



## Food Vendor Information & Guidelines

### City of Bay City Parks and Recreation Department

#### APPLICATION PROCESS

You must submit on-line at [www.cityofbaycity.org](http://www.cityofbaycity.org), or in person at 1209 10<sup>th</sup> Street, with payment in full your application stating current and accurate information.

Applications will not be accepted if not filled out in completion **with full payment**. *Applications will not be accepted by mail.*

#### METHOD OF SELECTION

Vendors are selected on a first come basis as far as variety. We try to give each vendor the chance to be successful at the event by limiting the number of similar products being sold. Please make sure you list in detail the products being sold so that we may not duplicate any items at our event.

#### REQUIREMENTS FOR FOOD PREPARATION

Each prepared food vendor must have their Food Handlers Course Certificate. Bay City Parks and Recreation Staff will check for the certificate before you are positioned in your booth location. If the certificate is not present at that time, the vendor will not be allowed admittance and a refund will not be given. The Food Handlers Course can be taken on-line at <http://texas.foodhandlerclasses.com> and the cost is \$9 to take the course. After you have completed the class you can print out your certificate.

Food vendors must have a fire extinguisher at the event. Propane and grilling are allowed outdoors away from buildings for cooking. All state and city fire regulations must be followed.

***\*The use of a drip pan or grease trap under grill and fryers is strictly enforced.*** Grease stains will result in a \$100.00 cleaning fee.

#### BOOTH SIZE, SIGNAGE AND VENDORS PER EVENT

Standard Booth space is 10'x10' unless otherwise specified.

Signs should include the description of the product along with the price and should be legible and visible at the location where orders are taken.

The number of vendors will be limited at each event according to the estimated attendance.

#### REFUNDS

Refunds will only be given if the event is canceled by the City of Bay City. Booth locations will be designated by the event staff and are non-transferable. Special requests/reservations will not be accepted. A sign with your name will be posted on the booth space.

#### EQUIPMENT/UTILITIES

Unless otherwise specified, vendors are responsible for providing their own operational equipment such as tables, chairs, canopies, ice and tents. Vendors must bring their own power supply and extension cords. Vendors must bring their own water container for filling as necessary, as water may not be provided.

#### VENDOR BEHAVIOR

Vendors agree to behave in a professional manner or they may be dismissed from the property without a refund. Any vendor appearing to be impaired during the festival, set up or take down will be dismissed from property without a refund. Excessive complaints (two or more) from event participants, staff or patrons may result in dismissal from the property without a refund. Poor behavior of your organization

may ban you from participating in future City sponsored events. If vendor damages any event property, in any way (nails, staples, paint, etc.) vendor agrees to pay damages therein. If Bay City Parks and Recreation is hosting bands or music, vendors will not be allowed to play music from their booth. At no time shall music be played during the National Anthem.

**EVENT HOURS**

Vendor agrees to operate booth space throughout all hours of the event and agrees to remain in booth until official closing time. **If vendor arrives past the specified set up time for the event, vendor may not be allowed admittance and a refund will not be given.** All vendors MUST BEGIN set up at least one hour before event begins. All vehicles must be removed from event area no later than 30 minutes prior to the event.

**SALE ITEMS**

Bay City Parks and Recreation reserves the right to select or deny the type of items to be sold. Priority will be given to those who apply first. Vendors agree to sell only the approved items. On the application provided please fill in items that you are wishing to sell, including any alternative items. There is no guarantee that you will be the sole vendor of any item.

**Per city ordinance alcohol is not allowed in any City Park. Alcoholic Beverages CANNOT be sold or consumed in the park.**

**GENERAL SUPERVISION:**

Vendor is a licensee and retains the sole right to control and/or direct the way the services described herein are to be performed and details of all work performed by the vendor, its employees and representatives. Subject to the foregoing, Bay City Parks and Recreation retains the right to inspect the progress of the work performed by the vendor. Bay City Parks and Recreation has the limited right to stop the work, to prescribe alterations and generally oversee the work only to insure its conformity with that specified herein. Bay City Parks and Recreation’s general oversight is in no way intended to assume control or to direct the details of the vendor’s work, which duties remain solely with the vendor.

**DISCLAIMER:**

This event will be held weather permitting to the best abilities of the Bay City Parks and Recreation Department. Bay City Parks and Recreation makes no representation as to the number of potential event attendees and assumes no liability or any financial loss due to vendor’s operation of the event or any natural circumstances, including weather conditions.

**INDEMNITY:**

**VENDOR SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY OF BAY CITY AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THE EVENT SPONSORS AND THEIR AFFILIATES FREE AND HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES AND THEIR OF ACTION, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEY’S FEES) OF EVERY KIND AND CHARACTER ARISING AGAINST THE CITY OF BAY CITY AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THE EVENT SPONSORS AND THEIR AFFILIATES, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO, PERSONNEL FURNISHED BY VENDOR OR HIS VENDORS AND SUBCONTRACTORS OF ANY TIER) ON ACCOUNT OF BODILY INJURY (INCLUDING DEATH) OR DAMAGE TO OR LOSS OF PROPERTY IS CAUSED IN WHOLE OR PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL ACTS OR CONDUCT AND/OR STRICT LIABILITY OF VENDOR, ITS VENDORS OR SUBCONTRACTORS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES OR ANYONE OR MORE OF THEM IN CONNECTION WITH THE EVENT.**