

830 Poquoson Avenue Poquoson Virginia 23662

757-868-3580 Fax 757-868-3585

Dear Food Vendor:

It is with great enthusiasm that we announce that applications are now being accepted for the 43rd Annual Poquoson Seafood Festival. The Seafood Festival is a yearly tribute to the working watermen of Hampton Roads presented by the City of Poquoson Office of Community Recreation, and many volunteers. First held in 1981, the festival has become an annual tradition featuring outstanding local and regional musical entertainment, over 160 arts and crafts attractions, dozens of exhibitors, and a variety of delicious seafood. The 2025 dates and times are:

| Friday, October 17, 2025 | 4:00 p.m 9:00 p.m.* |
|----------------------------|-----------------------|
| Saturday, October 18, 2025 | 10:00 a.m. - 9 p.m. |
| Sunday, October 19, 2025 | 11:00 a.m 5:00 p.m.* |

^{*}New for 2025

If you would like to apply as a vendor for this year's festival, please read all the information carefully and fill in the enclosed application form. *All applications and vendor fees are due for consideration by Monday, June 2, 2025*. Acceptance letters will be mailed out the week of July 10, 2025. We hope you will join us in celebrating the 43rd Annual Poquoson Seafood Festival.

Enclosed are the following:

- Booth, Facility & Rules Information
- 2025 Food Vendor Application
- 2025 Food Vendor Agreement

Please contact me at 757-303-1363 if you have any questions.

Sandy May Vendor Coordinator

43rd ANNUAL POQUOSON SEAFOOD FESTIVAL BOOTH, FACILITY & RULES INFORMATION Page 1

- •The Poquoson Seafood Festival Committee evaluates Food applications and selects participants for inclusion in the event. The Festival continues to be built on non-retail participation and these groups are encouraged to apply. Although retail vendor space is available, it is limited. The Poquoson Seafood Festival's mission is to "Honor the Working Watermen of the Chesapeake Bay and the Heritage of Poquoson". The Festival is a non-alcohol, family-oriented, family-focused event and these factors are considered when vendor selection is determined. *Vendor applications are considered on a space-available basis with preference given to Poquoson residents and Poquoson businesses prior to the June 2nd deadline.* The City of Poquoson reserves the right to accept or deny vendor participation in the event for any reason. Prior participation in the event is not a guarantee of any future participation. Decisions on acceptance are final and appeals for participation will not be granted.
- •Sponsorships are also available for Retail Businesses who would like to promote their goods and services at the Poquoson Seafood Festival. Likewise, sponsorship opportunities have a limited availability and are subject to Festival vending rules and guidelines as well.
- •Vendors will not be allowed to remain in the park overnight. For a list of nearby motels and telephone numbers, contact *Sandy May, Vendor Coordinator*, at 757-303-1363.
- •Poquoson Seafood Festival reserves the right to amend menus and/or deny the sale or distribution of any item it deems inappropriate or in duplication for the Festival.
- •If the event is cancelled because of inclement or hazardous weather, no refund will be issued after acceptance and no credit will be given toward future events.
- •Spaces are cleared areas, pre-assigned, and measure 20 ft. x 20 ft. Each vendor may request a maximum of 2 spaces side by side. Any requested overages will be charged an additional fee. Overages that occur after setup at Festival will be assessed a fee commensurate with size and disruption of site plan as determined by Vendor Coordinator. Acceptable structures are frame tents, trailers, wooden stands with tops and counters, or push carts. All other structures must be approved by *August 1*, *2025*. Dining flies and tarps are not allowed. Tent stakes of any kind are prohibited in the food pavilion and other paved areas. Vendor agrees to erect and dismantle any structures used in assigned space. Poquoson Seafood Festival reserves the right to reassign booth locations at any time prior to the beginning of the Festival.

Set-up hours are as follows: Thursday, October 16th, 8:30am-5pm and Friday, October 17th, 8am-Noon. We encourage vendors to set up as early as Thursday, October 16, 2025. Trailers must be in place by Thursday at Noon. The remaining vendors should be set-up no later than noon on Friday. Vehicular access to Festival may be denied after Noon on Friday. Vendor cooperation during setup with the Festival staff is essential to place everyone in a timely manner. Vendors must be ready for operation by 3:00 PM Friday, 9:00 AM Saturday, and 10:00 AM Sunday. All booth service vehicles must be moved from the Festival grounds by 9AM on Saturday and 10AM on Sunday. We reserve the right to restrict vehicle access further in advance of opening to ensure patron safety. Vendors must be ready for fire and health department inspections by 1pm Friday. We are unable to allow later set-up.

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- •All electrical cords must be marked with vendor tags provided by Festival staff. Unmarked electrical cords will be removed from the power source. If electricity and/or water are required, each vendor must provide two (2) 100 ft. extension cords and food grade water hoses. Fees are discussed on the Vendor Application. Accurate information helps us to provide for each vendor's electrical needs. **Personal generators or generators in trailers will not be allowed. No exceptions.**
- •Vendors must maintain the booth and surrounding area in conformity with all applicable sanitary and health laws and regulations. Poquoson Seafood Festival is not responsible for booth trash removal. Vendor must use roll-off dumpsters in The Public Works parking lot and not those provided for the general public. **The timely removal of all trash is the responsibility of the Vendor.** Containers will be provided for cooking oil and wastewater disposal. Vendors must use gray water disposal containers. Vendors should provide their own disposal containers for charcoal. Because of fire hazards, it cannot be disposed of in trash dumpsters.
- •Vendors are not permitted to actively canvas for customers; "hawking," or otherwise approaching or loudly advertising for sales and distribution of printed advertisements and coupons are not allowed. All signage must remain within the booth space allocation.
- •Vendor is required to mark with bright colors any wires/ropes extending from their concession and to have their concession accessible or to make appropriate accommodations for patrons with disabilities.
- •All structures, tents, etc. must be dismantled and removed by 8:30 PM, Sunday evening. Sandy May, Vendor Coordinator, will check your site before departure. Your cooperation at this time with the Vendor Coordinator is essential to move everyone as efficiently as possible. Failure to comply will result in vendor privileges denied at the 2026 Festival.
- •Each vendor will receive two (2) parking passes for admission into Vendor Parking. Additional passes are not available. *Vendor parking passes are for Vendor Parking area only. There is no handicapped vendor parking on Municipal Drive or within the festival grounds.* Off-site paid parking is only a short distance away at Poquoson High School. Any vendors with staff parking needs above the 2 passes are responsible for parking their staff in general paid parking during the operational times of the festival. No vehicles are permitted in the festival area during festival hours. The Festival Committee reserves the right to remove all vehicles from Festival grounds by noon on Friday to facilitate set-up. You will be responsible for any towing fee or parking fines if you park illegally.
- •There is limited reserved parking for units used to store supplies and food. They must be requested in advance on the Vendor Application form, should this be requested. Requests will be considered on a first-come, first-served basis and as available basis. You will be notified in your acceptance letter if there is space for your unit or additional space request. There will be no spaces available the day of the Festival, and nothing will be provided unless noted on your original application.

PROHIBITED ITEMS & BEHAVIOR

Violations will result in termination of vendor privileges for 2025 and/or vendor will be banned from future Poquoson Seafood Festivals. The following are prohibited:

- •As an exhibitor or food booth exhibitor no amplified sound is permitted.
- •If you are a new vendor, you must submit a picture of your booth with the application form.
- •Although security is provided, Poquoson Seafood Festival assumes no responsibility for lost or stolen articles, or damage to persons or property.

PROHIBITED ITEMS & BEHAVIOR Page 2

- Dumping of cooking oil and dishwater in other than Festival designated containers.
- •Consumption or possession of alcohol or controlled substances on Festival grounds.
- •Two vendors operating out of one booth (as decided by the Festival Staff).
- •Dirty or unkept booth or employees or any health department violations.
- Pets, skateboards, in-line skates, bicycles or tricycles in Festival Area.
- Improper or hazardous disposal of charcoal.
- •Language or behavior that is not appropriate for the family-oriented Festival.
- •Participants/Exhibitors displaying a stationary position in an area that is not approved on the 2025 Poquoson Seafood Festival site plan. Amplification of sound by food or kiosk vendors is not permitted.

Fire Code Compliance Vendor Requirements

Poquoson Seafood Festival food vendor booths, will be inspected Friday afternoon at approximately 2pm by the Fire Inspector prior to the start of the festival. Following this initial inspection all vendors are subject to random inspection throughout the weekend. Festival food vendors and food vendor staff agree to comply with the following regulations:

- Every booth must have an up to date and appropriate (Type K) fire extinguisher on site, secured and ready for inspection.
- All food tents must be flame resistant and show visual proof of NFPA701 Compliance. It is
 required this certificate be included with your vendor application. Any tent that does not have proof
 of compliance will not be permitted and will be removed from the Festival Food Court Area.
- All propane tanks must be properly secured throughout the duration of the event. All gas regulators must face the service area of the booth and not the public side of the booth.
- Booth set-up and design must have an unobstructed entry and exit for staff or service personnel.
- Should an identified violation at your space be determined by the fire inspector you agree to immediately correct said violation or be subject to closure and/or removal from the Festival grounds.
- No trucks, to include food trucks, or service trucks will be allowed within 20 feet of any cooking area during the Festival event operational period.
 - Loading and unloading times will be strictly enforced.
- Supply trailers that utilize cold reefer freezing mechanisms and run on diesel fuel will not be allowed within the Festival grounds or within 20 feet of your booth, per the Fire Inspector.
- Freezers that run only on electricity will be permitted; if they run on a combination of diesel fuel be advised that these also will not be permitted.
- No cooking is permitted inside storage/supply trailers.
- No portable generators will be permitted for use by food vendors or exhibitors.
- Trailers utilized for food service and preparation must have proof and current inspection for hood systems and fire suppression systems.
- Vendors agree to comply as directed within the rules as defined by the Code of Virginia for Fire Safety and will comply with the City of Poquoson on-site fire inspection staff at all times.
- Vendors who utilize a "food truck style operation" with a gasoline engine will not be permitted space in the food court area of the festival. All applicants are subject to review of operation due to fire safety requirements at the event. Independent generators gas or diesel will not be allowed for operations at the event.

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Food Vendor Insurance Requirements

If you are accepted as a vendor for the Poquoson Seafood Festival, you will be required to forward proof of Festival insurance and a Health Department Vending Certificate to the Poquoson Seafood Festival Office by **August 15, 2025**. The certificate must cover the vendor for \$1,000,000 of product liability and \$1,000,000 of general liability and must clearly state: "The Poquoson Seafood Festival, the City of Poquoson, its employees and volunteers are listed as additional insured."

Submitting an Application and Payment

The application, completed agreement and vendor fee is due no later than **June 2, 2025** and delivered to:

POQUOSON SEAFOOD FESTIVAL c/o City of Poquoson Community Recreation 830 POQUOSON AVENUE POQUOSON, VIRGINIA 23662

Acceptance: Upon acceptance into the Poquoson Seafood Festival, a participation confirmation letter will be mailed out the week of **July 10, 2025**.

Payment can be made via check or credit card (2.5% credit card convenience fee). Call Parks & Recreation at 757-868-3580 for credit card by phone. A \$25.00 service charge will be assessed for any returned check. Make all checks Payable to Poquoson Seafood Festival, City of Poquoson.

Non-Discrimination: The City of Poquoson and the Poquoson Seafood Festival shall be in compliance with all applicable federal and state laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or veteran status.

43rd ANNIVERSARY POQUOSON SEAFOOD FESTIVAL FOOD VENDORS – OCTOBER 17-19, 2025

FOOD VENDOR APPLICATION – Page 1

(Please Print or Type)

| Business Name | | | | |
|---|--------------------------------------|-------------|--|--|
| Contact Person | | | | |
| Address | | | | |
| City | State_ | Zip | | |
| Email | Day Phone | Night Phone | | |
| Business Status: Profit | Non-l | Profit | | |
| Self-Contained Unit (size) | Tent (size) | | | |
| Supply Truck Parking Yes (St Trailer Length if applicable (to include | | | | |
| New Vendor for 2025:yescertification copy of tent NFPA701 Co | | | | |
| MEN All items must be list | U & PRICES ted. Attach a sheet if | needed. | | |
| (1) | (2) | | | |
| (3) | (4) | | | |
| (5) | (6) | | | |
| SIDE ITEMS | | | | |
| (1) | (2) | | | |
| (3) | (4) | | | |

The vendor fee includes water, the provisions of the condiment booth, and one 20 ft. by 20 ft. space. Specific fees for additional space and electricity follow. Any additional requirements and fees will be determined on a case-by-case basis.

Condiments included in the fee are **catsup**, **cocktail sauce**, **tartar sauce**, **mustard**, **vinegar**, **mayonnaise**, **and hot sauce**. No individually packaged condiments will be permitted. All other condiments provided by the vendor must be offered in bulk form with dispenser approved by the Health Department. The condiment booth will also distribute **napkins**, **salt and pepper**.

FOOD VENDOR APPLICATION – Page 2

(Please Print or Type)

TETE

Select the Space that applies to your business:

| | FEES | | |
|---|---------------------|----------------------|--|
| Space Fees – 20' x 20' space and number of spa | ces (Max. 2) | | |
| Poquoson School Sponsored Student Gro | | = | |
| 1 | σαρ ψ173.00 X | | |
| Poquoson Civic, Religious, or | 427 7.00 | | |
| Political Organizations | \$375.00 x | = | |
| Basic electricity is included for Poquoson Stud Organizations | dent, Civic, and Re | eligious & Political | |
| Poquoson Commercial | \$ 1,300.00 x | = | |
| Non-Resident Commercial | \$ 1,700.00 x | = | |
| Space Fee – Additional 10' minimum frontage (Subject to Availability) | \$750.00 | | |
| Electricity fees - Maximum of 300 watts of ligh | nting/booth | | |
| 2-20 Amp Circuits (4 – Cords) | _ | = | |
| Additional 20 Amp Circuits | , <u>+</u> | | |
| (Subject To availability) | ¢ 150 00 V | = | |
| | \$ 130.00 A | _ | |
| 30 Amp – Limited Availability and | | | |
| Subject to Prior Approval | \$ 350.00 X | = | |
| Total | \$ | | |
| Last year you usedcircuits. (If applicable) | | | |

FOOD VENDOR INSURANCE REQUIREMENTS

If you are accepted as a vendor for the Poquoson Seafood Festival, you will be required to forward proof of Festival insurance and a Health Department Vending Certificate to the Poquoson Seafood Festival Office by August 15, 2025. The certificate must cover the vendor for \$1,000,000 of product liability and \$1,000,000 of general liability and must clearly state: "The Poquoson Seafood Festival, the City of Poquoson, its employees and volunteers are listed as additional insured." Email certificates maysandymay@aol.com or Gretchen.Gochenour@poquoson-ya.gov

FOOD VENDOR PAYMENT

If you are a new vendor, you must submit a picture of your booth with the application form. The application, agreement and vendor fee must be received no later than **June 2, 2025** and delivered to:

POQUOSON SEAFOOD FESTIVAL 830 POQUOSON AVENUE POOUOSON, VIRGINIA 23662

Payment can be made via check or credit card (2.5% credit card convenience fee). Call Parks & Recreation at 757-868-3580 for credit card by phone. A \$25.00 service charge will be assessed for any returned check. Upon acceptance into the Poquoson Seafood Festival, a participation confirmation letter will be mailed out the week of July 10, 2025.

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I certify that the information I have provided within this application is true, accurate, and correct and that I understand the **BOOTH, FACILITY & RULES INFORMATION** provided in this application.

Further, I certify that my business or organization representatives of the participating business or organization listed on this application will abide by all **BOOTH**, **FACILITY & RULES INFORMATION** at the 2025 Poquoson Seafood Festival.

My representatives and I agree to hold harmless the City of Poquoson, the Poquoson Seafood Festival, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with my participation with the Poquoson Seafood Festival.

I understand neither this Agreement nor performance by the Vendor under this Agreement shall create any future vending rights to operate a food booth at subsequent festivals.

I understand that once I have been accepted into the festival there will be no refund of my vendor fee. If I am not accepted as a vendor at the Poquoson Seafood Festival my fee payment will be returned to me. I also understand that cashing of my check does not constitute acceptance into the festival.

As a vendor, and at all times during the term of this agreement my business or organization will remain in compliance with all applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of my business or organization under this Agreement. Without limitation of the foregoing, Vendor shall at all times comply with all state and local health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth. Vendor will pay all applicable local taxes and fees.

I understand that I am responsible for limiting the size of my booth area to the size approved by the Food Vendor Coordinator prior to the Festival. I understand that I am responsible for properly parking my vehicle(s) and trailer unit during the festival.

I understand that I must abide by the rules set down for electrical usage, water usage and disposal, and disposal of trash and that if I do not, any environmental fines resulting, to include clean-up costs, will be assessed accordingly to my business or organization. These rules are clearly referenced in the **BOOTH, FACILITY & RULES INFORMATION of this packet.**

I understand that Poquoson Seafood Festival has the right to prohibit any items for sale or distribution in the Festival Grounds it deems inappropriate for the event or harmful to the ecological environment of Poquoson Municipal Park and my organization will comply with their decision.

I understand that the sale or distribution of bumper stickers, latex balloons, and t-shirts are not permitted in the festival grounds because of ecological and litter concerns. Any and all T-shirt sales must be approved in advance and the festival reserves the right to deny sale of these products specifically. I understand that failure to adhere to this rule will result in the termination of my participation in the 2025 Poquoson Seafood Festival and possibly future festivals.

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I understand that food and beverage prices will be posted in a prominent location for both patrons and Festival staff to view. I also understand all posted prices must represent final price to include tax and convenience fee if applicable.

I understand the Poquoson Seafood Festival has the right to reject my vendor application for any reason.

I understand that by submitting this vendor application with my signature below I agree with all elements of this agreement and those provided in the **BOOTH**, **FACILITY & RULES INFORMATION** provided with the application.

My business or organization will provide certificates of insurance as described and on time as noted in the **BOOTH, FACILITY & RULES INFORMATION.** Failure to provide the necessary insurance can result in cancellation of this agreement and prohibition from vending at the 2025 Seafood Festival. No refund will be provided for failure to provide insurance.

| Signature (Failure to Sign Voids | Application) | |
|----------------------------------|--------------|------|
| Print Name Clearly | | |
| Organization/Business | | |
| Date | | |