



Haymarket's Christmas Craft Bazaar Application

Saturday, December 9, 2023, 2pm to 6pm

Rain (Snow) or Shine Event

There will be a maximum of 20 vendors due to the size restrictions of the event. To maximize the variety of handmade goods, vendors will be hand selected by the town and notified on November 9th if they have been accepted.

OFFICE USE ONLY

Payment Type

- ☐ Cash
- ☐ Check
- ☐ Credit

VENDOR APPLICATION

Business Name:

Contact Person(s): (Please indicate a backup contact)

Mailing Address:

City:

State:

Zip code:

Primary Phone #:

Alternate Phone #:

Email Address: (Please indicate a backup contact)

Website:

Facebook Page:

Instagram Page:

What type of information or merchandise will you have?

Application Fee: \$80.00 (Tent and tent-set up provided by the Town of Haymarket. Vendor is required to use provided tent.)

This year, the market will be set up in the style of a traditional German Christmas market. All of the provided tents will be white and have a sign with the vendors name as listed on this application. Lights will be strung across the tents, and we are looking forward to a beautiful event this year!

Once you are accepted into the Event, you will be invoiced for the application fee. You will have 5 business days to pay the application fee. If payment is not received within 5 business days, we will move on to the next applicant on the list. All payments MUST BE ACCEPTED by November 16, 2023, at 4:00 pm. The invoice will be emailed to you at your email address listed above.

All correspondence and emails for this event will be sent from the EVENTS@TOWNOFHAYMARKET.ORG email. The INVOICE will be sent via Square. Please check junk or spam folders for correspondence as well.

Please indicate that you understand the terms outlined:

_____ I understand that I must use the town provided tent and may not bring my own

_____ I understand that electricity will not be provided.

_____ I understand that the Event is rain/snow or shine and is outdoors.

_____ I understand that I will be invoiced for the event, and that it is my responsibility to pay within 5 business days and payment must be submitted no later than 11-16-2022 at 4:00 pm.

_____ I have read and understand the vendor agreement outlined below.

I. Terms and Conditions to the Vendor Agreement.

1. DEFINITIONS:

- a. *"Agreement or Vendor Agreement"* shall mean this document in its entirety, sections I and II, and all documents hereby incorporate by reference.
- b. *"Food Vendor"* shall mean any vendor that sells food or drink.
- c. *"Management"* shall mean the exclusive point of contact. Assigned as Management is Emily L. Kyriazi, Town Manager, or her designee.
- d. *"Christmas and Holiday Event"* shall mean the event described herein, to be held in the Town of Haymarket at the location of 15000 Washington Street, on December 9, 2023, from the hours of 2:00 pm to 6:00 pm.
- e. *"Town"* shall mean Town of Haymarket, Town Council, or Town Staff, as the context requires.

**15000 Washington Street, #100
Haymarket, Virginia 20169**

- f. *"Vendor"* shall mean the name appearing in Section I.4 above.

2. INCORPORATION OF DOCUMENTS:

Any required permits, money payments and the information contained in section I, supra, are hereby incorporated by reference.

3. INSURANCE:

- a. Each individual vendor setting up on Town property is required to maintain a comprehensive public liability insurance policy for personal injury or death and for property damage during their time at the specific event. Insurance is required with minimum policy limits of three million dollars (\$3,000,000.00) for bodily injury or death to one or more persons in any one accident or event, and one hundred thousand dollars (\$100,000.00) for damage to property resulting from any one accident or event. The insurer must have an A.M. Best rating of A- or better.
- b. The policy must name the Town of Haymarket, its employees, agents, volunteers and officers as additional insured parties as pertains to the insured's participation in the Christmas and Holiday Event.

4. INDEMNIFICATION/RELEASE:

- a. Management will take reasonable precautions to safeguard Vendor's property during event hours. However, Management will not be liable for loss or damage to the property from theft, fire, accident, or any other cause. Vendor agrees to indemnify, protect, defend and hold harmless the Town of Haymarket, its officers, directors, agents, representatives, or employees from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' and consultants' fees expenses and/or liabilities arising out of, involving, or in connection with, the occupancy of the assigned space by Vendor, the conduct of Vendor's business, any act, omission or neglect of Vendor, its agents, contractors, employees or invitees, and out of any default or breach by Vendor in the performance in a timely manner of any obligation on Vendor's part to be performed under this agreement. In addition, the Vendor expressly releases the Town of Haymarket, its officers, directors, agents, representatives, or employees from all claims for loss, damage or injury arising from any cause whatsoever.
- b. The Town of Haymarket, its officers, directors, agents, representatives, or employees make no representation and will not indemnify, protect, defend and hold harmless the Vendor, its officers, directors, and organizers, owners, and agents, representatives, employees, or invitees for any reason

5. VEHICLE REGULATIONS:

- a. No vehicles permitted on-site while event is in progress at any time! All vehicles must leave the site no later than 30 minutes prior to start of event and cannot return to the site until 30 minutes after end of event. No unauthorized vehicles will be permitted to park on Town Property. Authorized vehicles will be required to park in designated space ONLY.
- b. Vendor is responsible for the replacement of any bollards/barricades when entering and leaving site. Vendor will be held fully responsible for any personal injury and property damage or death resulting from failure to comply with this regulation and agrees to indemnify and hold harmless the Town of Haymarket, its employees, agents and officers from any liability and or expense, including attorney's fees, resulting therefrom.
- c. The maximum time vehicle allowed on-site is 30 minutes. Vendor is responsible for off-site parking. No passes will be issued for free parking.

6. VENDOR'S EQUIPMENT/ELECTRIC:

a. EQUIPMENT:

- i. All equipment must meet all Virginia Occupational Safety and Health standards.
- ii. Unless otherwise indicated by the event organizer, the Vendor is responsible for providing: power cables, interior tent lights, booth signage, and decorations.

1. ELECTRICAL INSTRUCTION:

- a. Power is not available at Town venues. If power is available at the event venue, Vendor shall operate no instruments, appliances, machinery, equipment, or other objects requiring electricity except as specifically set out herein; 110 household service only. No connections or combinations of connections can exceed 20 amps. No vendor is permitted to connect power until authorized on-site by Management.
Power/electric is not provided at the Christmas and Holiday Event.
- b. Extension cords shall be of the three-prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage.

iii. **TENTS WILL BE PROVIDED at the Christmas and Holiday Event.**

7. COOKING/DEPARTMENT OF HEALTH (*applicable to Food Vendors only*):

a. COOKING:

- i. The Vendor shall provide a fully charged and UL approved Fire Extinguisher in any tent or booth used by the Vendor during the hours of operation.
- ii. All cooking appliances or any devices with open flames or heating elements must be on the outer edge of the tent, preferably the rear or sides of the tent.
- iii. All electrical appliances shall be installed & maintained in accordance with good fire safety practices and accordance in with section (6)(a)(ii)(1)(a)–(b) above.
- iv. Tent flaps/side curtains may not be down while cooking appliances are in use.
- v. Any structure under which food cooking takes place must be inspected by the fire official.
- vi. Turkey fryers are NOT permitted on Town property.
- vii. Vendor MUST take safety precautions to keep the public from accessing hot cooking surfaces, open flame/heating elements, steam tables or other cooking areas. They may use tables, screens, etc.
- viii. Trailers with a range hood system are required to have a 40BC extinguisher.
- ix. Vendor will NOT to wash down greasy equipment such as deep fat fryers on site causing waste run off into the storm drains and grassy areas. The dirty cooking equipment shall not be washed over the storm drains, with hoses in the grass or in the middle of walk ways.
- x. Charcoal grills shall be used outside the tent area and on a flat, stable non-combustible surface.
- xi. Cooking tents will either have 1- 40BC or K type extinguisher location accessible and visible to all occupants of the tent for immediate use. All areas with “pig cookers” shall have a fire extinguisher. The extinguishers must have current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.
- xii. Liquid Propane (“LP”) tanks must be kept 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be “leak tested” before lighting appliances. The use of long matches or electric matches is recommended to light appliances. Cooking appliances must have the 10-foot propane lines on them. No other type may be used.
- xiii. All compress gas containers must be secured against falling (tie down, tie together, inside a container, rack or secured to a post). The tanks must be on a firm, stable, flat surface. LP appliances may not be unattended while in use.

b. DEPARTMENT OF PUBLIC HEALTH:

- i. Overhead Protection: All food preparation and service as well as cooking and washing equipment shall be located inside a permanently covered cart or trailer or protected from overhead debris by a tent or temporary membrane structure. For temporary membrane structures, you must have flame retardant certificate on-site.
- ii. Potable Water Source: Food-grade hoses with appropriate backflow devices are necessary if accessing a Town water supply. Well water is not considered a potable source without a recent acceptable bacteriological result from a certified laboratory.

- iii. Hand washing Station: A hand washing station is required in a location immediately accessible to the food handlers. Heated running water, hand soap, paper towels, and wastewater catch basin must be provided at the hand washing station.
- iv. Refrigeration/Hot Holding: Sufficient refrigeration and hot holding facilities shall be provided and include metal stem thermometers.
- v. Food/Ice Protection: All food and ice shall be protected as follows:
 - 1. covered and stored off the ground & served with long-handled utensils or scoops
 - 2. protected from customers by at least 30" separation. No self-service buffets or condiments allowed.
- vi. Utensil Washing: Three (3) separate bins, ample enough to submerge the largest piece of equipment for washing/rinsing/sanitizing, must be provided and kept under cover. Hot water is required for washing utensils, etc.
- vii. Sanitizer: Chlorine bleach or quaternary ammonium tablets with corresponding chemical test kit shall be provided. A wiping cloth bucket should be provided with a sanitizer solution.
- viii. Hair Restraints: Hair restraints shall be worn by all food service workers.
- ix. Solid and Liquid Waste Disposal: Waste water shall not be dumped on the ground or in drains. Vendors must collect waste water in covered containers.
- x. Ground Cover: Food vendors must supply a ground cover under all equipment and food service operations. Unless otherwise directed by the Fire Department, vendors may use roofing felt paper for this purpose. Combustibles such as grass carpet, paper products, hay, straw, and wood shavings are not acceptable for use as ground cover. Concerns involving unique cooking equipment where the open flame or heating device is close to the ground should be addressed to the Fire Department.

8. PROFESSIONAL CONDUCT AND CONCESSION APPEARANCE:

- a. No activities in violation of federal, state, or local laws shall be permitted on the premises; and it shall be the responsibility of the Vendor to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the Vendor on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by ordinance of the Town of Haymarket.
- b. All food vendors must be open and staffed during the hours of Christmas and Holiday Event. Management reserves the right to restrict exhibit noise level and to determine suitable methods of display, materials for display, and items for promotion/sale. Vendor agrees that Management may relocate Vendor to another space if necessary, in the sole and absolute discretion of Management.

9. LICENSE, PERMITS, TAXES, FEES:

- a. The Vendor shall obtain, at his/her/its own cost, any license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, state, and local laws, ordinances, and regulations in connection with Vendor's use of the premises.
- b. Vendor shall meet the requirements of the Town Treasurer and the Virginia Department of Health—applicable to Food Vendors only—for participation in a special event.

10. COPYRIGHT INFRINGEMENT ACTIONS:

- a. Should Vendor present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless the Town of Haymarket, its agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

11. INSPECTION AND ENTRY:

- a. Town of Haymarket and Management reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

12. NO ASSIGNMENT:

- a. Vendor shall not assign the whole or any part of this Agreement nor the premises without the prior written consent of the Management.

13. MODIFICATIONS OR CHANGES TO THE AGREEMENT:

- a. All modifications and changes to the Agreement shall be in writing, signed by both Vendor and Management or his designee.

14. TURF DAMAGE:

- a. Vendors will be held financially responsible for any Excessive Damage done to turf in any Town venue or Town property adjacent to the venue if caused by Vendor, Vendor's agents, or employees. Turf damage fees are due within 10 days of Vendor notification. "*Excessive Damage*" in this section shall mean: (1) any damage that necessitates permanent replacing of the turf, (2) divots of over twelve (12) inches square and over one half (1/2) inch deep that remove the grass or ground cover, (3) and any other damage that requires filling or recovering. Matting of the grass in the Town venue is not considered Excessive Damage. Assessment and enforcement of turf damage will be solely at the discretion of Management.
- b. When the turf to be replaced is over 1 square foot to 100 square feet, there will be a flat assessment of \$55.00 per Location (in this section, "*Location*" is defined as the area of Excessive Damage caused by Vendor, Vendor's agents, or employees). When the turf to be replaced exceeds 100 square feet, the assessment per location will be \$55.00 plus \$.60 per square foot.

15. CAUSES FOR AGREEMENT TERMINATION:

- a. It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to the Town and Management, in the event of any breach or failure to perform by Vendor one or more of the terms and conditions of this Agreement, the Town and Management may terminate this agreement by so notifying the Vendor and may refuse to allow the Vendor to take possession of the premises or if Vendor is already in such possession, may stop all activities of Vendor on premises and oust Vendor from the premises. The Town and Management, its agents, or employees shall in no way be responsible for the Vendor for carrying out the actions authorized by this paragraph. The waiver by Town and Management of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.
- b. The Town and Management reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by the Town and Management, its agents or police officers, the Vendor hereby waives any right or claim for damages against the Town of Haymarket and Management or any of its agents or employees.
- c. Should the premises be made impractical for use by any cause, the Town and Management may, at its discretion, terminate and void this Agreement, and the Vendor expressly waives any and all claims for damage or loss of profit or other compensation, foreseeable or unforeseeable, should this Agreement be so terminated.

16. GOVERNING LAW AND CHOICE OF FORUM:

- a. This Agreement and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be litigated, if at all, in and before a state court located in the County of Price William in the Commonwealth of Virginia or a federal court located in the Eastern District of Virginia, and any appropriate appellate court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.

17. HAZARDOUS MATERIALS AND SITUATIONS:

- a. Vendor agrees not to bring onto the premises of the Town any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of the Town or Management. The Town or Management shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

18. TOWN NOT LIABLE FOR LOSS OR DAMAGE:

- a. The Town and/or Management shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The Town and/or Management shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. The Town and/or Management will not receive materials on behalf of a Vendor.

19. VENDOR'S RESPONSIBILITIES FOR STRUCTURES/DAMAGES/OPERATIONS AREA:

- a. Vendor specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the Town or Management, and the Vendor shall be responsible for any damage to the premise and to the Town or Management's property caused by such acts of the Vendor or Vendor's agents, employees, patrons, or guests, whether accidental or otherwise. Vendor further agrees that all properties and decorations brought onto premises will be removed immediately following the activity.
- b. Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to this concession area. To this end, Vendor will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

20. APPROVAL OF ADVERTISING AND DECORATIONS:

- a. Vendor agrees to have all of its advertising and booth decorations approved by the Town and/or Management prior to its release and/or display. Vendor shall not promote, display, or distribute promotional material or signage for any corporate identity, company, or product other than those dictated and allowed by the Town and/or Management.



Christmas and Holiday Event Vendor Agreement

Booth Assignments: A booth space consists of approximately a 10'x10' area, unless otherwise noted. Booth assignments will be made on December 1, 2023, by 4:00pm. Assignments are based on space requirements, vendor type and products to be exhibited. All table and exhibit matters must fit within the dimensions of the allocated space. Obstruction of walkways or general view of the event will not be allowed. **Other competing exhibitors not participating in the Christmas and Holiday Event are strictly prohibited.** Any plans for specially built displays must be submitted in writing to the Town for approval 30 days before the Christmas and Holiday Event. No vehicles may be parked at the booth space, unless specifically requested and approved at the time of application submission.

Disclaimer: Booth space locations are subject to change to meet the demands of the event. If the vendor does not fit into the space purchased on the day of the event **no exceptions will be made.** **Additional space WILL NOT be available for purchase on the day of the event.**

Disclaimer: **Sale of any health products is permitted only for vendors who have all the required Federal and State licenses and can produce those to the Town.**

Payment/Cancellation Policy: All applications shall be submitted and approved by Town Hall Staff prior to being invoiced by the Town. The Town will send an invoice to the applicant and the applicant will have 5 business days to submit payment for the event, all payments must be paid in full by November 16, 2023. The application will NOT be complete until payment is made. **Please note your application is not complete until payment and both application pages are received.** **All cancellation requests must be made in writing no later than November 27, 2023. No refunds will be given after November 27, 2023. There will be no refunds due to weather – this is a rain or shine event.** There is a returned check administrative fee of \$30.00 regardless of reason.

NOTE: Vendors will receive more details via email regarding the setup, booth location, etc., as the event gets closer. Thank you.

*****I have read and agree to the terms and conditions of the Vendor Agreement*****

Signature: _____ Date: _____

Print Name: _____

Please submit the completed Application and Agreement in order to be accepted for the event. You will be invoiced once your application is approved. Retain a copy of this Agreement for your records.

Event Point of Contact – Rachel Sawyer at 571-486-0658 or events@townofhaymarket.org

Office Use ONLY –RECEIPT OF PAYMENT AND APPLICANT AGREEMENT

Date Received: _____ Payment Received: _____

Vendor Type: _____

Application approved by: _____

BOOTH ASSIGNMENTS WILL BE ANNOUNCED ON December 1, 2023, BY 4:00PM