

# DERBY DAYS

JULY 12 & 13



## FOOD AND BEVERAGE INFORMATION

**Friday • July 12, 2013**  
**5-10pm**

**Saturday • July 13, 2013**  
**10am-10pm**

**Redmond City Hall Campus • 15670 NE 85th Street, Redmond, WA 98052**

Please read the entire Food Vendor Guidelines on pages 3 & 4 before submitting your application.  
THE CITY OF REDMOND reserves the right to deny admission to vendors that do not comply with the guidelines below.

**APPLICATIONS MUST BE SUBMITTED BY MIDNIGHT ON MAY 15, 2013.**

### **Application Deadline**

All applicants must submit a complete application by May 15, 2013.

Incomplete applications will NOT be accepted or processed. Applications are processed in order received and by type of business. Limits may be placed on the total number, and similar vendors. Booth sharing is strictly prohibited. Friday and Saturday participation is required.

### FOOD BOOTH

We will accept businesses representing a variety and balance of food choices and price ranges.

**Requirements:** Vendor to provide own booth, hand washing station and possess a current health department permit. No water access.

Booth hours – **Friday 5-10pm AND Saturday 10am-10pm.**

**BOOTH FEE**

10'x10' - \$300

10'x20' - \$400

**POWER ACCESS - \$50**

**Incomplete applications will NOT be accepted or processed.**

**Vendors must submit a complete vendor package that includes a completed application, booth fee, copy of Certificate of Insurance (see guidelines)**

**APPLICATION DEADLINE:**  
**MAY 15, 2013**

**PAYMENT DEADLINE:**  
**MAY 31, 2013**



## Booth Fee & Location

- Booth fees are based on a 10'x10' and a 10'x20' footprint. For anything larger, please contact Nicole Wiebe at 206-556-2395 or [nwiebe@redmond.com](mailto:nwiebe@redmond.com) for customization opportunities.
- Booth fees will be refunded in full if cancellation is received before June 28, 2013.
- All booth locations will be determined by festival staff, ensuring consideration that similar business types are spread throughout the space, space constraints and power access. Location is non-negotiable.

## Booth Equipment & Power Requirements

Vendors must stay within the booth space, including side awnings, walkways, etc.

- Any proposed changes to the Application's equipment and/or power information must be provided to Nicole Wiebe in writing by June 28, 2013.

## Certificate of Insurance

The VENDOR shall procure and maintain for the duration of the Derby Days Festival (including set up and breakdown) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, their agents, representatives, employees or subcontractors. VENDOR'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the VENDOR to the coverage provided by such insurance, or otherwise limit the CITY OF REDMOND's recourse to any remedy available at law or in equity. Any payment of deductible or self-insured retention shall be the sole responsibility of the VENDOR. The VENDOR shall provide a Certificate of Insurance and additional insured endorsement page(s) evidencing Commercial General Liability insurance written on an ISO occurrence basis form CG 00 01 and shall cover liability arising from premises, operations, property damage, independent contractors and personal injury and advertising injury, with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate.

THE CITY OF REDMOND, its officers, volunteers and agents shall be named as an additional insured on the insurance policy, as respects actions performed by or on behalf of the VENDOR and a copy of the endorsement naming the CITY OF REDMOND as additional insured shall be attached to the original Certificate of Insurance and provided to Nicole Wiebe no later than Friday, May 31, 2013. The CITY OF REDMOND reserves the right to request certified copies of any required insurance policies. The VENDOR'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The VENDOR'S insurance shall be primary insurance with respect to the CITY OF REDMOND and both shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

Non-compliance may result in denial of participation in future events.

## Health and Fire

- Vendor must have appropriate King County Department of Public Health permits and complete all documentation for pre-approval as required by City of Redmond Fire Department.
- Vendor is responsible for a clean booth area, free of debris, for providing a trash can for inside the booth and for disposing of all garbage and recyclables as directed by the Festival. If booth area is not left clean at the end of the Festival, vendor may be charged a \$50 booth clean-up fee. All grease must be disposed of in marked containers provided by the festival. Grease disposed anywhere on the festival site, outside of marked containers, may result in a \$100 fee and denial of entry into any future festivals.

## Hours of Operation

- Festival hours are 5pm – 10pm Friday, July 12, 2013 and 10am - 10pm Saturday, July 13, 2013 and all Food Vendors must be open during these times
- All vendors must be prepared to serve ample quantities of full menu selections until conclusion of event. Non-compliance may result in denial of participation in future events.

## Check-in / Set-up & Breakdown

Please check-in at the Information Booth upon arrival for site assignments, set-up instructions, and questions during the event.

**Set-up:** Friday, July 12, 2013 12-4pm

Saturday, July 13, 2013 6:30-8am Booth Access

Vehicle access during designated load-in and load-out times only. Any transportation outside of designated times must be done by foot.

**Breakdown:** Food Booths may begin breakdown at 10pm and may not bring vehicles onto festival grounds until the CITY OF REDMOND Police Department has declared the site safe for vehicle access immediately following the fireworks. No early departures. Early departure may result in 2014 application rejection. No storage is available before or after the festival.

## Menu

- Only menu items (at prices) listed on the Vendor application may be sold.
- Changes/additions are only allowed with pre-approval by Nicole Wiebe prior to June 29, 2013.
- The CITY OF REDMOND reserves the right to restrict certain food items or beverages due to contractual exclusivity with event sponsors. Vendors will be notified of any such restrictions that may conflict with their menu offerings at the time of acceptance.

## Selection

- All applications are evaluated on reputation, menu, experience, and past history with Derby Days. We will accept businesses representing a variety and balance of food choices and price ranges.
- Application and past participation does not guarantee acceptance.
- The Derby Days Festival reserves the right to refuse any application or withdraw acceptance, in which case the vendor booth fees will be returned in full.
- Notification emails regarding acceptance will be sent to applicants on May 22, 2013.

## Security

Booth structure and contents, including inventory, are the sole responsibility of the VENDOR. THE CITY OF REDMOND does not assume any responsibility for injury to persons, loss or damage to any property of the VENDORS, including theft, accidents or acts of God.

## Restrictions

Restriction violations may result in immediate removal from the festival site as well as denial of entry into any future festivals.

- Vendors are not allowed to 'rove' with their food at any time.
- Staking of tents, pole banners, signage, or other equipment is not permitted.
- Alcoholic beverages, amplified music or speaking, and televisions are not allowed on festival grounds without prior written approval from festival.
- Menu items in glass containers are not allowed.
- The Festival reserves the right to restrict any activities that interfere with public access and/or Festival programming.
- Vendors may not advertise outside of their booth space including use of rovers, flyers and sandwich boards.

## Signage

- Food Vendors must provide their own booths, equipment, and signs.
- Signs must look professional.
- Handwritten signs are not allowed.

VENDOR Vehicles are allowed access as soon as the CITY OF REDMOND Police Dept. declares that it is safe to drive onto festival grounds. All booths, vehicles and vendor debris must be removed from the Festival grounds by 12:30am, Sunday, July 14.

## INDEMNITY AND WAIVER

The APPLICANT shall indemnify and hold the CITY OF REDMOND and its agents, employees and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the CITY OF REDMOND arising out of, or in connection with, or incident to, the execution of this Agreement and/or APPLICANT'S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by, or result from, the concurrent negligence of the CITY OF REDMOND, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the APPLICANT; and provided further, that nothing herein shall require the APPLICANT to hold harmless or defend the CITY OF REDMOND, its agents, employees, and/or officers for damages or loss caused by the CITY OF REDMOND'S sole negligence. The APPLICANT expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.