

## Food Vendor Guidelines

**Failure of Applicant to comply with any of the terms, conditions, rules or regulations of this Application/Agreement shall constitute an automatic termination of this Agreement whereupon Applicant immediately shall remove its exhibit and articles from the premises and, at its own expense, restore the premises used by Applicant.**

### **CONTACT INFORMATION:**

If you have any questions, call the Reston Festival Hotline at 703-435-7989 or E-mail [info@restonfestival.com](mailto:info@restonfestival.com)

### **CHECK-IN:**

You will be sent notification of acceptance and day of check-in information by July 3, 2010. Booth assignments will be given on the day of the event.

### **ASSIGNMENT AND USE BY OTHERS:**

Merchant space is restricted to one Merchant per space. The Merchant may not assign its space or permit to any other merchant, person, firm or organization to use any part of such space without the express written permission of Reston Festival, Inc. You must remain at your booth location for the duration of the event as provided for in your contract.

### **PAYMENT/DEADLINES FOR APPLICATIONS:**

Space for booths is limited and we reserve the right to limit the number of exhibitors in any category. All Applications are due by May 14, 2010. No refunds will be processed after May 14<sup>th</sup> for any reason. Credit Card and Application can be transmitted online or mailed with a check to Reston Festival / PO Box 2631 / Reston, VA 20195.

### **SIGNAGE:**

The Reston Festival will not provide booth identification signs.

### **BOOTH SET-UP AND BREAK-DOWN:**

Set up time is from 9am to 11:30am on Saturday and Sunday. Note: you should be set up and ready 30 minutes prior to the scheduled opening time. All booths must be staffed from noon to 8pm on Saturday and Sunday. **No vehicles will be permitted in the Main Event Area of the Festival after 11:30am on Saturday or before 7pm on Sunday.** Reston Festival is not responsible for vendor or rental items lost, stolen or damaged. Vendors must be loaded out by 10pm on Sunday.

### **BOOTH CONTENT:**

Each approved vendor will be provided two 8' tables (if requested on the application), one trash can with liners (please bring additional liners), basic signage, listing on map, Festival promotional piece and a 10' x 10' canopy (if requested on the application). Each booth permit holder is responsible to obtain any required licenses, permits, etc. The Reston Festival may limit the number and location of "same kind" vendors. All Reston Festival decisions are final.

**STAFFING:**

All food booths must be staffed from Noon to 8pm both Saturday and from Noon to 7pm on Sunday.

**BALLOONS:**

Helium balloons may not be present at the Reston Festival due to their harmful environmental effect on our community. We appreciate your understanding and cooperation on this issue.

**SECURITY:**

Security will be present during the operating hours of the Reston Festival as well as overnight, however, Reston Festival is not responsible for items lost, stolen, or damaged.

**VEHICLES:**

**No vehicles will be permitted in the Main Event Area of the Festival after 11:30am on Saturday or before 7pm on Sunday.**

**UTILITIES & ELECTRICITY:**

No phone or water will be available at the booths. Electricity may be provided for an additional fee of \$40, subject to availability. You must request electricity in advance with exact volts and watts needed. No personal generators are allowed. The Reston Festival cannot be held liable for a loss of power.

**CANCELLATION OF RESTON FESTIVAL 2010:**

Each participating vendor or sponsor hereby acknowledges and agrees that the Reston Festival event may be interfered with, prevented by and/or terminated as a result of inclement weather, acts of God, civil commotion, fire, earthquake, flood, action or interference of governmental authorities or agents, lockouts or other causes beyond the reasonable control of Reston Festival whether similar or dissimilar to the forgoing. Neither Reston Festival including, but not limited to Reston Association and Reston Community Center nor any of the officers, directors, owners, employees, or agents of any of them shall be liable to any vendor or sponsor as a result of any such interference, prevention or termination, and no refunds of the registration fee or sponsor contributions will be given.

**LOCATION OF BOOTHS:**

A completed Application/Agreement and full payment must be received before you can be considered a confirmed participant. The Reston Festival 2010 Steering Committee will assign the specific locations of the booths. Changes to the locations may be made at the sole discretion of the Steering Committee. Factors such as the need for electricity or renting a tent will influence your location. Sponsors are always given premium locations based on their level of contribution.

**SPONSORSHIP OPPORTUNITIES:**

Food Vendors have the opportunity to be a Sponsor of the Festival and receive priority location and services. In addition, vendors may sponsor prizes for the kid's activities that can carry your company's logo. For more information about being a Festival Sponsor go to <http://www.restonfestival.com> or e-mail [sponsorship@restonfestival.com](mailto:sponsorship@restonfestival.com).

### **SALES TAX AND LICENSES:**

It will be the responsibility of each Merchant to comply with all Federal, State and County tax ordinances and licensing requirements. Merchant represents that it has in effect or will have as of July 9, 2010 all necessary and required licenses and permits, and certifications, from all applicable government agencies.

### **PRIVACY POLICY:**

The Reston Festival will provide your organization's name, phone number and address to customers, if asked. We will not sell this or any information in bulk. We will only accept written requests for information on an individual vendor and only if the requestor has specific knowledge, such as a purchase they made, a location or an individual they may have communicated with the day of the Festival.

### **PARKING:**

Free parking is available at any of the on-site garages. Storage vehicles must be parked in approved areas and must be pre-approved by the Reston Festival.

### **CLEAN-UP AND TRASH REMOVAL:**

Dumpsters will be provided. Applicant must make arrangements to dispose of trash properly. Applicant will not be allowed to dump grease or any other substance anywhere other than the designated trash collection area. Applicant must clean booth space and leave it in the same condition it was received. A cleanup crew will periodically collect trash from public trash receptacles and off the ground.

### **CANCELLATION:**

Any cancellations or changes **MUST BE IN WRITING** and received by our office by May 14, 2010. A \$50 cancellation fee will be deducted from all refund checks. No refunds will be made after this date.

### **LEGAL CODES:**

All merchants are required to adhere to the laws and provisions which may be applicable to Merchant and/or its activities at the Reston Festival 2010, including but not limited to those established by State and Fairfax County Health Department and Fire and Safety. **The Health Department and Fire Marshal's office will have inspectors at the Festival both mornings to inspect your booth set up. You must have a representative from your booth present during this inspection.**

### **ALCOHOLIC BEVERAGES:**

Alcoholic beverages cannot be sold by the Vendor.

### **SALE AND SALES PRICE OF FOOD ITEMS:**

The sales price must be fixed and posted on a sign visible from 10 feet in front of the store front and be inclusive of VA Sales Tax. Merchant is solely responsible for all its sale transactions, tendering and payment of all appropriate Federal, State and County taxes.

### **GRILLS, COOKING AND HEATING EQUIPMENT:**

Grills and cooking equipment, which use Propane Gas, are permitted. Merchants must coordinate with Reston Festival if they plan to use such equipment. The use of sterno is permitted within the tent.

**INSURANCE REQUIREMENTS:**

All Merchants hereby assume responsibility for, and agree to indemnify and hold Reston Festival (including, but not limited to, Reston Association and Reston Community Center) and their respective officers, directors, owners, employees and agents harmless from any liability or expense, including governmental charges or fines and attorney's fees, in connection with any and all claims, demands and causes of action including but not limited to those for bodily injury, death or property damage, created by, arising out of or resulting from (i) Merchants installation, removal and maintenance of space and supplies; (ii) any goods, products, samples or souvenirs; (iii) Merchant activities at the Reston Festival 2010 and occupancy or use of the facility or any part thereof. By executing the Food Booth Application/Agreement, the Merchant warrants that it has and shall maintain in full force and effect through the dates of the Reston Festival 2010 comprehensive general liability insurance, with coverage including personal injury, broad form of property damage, contractual liability, operations hazard, and product liability, in limits of not less than \$1,000,000.00, which insurance specifically covers all Merchant activities on or off site of the facility and related to the Reston Festival 2010.

MERCHANT MUST PROVIDE A CERTIFICATE OF INSURANCE TO RESTON FESTIVAL 2010 NAMING ALL OF THE FOLLOWING AS ADDITIONALLY INSURED:

Reston Festival, Inc., Reston Association, Reston Community Center, and their respective principals, agents, members, beneficiaries, officers, partners, directors and employees.

**Reston Festival, Inc. should be named as the Certificate Holder**

**MENU:**

There are no restrictions on the cuisine that a Merchant can feature at this event. However, selections will be coordinated with Reston Festival to avoid duplication and may be limited. Menu selections may not be added without the permission of the Reston Festival after this application is submitted.

**GREEN EVENT:**

Reston Festival is Going Green. No Styrofoam is allowed at the event.

**FIRE EXTINGUISHER:**

As per the Fire Marshal Inspection: All food vendors MUST have an appropriate fire extinguisher for their needs with current tag (inspected within the year) and it must be fully charged.

**ICE:**

Ice is subject to availability, which will be based on your estimate in this Application. No additional ice will be available at the Festival.

**SIGNAGE:**

Merchant must provide professional signs listing prices and food items for sale.