

**ONE CITY, ONE  
CELEBRATION  
2019 INSTRUCTIONS ON  
HOW TO APPLY**

Newport News Parks, Recreation & Tourism  
700 Town Center Drive, Suite 320  
Newport News, VA 23606  
Phone (757) 926-1400



Applicants will be evaluated for demonstrated leadership and organizational ability based upon other successful activities, including prior festival participation. Newport News Parks, Recreation & Tourism strives for menu diversity, festival spirit, and menu quality when selecting food booth operations, as well as striving to reduce menu duplication and maximize sales for all food vendors. For this reason, we reserve the right to *delete proposed menu items from selected food booth applications*. Applicants shall be given the opportunity to accept the deletions, to make mutually agreeable substitutions, or to withdraw from the selection process without penalty. The applicant must provide food booth service for the *entire festival*, based on the estimates of anticipated attendance of 3,000.

Menu boards with prices **MUST** be displayed throughout the Festival. **ALL MENU ITEMS MUST BE SOLD AT THE FULL PRICES DESCRIBED ON THE VENDOR'S APPLICATION. VENDORS ARE NOT PERMITTED TO ACTIVELY CANVAS FOR CUSTOMERS; "HAWK," OR OTHERWISE APPROACH OR LOUDLY ADVERTISE FOR SALES, AND DISTRIBUTION OF PRINTED ADVERTISEMENTS AND COUPONS IS NOT PERMITTED. ALL SIGNAGE MUST REMAIN WITHIN THE BOOTH SPACE ALLOCATION.**

All serving equipment, tables, signs, and supplies must be contained within the booth space allotted. It is the responsibility of each vendor to continually clean up the booth and the area surrounding the booth; each vendor shall leave the area in the same condition as when they arrived. No trash, waste products, gray water, grease, etc., may be dumped anywhere on Festival grounds. **SHOULD THIS REQUIREMENT NOT BE MET, A \$250 CLEAN UP FEE WILL BE CHARGED.**

<b>READ</b>	Read all information contained in this packet <i>carefully!</i>
<b>DEADLINE</b>	Your application must be postmarked on or before Friday, January 18, 2019.
<b>APPLY</b>	Complete <b>TWO COPIES</b> of the <i>Application</i>
<b>AGREE</b>	Complete <b>TWO COPIES</b> of the Food Vendor <i>Agreement</i> , which must be signed by an authorized representative for your business. We reserve the right to reject any applications and offers. Upon acceptance of the Agreement by the City of Newport News, evidenced by execution of the Agreement by an authorized representative of the City, and return of the Agreement (with modifications, if applicable), the Food Booth Agreement shall become a binding contract.
<b>PAY</b>	<i>There is no vendor or electric fee to participate in this event.</i>
<b>MAIL</b>	Mail two copies of the Application, two copies of the Agreement to: Special Events, Newport News Parks, Recreation & Tourism, 700 Town Center Drive, Suite 320, Newport News, VA 23606.
<b>RECEIVE</b>	You will receive <i>confirmation</i> from us if chosen as a vendor (usually within the same week as the deadline), along with one signed set of your approved applications and agreements (with modifications, if applicable). Should your application not be accepted, you will be notified.
<b>COMPLY</b>	Once you are accepted, you are responsible for obtaining the necessary "Temporary Restaurant Permit" from the Peninsula Health Department, located at 416 J. Clyde Morris Blvd., Newport News, VA 23601, phone (757) 594-7340. Your food contract will be void if you do not have a Temporary Restaurant Permit. If you do not have the permit, you will be asked to leave the event site.  <i>You must send a copy of the "Temporary Restaurant Permit" to Newport News Parks, Recreation &amp; Tourism, 700 Town Center Drive, Suite 320, Newport News, VA 23606, at least one (1) week prior to the event. Faxed copies are also accepted at (757) 926-1460.</i>
<b>INSURE</b>	Vendors must also carry proper liability insurance, adding "The City of Newport News" and "Flat Out Events, LLC" as additional insureds, and other co-sponsors and partners as announced. <i>You must send a copy of your Certificate of Insurance to Newport News Parks, Recreation &amp; Tourism, 700 Town Center Drive, Suite 320, Newport News, VA 23606, at least two (2) weeks prior to the event. Faxed copies are also accepted at (757) 926-1460.</i>

**ONE CITY, ONE  
CELEBRATION  
2019 FOOD VENDOR  
APPLICATION FORM**

Newport News Parks, Recreation & Tourism  
700 Town Center Drive, Suite 320  
Newport News, VA 23606  
Phone (757) 926-1400



**PLEASE MAIL SIGNED AGREEMENT AND APPLICATION TO THE ADDRESS SHOWN ABOVE. APPLICATIONS MUST BE POSTMARKED ON OR BEFORE FRIDAY, JANUARY 18, 2019.**

FOOD VENDOR'S INFORMATION	
Business/Restaurant Name:	
Authorized Representative/Contact's Name:	
Mailing Address:	
Telephone Number:	
Contact's E-Mail Address:	
Soc Sec # OR Federal Tax ID #:	
Nonprofit or charitable purpose (if any; if nonprofit status is applicable, please provide official proof of that status/501-c-3 certification)	

Proposed Menu (must list in detail and <b>include prices</b> ):	
Proposed Runner Sample Item:	

Proposed cooking equipment (gas grill, microwave, etc.):	
Proposed uniform/costume (if any):	
Proposed booth decoration (if any):	
Number and source of available workers:	
Previous major activities and any fund-raising efforts which demonstrate capability to conduct a Festival Food Booth:	
Additional information which you feel may be relevant to your selection as a Food Booth Vendor:	

<p>Will you require electricity for your booth? A maximum of two (2), 30-amp circuits is provided (please bring your own extension cords as needed); no personal generators permitted. There is no charge for electrical service. <b>If you plan on plugging into power supplied by the City, you will need to be compatible with and be able to plug into a GFI cord. If your booth is a trailer, and does not have a standard plug, you will need to supply the size needed to pair up with our equipment.</b></p>	<p>Yes _____ No _____</p>
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Sketch a detailed layout of Food Booth, including location of cooking equipment, serving area(s), washing station(s), etc.:

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<b>FOR OFFICE USE ONLY</b>			
Postmark Date	Fee Received With Application/Reference	Date Insur Cert. Rec'd	Date Health Permit Rec'd

**ONE CITY, ONE CELEBRATION  
2019 FOOD VENDOR  
AGREEMENT**

Newport News Parks, Recreation & Tourism  
700 Town Center Drive, Suite 320  
Newport News, VA 23606  
Phone (757) 926-1400



**THIS IS AN AGREEMENT, between the City of Newport News, Virginia ("City")**

**And \_\_\_\_\_ ("Vendor"):**

1. **Formation and Nature of Agreement** This Agreement shall become a contract between the Vendor and the City upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this Agreement, the City agrees to allow Vendor to operate a food booth, once selected, at the "One City One Celebration" sponsored under the auspices of the Department of Parks, Recreation & Tourism for the City of Newport News. The Vendor agrees to operate the booth and to otherwise perform in accordance with this Agreement. Neither this Agreement nor performance by the Vendor under this Agreement shall create any rights in Vendor to operate a food booth at subsequent festivals.
2. **Use of Booth** The booth shall be used exclusively for the sale of food and beverage products on the menu described in the application attached to this Agreement, and at the prices described in the application. Upon written request of the Vendor, submitted to the City not less than 30 days prior to the beginning of the Festival, the City may, by written consent, approve the sale of goods other than approved menu items. It is the intention of the parties that the sale of goods other than approved menu items be restricted except where compelling circumstances warrant approval by the City. Accordingly, the City reserves the right, in its absolute discretion, to disapprove the sale of any goods at the booth other than approved menu items. Without limitation of the foregoing, the Vendor shall not use the booth for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth.
4. **Sanitation and Clean-Up** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The City shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the City.  
  
NOTE: Unless otherwise provided by the City, Vendor shall provide containers for disposal of cooking oils used. The Vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of each day. Vendor shall not dispose of its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public. Vendor shall provide adequate workers or volunteers for clean-up of the booth area and the general Festival grounds in accordance with regulations and directions provided by the City.
5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
  - (a) **Deadlines** Vendor shall comply with all deadlines for organization and performance of the food booth operation as established by the City.
  - (b) **Cooperation** Vendor shall cooperate with the City in planning and conducting the Festival. The City will evaluate the performance of the Vendor in accordance with regulations and procedures established by the City.
  - (c) **Number of Servings** The Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period. Estimated attendance is 3,000.
  - (d) **Compliance with Regulations and Directions** Vendor agrees to comply with all regulations promulgated by the City, including those regulations attached to this Agreement. The City reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor. The Vendor shall be bound to all such regulations provided that such regulations are made generally applicable to all other food booth operators similarly situated.
  - (e) **Security** Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
6. **Equipment and Supplies** City shall provide electrical (if requested on application form) and water service in accordance with directions and regulations provided by the City, if available.

Vendor shall provide all necessary propane and other fuel other than the electrical power utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating the food booth.

7. **Assignment of Booth Space** Vendor consents to assignment of booth space by the City at such location as the City may determine. The City reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths at any time prior to the beginning of the Festival.
8. **Application and Other Information** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the City in connection with this Agreement, are complete and accurate. Except upon prior written consent of the City, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the City.
9. **License** The right given by the City to the Vendor to operate the food booth is a license and shall not create any rights in the Vendor as a tenant.
10. **Delegation and Assignment** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The City may delegate and assign its duties and rights to such committees for representations as the City shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the City of its liability for nonperformance of its duties.
11. **Relationship of Vendor and City** The relationship of Vendor and the City under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the City to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the City.
12. **Force Majeure** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented. Refunds for vendor fees paid will not be issued for any reason as listed above as a matter of policy by the City of Newport News.
13. **Limitation on Liability** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
14. **Default** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
15. **Joint Vendors** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
16. **Waiver of Liability** The sponsoring organization or business shall indemnify and hold the City of Newport News, Flat Out Events, LLC, and other announced co-sponsored partners harmless from all claims which may be brought by its workers against the City of Newport News, arising out of the vendor's activities in this event.
18. **Insurance** Prior to performance under this agreement, the Vendor shall provide certificates of insurance to the City Attorney's Office or the Office of Risk Management and the representative of the City handling the contract. Such certificates of insurance shall evidence that not less than thirty (30) days' prior written notice will be given to the Office of Risk Management and the City representative in the event of modification, cancellation, or non-renewal of any such insurance coverage.

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement," attached "Instructions on How to Apply," and "Events & Festivals Application Form" IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: \_\_\_\_\_ For \_\_\_\_\_ (Business name)  
 By \_\_\_\_\_ (Individual's signature)  
 Its \_\_\_\_\_ (Individual's title)

Date: \_\_\_\_\_ By \_\_\_\_\_ (City representative's signature)





## Newport News One City Marathon

**“You’ve never been welcomed like this”**

Join us March 3, 2019, for the “One City, One Celebration,” at the Superblock, feet away from the finish line, from 8:00 a.m. – 2:00 p.m. We are celebrating five years in 2019 and have added a half marathon! Guests will enjoy music, a variety of local foods, beer, activities, and runner relaxation area. Guests can also enter to win a variety of prizes throughout the day. This event is free, open to the public, and heavily advertised in the Hampton Roads area.

The City is looking for the best food trucks in the region, and there is no vendor fee to participate. Due to the timing of road closures for runners, trucks would need to be in place and ready to sell at 7:00 a.m., but are encouraged to sell breakfast items during this time— staff and volunteers arrive at 5:00 a.m., and are hungry by 7:00 a.m.! In addition to selling their regular menu, each vendor is required to provide one “runner’s sample” menu item for runners, volunteers, and race staff. This can be any food item—a slider, a cup of soup, a taco, a side dish, slice of pizza, etc. Be creative! Runners, volunteers, and staff will be given vouchers for the “runner’s sample.” All vendors will be reimbursed \$3.50 per voucher collected to help cover your costs. Vendors will also be promoted through associated social media outlets for the race—great regional exposure!

Please consider joining us for this unique, signature event for the City of Newport News!

