

2017 Pork in the Park BBQ Festival

VENDOR APPLICATION

DATES: April 22-23, 2017

LOCATION: Winterplace Park, 6737 Blue Ribbon Drive, Salisbury, Maryland 21804

ABOUT THE EVENT: The Pork in the Park Festival is celebrating its 14th year in 2017. It features craft and commercial vendors, non-profit vendors, food vendors and entertainment.

EVENT HOURS: Saturday 11:00am-9:00pm
Sunday 11:00am-5:00pm

Vendors should plan to be open during all hours of the Festival. Vehicular traffic on Festival grounds will not be permitted during open hours. Vendors shall be assigned two (2) parking passes and should park in designated vendor areas or general parking. If booth or exhibit must be supplied each day by vehicle, it must be completed one (1) hour prior to the opening of the Festival. Deliveries by vehicle will not be permitted after these times.

Vendor Type	Vendor Fee	Electric Hookup	Vendor Space
Food - Full Menu	\$500	\$75	20 ft x 20 ft
Food - Single option	\$250	\$75	10 ft x 15 ft
Commercial	\$300	\$25	10 ft x 15 ft
Craft	\$150	\$25	10 ft x 10 ft
Non-Profit	\$100	\$25	10 ft x 10 ft

Application Deadline: 3/24/2017

Acceptance Notification: 4/3/2017

General information:

- Paid application is not a guarantee of booth space at the Festival.
- There is no discount for purchase of multiple booths.
- Vendor space is limited Priority will be given to returning vendors and/or BBQ food vendors.

Food Vendor information:

- Food Vendors must complete and forward the attached Application to Operate a Temporary Food Service Facility application to the Wicomico County Health Department, 108 E. Main Street, Salisbury, MD 21801, along with the appropriate fee. All rules and regulations of the Wicomico County Health Department must be adhered to during the Festival.
- Food vendors must **submit a complete menu** for approval during the application process. Any changes to proposed menu after acceptance must be approved by the Event Organizer.

**2017 PORK IN PARK BBQ FESTIVAL
VENDOR APPLICATION**

Vendor _____ Contact _____

Address _____

Phone _____ Email Address _____

MD Sales Tax No. _____ Business License No. _____

Item(s) being sold: _____

Select Vendor Type:

\$500 Food Full \$250 Food Single \$300 Commercial \$150 Craft \$100 Non-profit

Do you have any additional requirements?

Electric: \$75 Food \$25 Other Electrical Specs (amps/plugs) _____

Additional footage* (\$10/linear ft): _____ ft. x \$10.00 = \$_____

*** At completion of set-up, Event Staff may measure for designated space compliance. If vendor's set-up exceeds the prepaid space, a premium fee of \$20/ additional linear ft. over must be paid before opening of Festival.**

TOTAL DUE: \$_____ Make check payable to: Wicomico County, Maryland

Any modification to the application shall be null and void unless said modification is set forth in writing by all or both parties. This Agreement incorporates all agreements and understanding between the parties and has not excluded any term contemplated prior to the signatures of the parties. This Agreement has been read, understood and entered into freely, voluntarily and absent of duress by the parties signed below.

Signature _____ **Date** _____

In order to process this Application, the Agreement must be signed, dated and returned. Any applications received without the agreement signed will be considered void and will not be processed. No application is complete without payment. Wicomico County reserves the right to refuse any applicant for any reason.

Referral:NLB

Return Payment and Application to:
Wicomico County Recreation Department Attn: Brian Workman
500 Glen Avenue Salisbury, MD 21804
410-548-4900x105/Office 410-546-0490/Fax

**PORK IN THE PARK BBQ FESTIVAL
2017 FOOD VENDOR POLICY**

The Vendor agrees to each and all clauses set forth in this Agreement and identified in the Wicomico County application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the 2017 Pork in the Park BBQ Festival, gives Wicomico County (hereinafter known as the County) and/or the authorized agents of the County, the right to (1) immediately terminate this agreement (2) require Vendor, immediately upon notice of violation of this agreement to cease operations and vacate the premises, and (3) forfeit any and all fees paid to Wicomico County for the right and privilege of participating as a Vendor of the 2017 Pork in the Park BBQ Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of the County.

1. Wicomico County agrees to provide each Vendor of the 2017 Pork in the Park BBQ Festival with the stated sized space at Winterplace Park. The Vendor must provide their own tent, tables, chairs and electrical power. In the event the Vendor fails to appear at the Festival and claim their reserved space by 2:00 PM, Eastern Time Zone, on Friday, April 21, 2017, the County reserves the right to assign, or resell, such space to another prospective Vendor without further notice, without refund, to the undersigned Vendor. If it appears, or it is necessary, for the undersigned Vendor to arrive later than the time noted above, it is the undersigned's responsibility to notify and make arrangements with Brian Workman, telephone number 410-548-4900 x 105.
2. Vendor agrees to obey all rules and instructions as directed by the County's Vendor Coordinator during the festival weekend, any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeitures of any and all fees paid to the County.
3. Vendor agrees and acknowledges that household pets within or around your designated booth space is strictly prohibited. Any violation herein shall be considered a material breach of this Agreement by the Vendor and shall result in immediate termination of this Agreement and forfeiture of any and all fees paid to the County.
4. Vendor agrees and acknowledges to abide by all directions by the County which seeks to protect the environment and infrastructure of Winterplace Park and the safety of Festival patrons. Vendor hereby acknowledges its liability, and agrees to compensate the County, for any damage (s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, and materials, to the environs and infrastructure of the Park which causes the County to pay for the repairs, replacement, or other remuneration to the County for such damage to the environs or infrastructure of the Park.
5. Out of the fairness and consideration of all Festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond these confines, for any sales, distribution, or other solicitation of Festival participants. At completion of set-up, Event Staff may measure for designated space compliance. If vendor's set-up exceeds the prepaid space, a premium fee of \$20/ additional linear ft. over must be paid before opening of Festival.
6. Vendor acknowledges and agrees that they are strictly prohibited from "canvassing", "hawking" or otherwise roaming the Festival grounds in any effort to promote its booth's purpose or sell products. The

County will make every reasonable effort, as allowed by Maryland law, to prohibit any unauthorized “canvassing”.

7. As a courtesy to other exhibitors and Festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, the Vendor acknowledges and agrees that any material of an adult nature shall be displayed subject to Federal, State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.
8. The County reserves the right to prohibit, within any Vendor booth or on the Festival grounds, the display, advertisement, or other promotion on any business, company, or organization which may be in conflict with a current County sponsor or preferred vendor. Any questions concerning current County sponsors or preferred vendors should be directed to the Festival Committee Chairman prior to the Festival.
9. Vendor shall not display, offer for view or sell any illegal or contraband items. The laws of the State of Maryland and local ordinances of Wicomico County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items at any and all sites and operations.
10. Vendor shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, emblazoned or marked in any manner with any and all the words “2017 Pork in the Park BBQ Festival”. Even when printed with other words, Vendors shall not offer phrases, logos or artwork with any variations of these words.
11. This Agreement cannot be reassigned. Subletting all or part of the space is not permitted.
12. Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold the County or its representative responsible for any type of permits other than for the Festival itself. Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers. No Vendor shall hold itself out as an Agent of the County.

You MUST obtain a Maryland Sales Tax number for the purpose of reporting sales tax collected to the State of Maryland and you must obtain a Wicomico County Independent Business License from the Clerk of the Circuit Court for Wicomico County.

The sales tax number can be obtained on-line at www.marylandtaxes.com – there is no fee for this. If you need a copy of a sales tax number that you currently have, a copy can be obtained by calling 410-974-5534.

After you get the sales tax number, you MUST obtain your business license at least seven days prior to the Festival. You should contact Donna Short at the Clerk of the Circuit Court Office for Wicomico County. Her telephone number is 410-543-1427, ext.162.

Exception: If you receive less than 10% of your annual gross income from your sales at this Festival AND you have not participated in more than three (3) events in the past year, you DO NOT have to obtain a Maryland Sales Tax Number. If this applies to you...please contact Allen Swiger at 410-548-4900 x 108 to have the applicable form sent to you.

13. Cancellations/Refund Policy/No Shows: A 75% refund will be given with a written request received between March 15, 2017 and March 30, 2017 if the space can be filled by Vendor on the approved waiting list. No refunds will be given for any request received after April 1, 2017.

14. The County will provide limited overnight security at Festival site on Thursday, April 20 through Saturday, April 23, 2017; however, the County accepts no responsibility for items left overnight. Vendors are solely responsible for the security of all items in their booth at all times.
15. The County makes no representation or guarantees towards actual Festival attendance.
16. Neither the County nor Vendor shall be held responsible for delay or default caused by fire, riot, acts of God, County declaration or emergency, or war where such cause was beyond, respectively, the County's or Vendor's reasonable control. The County and Vendor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations. Vendor shall hold the County harmless for any losses that could arise because of such events.
17. The County reserves the right to place Vendors in a booth location at the complete discretion of the County. The County shall have sole and complete authority to place the participant in any location on the Festival grounds, irrespective of the participant's request. The County makes no representation, nor does it guarantee any volume of "foot-traffic" of Festival guests in any area of the grounds. The County cannot be speculate, nor control, the popularity of one area of the Festival over the other.
18. Vendor upon vacating their booth space (s) will ensure that such space (s) shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the Vendors to clean their booth site (s) may result in the future denial of Vendor participation.
19. Vendor certifies that it maintains adequate liability insurance (\$1,000,000 per occurrence and \$2,000,000 general aggregate and \$500,000 for property damage) to cover any and all occurrences which may result in the damage or injury to any person who may be a patron, within the confines of the Vendor participant's booth space. It is the vendor's responsibility to properly secure tent and property in the event of inclement weather conditions.
20. Signs/Banners/Tents shall be made of a frame retardant material and proof of such fire retardant rating shall be made available to the County Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of the Vendor's operation until such information is satisfactorily provided. Any losses or damages by Vendor are hereby waived against the County, for failure to have such information readily available for inspection by the Fire Marshal.
21. Vendor agrees to indemnify and hold the County, including its officers, agents and employees, harmless from any and all liability arising out of the Vendor's participation in the Festival. This obligation of indemnification shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of Vendor's agents or employees.
22. Vendor Admission: Vendors will be issued two vendor parking passes for the Festival. Tickets are to be picked up from the vendor coordinator before opening day if not received in the mail prior to opening day.
23. Wicomico County reserves the right to limit the number of additional vendor daily tickets bought under the terms of the Agreement. Additional ticket costs to be determined by vendor coordinator.
24. Food booths are also required to display the following: 1) Health Certificate; 2) Fire Extinguisher.
25. Ice runners will be available throughout the Festival hours selling bags of ice to Vendors. Vendors must pay cash at the point of purchase at a rate of \$4/bag. In the event that fees are not satisfied, the Vendor

will be invoiced and be subject to late fees in addition to possible exclusion from future Festival(s) sponsored by the County.

Referral:NLB