



Gifts of Hope

Food Vendor Guidelines & Policies 5/22

Please read carefully. Submission of the Food Vendor Application does not guarantee acceptance into any event. Your signature on the application indicates that you have read and understand the information contained in this document. Gifts of Hope may revoke, immediately, all of the rights of the vendor, agents or employees of the vendor's booth, without a refund of fees, due to a violation of the rules set forth herein.

1. The application must be received by the established deadline to receive full consideration. It is generally anticipated that a vendor will apply for only one space per event; however, exceptions may be made at Gifts of Hope's discretion. A vendor awarded more than one vending space will pay for same. In the case of identical applications from separate vendors, the one received first shall be given preference. Selected vendors will receive notice on how to proceed. Those Gifts of Hope does not select will also be notified. Incomplete applications will not be considered. Special requests must be in writing.
2. Gifts of Hope cannot guarantee space for all applicants. Consideration will be given based on event theme, space, electric needs, affordable and creative menus, and amount of duplicated products.
3. Gifts of Hope cannot guarantee number of visitors to an event and accepts no responsibility for attendance levels.
4. Vendor shall have a license issued by the Public Health — Seattle & King County and be responsible for compliance with all applicable requirements. Vendor must secure proper permits and remain in contact with the Regional Health Specialist. Vendors shall make arrangements such that separate employees handle monetary transactions and food preparation.
5. Vendor awarded space must provide a current Certificate of Insurance valid for the event date showing:
 - o General liability coverage with a minimum per occurrence limit of \$1,000,000.00
 - o Worker's Compensation and Employee Liability coverage
 - o Gifts of Hope named as Certificate Holder and as Additional Insured
6. Vendor shall prominently list **ALL** food and beverage items being proposed to sell and the cost for each (*all beverages are considered one item*). For events with anticipated attendance over 5,000, there may be some duplication of menu items. Vendors being offered a space may request a list of selected vendors' proposed menus to determine willingness to participate.
7. Gifts of Hope reserves the right to reject an applicant, who in Gifts of Hope's sole discretion and judgment, would not provide the best available items based upon quality, price, variety and service. **Vendor may only sell items listed on the application receiving GOH approval, and may not change list without GOH consent.** If vendor is determined to have violated this agreement, he/she forfeits the opportunity to participate in future Gifts of Hope events, and may be removed from the event in progress.
8. Gifts of Hope strives to maintain a balance of vendors and quality offerings, and is responsible for assigning spaces based on park resources and program layout. Space assignments are not definite from year to year. Requests for specific spaces will be considered, but not guaranteed. Dissatisfaction with assignment is not grounds for a refund.
9. Booths must be maintained in a neat, safe and sanitary manner. Gifts of Hope may restrict vendors with respect to methods of operation and display of materials. If, for any reason, a booth or its contents are not in line with the objective and/or spirit of the event, the booth will be removed.

10. Vendor must furnish his/her own display area and provide all equipment, fixtures, overhead covering, power and water needs, adequate product quantity, etc. to ensure a successful operation. Set-up will take place during the hours indicated in confirmation materials. Vendor's assigned space must not interfere with adjacent spaces.
11. Booths must be open during established event hours, and shall not be dismantled until event closing time. Vendors shall remain with their assigned space and may not leave to solicit or distribute products in other areas of the park without GOH approval.
12. Booths must be staffed by persons 18 years or older. Children must be supervised at all times. Pets are not permitted.
13. Vendor is responsible for keeping their assigned vending area presentable, clean and hazard free. Vendor is responsible for any damage to the grounds resulting from his/her operation. No grease or gray water is to be poured onto the ground or down any drains. Vendor shall be responsible for collecting and properly disposing of trash within fifteen (15) feet of their booth. Failure to do so shall constitute valid grounds to refuse vendor to operate at future Gifts of Hope events and a penalty may be applied. Please advise park staff if assistance is needed.
14. Booths shall be removed from the premises no later than one hour beyond the event's completion unless prior arrangements have been made. Please be prepared to meet this timeframe. Upon failure to remove, Gifts of Hope shall notify vendor to remove property from the premises. Upon failure to do so, Gifts of Hope may enforce a penalty fee and has the right to remove any and all such remaining property, and to dispose of it as Gifts of Hope shall so decide, and not be held liable for removal by said vendor, or by any other party.
15. Vendor will be removed from event and prohibited from participating in future events if: 1) vendor buys a space to sell to another vendor; 2) vendor misrepresents the items to be sold; 3) vendor's conduct is detrimental to the best interest of the event; or 4) vendor violates any of the policies and guidelines of Gifts of Hope.
16. Gifts of Hope reserves the right to ask those who have not received an assigned space, and who are collecting funds or selling items, to leave the premises.
17. Gifts of Hope shall not be responsible for protection, damage and/or theft of vendor's equipment, supplies and receipts. Vendor shall take all reasonable and necessary precautions to secure goods and property. In no event shall Gifts of Hope accept responsibility in connection with any such loss, theft and/or damage. Park staff will be on site throughout the event and provide limited security. All injuries and safety concerns should be immediately directed to event staff.
18. Gifts of Hope will determine the procedure for postponement and/or cancellation of an event. If Gifts of Hope decides to cancel the event due to predicted forecasts, confirmed vendors will be notified once the decision is final. **For events with an established rain date, vendor shall be available on both dates.** Vendor will forfeit fee if event is postponed to rain date and he/she does not show.
19. Vendor agrees to abide by all rules and regulations established by Gifts of Hope, and any and all local and state laws. Failure to do so may serve as basis for immediate termination of the right to continue to sell at the function for which the space was awarded, and/or disqualification from future consideration with respect to similar contracts with Gifts of Hope.
 - Vendor will indemnify and hold Gifts of Hope harmless for any and all liability of Gifts of Hope as a result of any service at a GOH-sponsored event, and waive any immunity under the WA Worker Compensation Act regarding any claims by Gifts of Hope against the vendor. Vendor shall be considered an independent contractor. Neither the vendor nor any of his/her employees shall be considered employees of Gifts of Hope for any purpose.
 - Vendor hereby releases and forever discharges Gifts of Hope, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the vendor or any other person, persons or property, from the conduct of the organized activities, the condition of the property of Gifts of Hope or the actions or failure to act by Gifts of Hope, its agents or employees.
 - Further, vendor expressly stipulates and agrees to indemnify, hold harmless and defend Gifts of Hope from and against any and all claims, suits, damages (including without limitation consequential damages, losses, liability, and expenses (including but not limited to attorneys' fees) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, in any manner arising out of, or resulting from the activities of vendor.