

City of Hagerstown Parks & Recreation ***2023 Food Vending Application***

Now is the time to apply to be a food vendor for one or more of our 2023 events. **We are accepting food vendors now!** Our annual events attract thousands of event-goers to our City parks each year.

A SEPARATE APPLICATION AND PAYMENT WILL NEED TO BE RECEIVED FOR EACH EVENT:

- _____ City Park Fall Fest & Fireworks (501 Virginia Ave) - Saturday, September 16, 11am to 8pm
 - City Park Fall Fest Only, 11am – 4pm: _____
 - Fireworks, 5pm-8pm: _____
 - Both, 11am – 8pm: _____

- _____ Harvest Hoedown at Fairgrounds Park (351 N Cleveland Ave)– Saturday, October 21, 12 - 4pm

- _____ City Park Lighting (501 Virginia Ave) – Friday, December 1 – 5:00pm to 8:30pm

Please complete the enclosed application form and mail to: Parks & Recreation, 351 North Cleveland Avenue, Hagerstown, MD 21740.

When choosing vendors, we will look at duplication and types of foods. Parks & Recreation has the right to agree to part of a vendor’s entire submitted menu. We will return all checks of those food vendors who are not chosen for an event.

Food vendors who wish to be considered for an event must submit the following information:

1. Completed application (for each event requested)
2. Photo of booth and menu items
3. Check for food booth/tent. Participation fee of \$75 made out to “City of Hagerstown”
4. Signed Hold Harmless Form
5. Sales Tax Number
6. Proof of insurance (sample attached) listing the City of Hagerstown, Maryland, and the event as additional insured. Requirements of coverage will be \$1,000,000 (one million dollars) product liability coverage and \$1,000,000 (one million dollars) personal injury coverage.
7. All applicants must include a photo of their set up and list dimensions on the back of the photo.

Enclosed please find an application form, schedule of fees, food vendor instruction sheet and hold harmless agreement. All applicable fees must be included with your application forms. Applications must be received by no later than **three weeks before the event**. If you have any questions, call the Parks & Recreation Offices at 301.739.8577 ext. 170.

**Hagerstown Parks & Recreation
2023 Food Vendor Application Form**

Complete and Return as Soon as Possible and NO LATER THAN THREE weeks before the event to:

Parks & Recreation, 351 North Cleveland Ave, Hagerstown, MD 21740

ALL FEES MUST BE MAILED WITH APPLICATION AND APPLICATION MUST BE COMPLETE

Make Checks Payable to: City of Hagerstown

Event: _____

Food Vendor & Contact Name: _____

Tax #: _____

Address: _____

Email Address: _____ Contact Number: _____

1. Type of food (please be specific): _____

2. Size of vendor space needed, 20x10 is provided for the \$75 fee:

Exact dimensions of setup _____ feet by _____ feet

Canopy ___ Tent ___ Stand ___ Other _____

Please remember to include picture of setup with exact dimensions written on the back.

We are not able to provide electricity in our parks. Food vendors will need to supply their own alternate cooking fuel, propane, gas generator, etc.

3. Will you use a fuel for cooking or other purposes? ___ Yes ___ No

If so, please specific the exact type and describe the fuel storage/dispensing container:

4. I have read, understand and agree to all attached food vendor instructions.

Signature _____ Date: _____

***ALL SET-UP MATERIALS INCLUDING TABLES AND CHAIRS MUST BE PROVIDED BY VENDOR.**

***NOT RESPONSIBLE FOR LOSS OR ACCIDENTS.**

***NO PORTABLE WATER IS AVAILABLE FOR COOKING OR DRINKING.**

***VENDORS MUST COMPLY WITH FIRE REGULATIONS. FIRE MARSHALL WILL INSPECT YOUR SET-UP ON SITE BEFORE THE EVENT BEGINS**

Hagerstown Parks & Recreation
Food Vendor – General Information & Reminders

EVENT AND EVENT DATE: _____

Please note: As vendors you may begin setup 1.5 hour before event

This is a rain or shine event; No refunds regardless of weather.

TEMPORARY HEALTH DEPARTMENT FOOD VENDING

Food vendors must obtain permits by applying directly to: Washington County Health Department Division of Environmental health.

PERMIT: 1302 Pennsylvania Avenue, Hagerstown, MD 21742

TAX: ALL vendors are responsible for collecting Maryland State Sales Tax. For information, contact Retail Sales Tax Division at 301.791.4776

Certificate of Insurance: A copy of your certificate of insurance with the City of Hagerstown and the event added as additional insured must be to us not later than two weeks before the event. All vendors must have all information accurate and correct on their insurance to insure their participation in this event. Sample attached.

DEADLINE: All completed vendor applications must be returned with vendor fees by **three weeks before the event**. Spaces will be assigned on a first-come basis based on vendor's compliance with standards and philosophy of the committee expectations.

NO PORTABLE WATER IS AVAILABLE FOR COOKING OR DRINKING ANY DAY.

I. **ARRANGEMENTS/RESTRICTIONS**

- A. Space Size: Space requirements **must** be indicated on the *Application Form* and will be made at the sole discretion of the Event Committee. Standard space is 20' x 10'. Charge for additional space will be at the rate noted. Spaces will be marked according to space requirements indicated by vendors on their application; no additional space will be available on day of festival.
- B. Only one food vendor per booth.
- C. Set-up: Vendors will be responsible for providing their own set-up (i.e, tables, chairs, tents.)
- D. Motorized Food Trucks are permitted, but vehicles such as campers are not permitted in the vending area.
- E. Parking of vehicles and/or trucks or stock trailers will not be permitted within certain areas of the food vending area. We will try to have parking as close to your stand as possible. Be prepared to hand-truck your supplies to your booth. When unloading & loading, vendors must drive vehicles where indicated for festival personnel. **Vendors should remain in designated space for entirety of event for pedestrian safety. Any vendors driving outside designated areas will be asked to leave the festival without refund and will not be considered for future festivals.**

- F. Food vendors accepted must apply for and receive a temporary food permit from the Washington County Health Department. Vendors must adhere to the rules/guideless of the Washington County Health Department.
- G. Food selection will be based on the menus chosen by the Event Committee. Only those food items may be sold **with no exceptions**.
- H. Vendors are responsible for the upkeep and cleanup of their vending area. All bags shall be tied and placed in the trash area provided by the Committee. Bags are for trash only; see items K for grease disposal.
- I. Prices are set by the individual vendor; but to ensure successful and friendly sales atmosphere, the Committee strongly urges vendors to consider the crowd that may be attending this event.
- J. Vendors will be responsible for taking away all grease from their vending operation. Dumping grease in the street or storm drain is strictly prohibited. Grease shall be stored in appropriate containers.
- K. The City Fire Marshal recommends the use of non-combustible absorbent material on the ground within the vending area to absorb any grease spills. The vendor is required to sweep up this absorbent at the conclusion of the event and dispose of it properly. Do not utilize trash barrels or boxes for loose absorbent. **A box lined with a heavy duty trash bag should work nicely and can be placed beside a trash receptacle for pick-up by the City Clean-up Crew.**
- L. Vendors doing on-site cooking must meet the requirements of the City Fire Marshal. Fire Marshall will inspect your area prior to the event.
- M. The City prohibits the driving of any stakes, nails, etc. into our parks, streets or parking lots for any reason.
- N. The City prohibits the use of the decorative lamp posts on the streets for securing tables, booths, etc. it is also prohibited to tape, wire, tie or otherwise hang anything from lamp posts.
- O. Your WASHINGTON County Health Permit and Maryland Business License Number **must be shown at all times**. All vendors may be inspected by the Health Department before the festival begins as well as the Fire Marshall. If a vendor does not pass inspection, they will be required to leave the site **without refund**. We request that you give us a copy of each.
- P. All vendors must provide their own water for cooking and drinking. No portable water is available for cooking and drinking.
- Q. Vendor agrees that if any of these guidelines are not followed, the Committee has the right to revoke said vending privileges, close said vendor's stand, and have them removed from the site **without refund**.

**Hold Harmless
Release & Waiver of Liability**

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING THIS DOCUMENT.

This **Release and Waiver of Liability** (the “Release”) is executed on this _____ day of _____, 20____, by _____ a participant who has attained the age of majority (the “Participant”), in favor of the City of Hagerstown, a municipal corporation formed under the laws of Maryland, as well as its agents, servants, employees, volunteers, insurers, successors and assigns, collectively or individually, (collectively, the “City”). The Participant desires to participate in the _____[name, location and date of event, hereinafter referred to as the “Activity”]. Participant affirms that s/he is in good health and capable of undertaking the activities for which this Release is being granted.

The Participant does hereby freely, voluntarily and without duress execute this Release under the following terms:

1. **Waiver and Release.** In consideration of being permitted to attend the Activity, Participant agrees to release and forever discharge and hold harmless the City from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant’s participation in the Activity.

Participant acknowledges that this Release forever discharges City from any and all liability, claim or cause of action that the Participant may have against City with respect to any bodily injury, personal injury, illness (including but not limited to COVID-19), loss, death, or damage to personal property which may result directly or indirectly from Participant’s participation in the Activity.

2. **Medical Treatment.** Participant does hereby release and forever discharge City from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, medical care or service rendered in connection with the Participant’s participation in of the Activity.

3. **Assumption of Risk.** The Participant acknowledges that participating in the Activity may include activities that may be hazardous to the Participant. Participant hereby expressly and specifically assumes the risk of injury or harm in these activities and releases City from any and all liability for injury, illness, death or property damage resulting from the Participant’s activities relating to the Activity.

4. **Insurance.** The Participant acknowledges that City does not carry or maintain health, medical or disability insurance coverage for any Participant. **EACH PARTICIPANT IS ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL AND/OR HEALTH INSURANCE COVERAGE BEFORE PARTICIPATING IN THE ACTIVITY.**

5. **Rules and Regulations.** Participant agrees to abide by all applicable City and/or Activity Rules and Regulations. Failure to do so will be grounds for immediate expulsion from the Activity without refund of any fee paid by the Participant.

6. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted under the laws of the State of Maryland and this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its conflicts of laws principles). Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be in full force and effect.

7. **Effective Date.** This Release shall be effective immediately upon execution and shall apply to any and all activities occurring at the Activity.

IN WITNESS WHEREOF, Participant has read and understood this Release and all of its terms and conditions and has executed this Release as of the day and year first above written.

WITNESS:

PARTICIPANT:

Signature

Signature

Printed Name

Printed Name

Mailing Address

City, State, Zip Code

Date of birth

Phone Number