____

City _____ State _____ Zip _____

Phone _____

Today's Date:

Email _____

Authorized Signature: X _____

Print Name _____

Return to: Gary Grape, Vendor Mgr
Tacoma Events Commission
4109 Bridgeport Way W - Suite E7
University Place, WA 98466

Office Line (253) 507-9357
Email: LaStella1@gmail.com
Website: FreedomFair.com

Tacoma Events Commission

CREDIT CARD FORM

\$ _____ **Item Fee**

\$ _____ **3% Credit Card Fee**

\$ _____ **TOTAL CHARGE**

Description of charge: _____

Name _____
(Name of Individual or Business)

Authorized Person _____ Title _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____ Website _____

Charge it to my/our VISA or Master Card (*Charge will appear as Tacoma Events Commission*):

Card Holder's Name _____

Card Number _____ Exp Date _____ CVV2 _____
(*Please make sure address shown above is same for credit card billing*)

Authorized Signature: X _____

Printed Name _____

Please return your completed form to:

Gary Grape, Vendor Mgr
Tacoma Events Commission
4109 Bridgeport Way W - Suite E7
University Place, WA 98466

Office Line (253) 507-9357
Email: LaStella1@gmail.com