757-868-3580 Fax

Fax 757-868-3585

#### Dear Non-Food Vendor/Exhibitors:

It is with great enthusiasm that we announce that applications are now being accepted for the 42<sup>nd</sup> 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 2024 dates and times are:

Friday, October 18, 2024	5:00 p.m 10:00 p.m.
Saturday, October 19, 2024	10:00  a.m. - 9  p.m.
Sunday, October 20, 2024	12:30 p.m 6:30 p.m.

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 are due for consideration by June 3, 2024. We hope you will join us in celebrating the 42<sup>nd</sup> Annual Poquoson Seafood Festival.

## Enclosed are the following:

- Booth, Facility & Rules Information
- 2024 Non-Food/Exhibitor Vendor Application
- 2024 Non-Food/Exhibitor Vendor Agreement

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

Sandy May Vendor Coordinator

# 42<sup>nd</sup> ANNIVERSARY POQUOSON SEAFOOD FESTIVAL BOOTH, FACILITY & RULES INFORMATION Page 1

- •The Poquoson Seafood Festival Committee evaluates Vendor applications and selects participants for inclusion in the event. The festival continues to be built on both retails, and 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 3<sup>rd</sup> 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. Explosive devices, weapons, firearms, knives will not be sold or distributed at the Festival. Vapes, vape oils, CBD oils or products or similar, and/or tobacco products or smoking paraphernalia will not be accepted for consideration.
- •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 10 ft. x 10 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, 2024*. 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 17<sup>th</sup>, 8:30am-5pm and Friday, October 18<sup>th</sup>, 8am-Noon. We encourage vendors to set up as early as Thursday, October 17, 2024. 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 4:00 PM Friday, 9:00 AM Saturday, and 11:30 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 2pm Friday. If you are unable to be in place by Noon on Friday please notify Sandy May so arrangements can be made.
- •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 2025 Festival.

# 42<sup>nd</sup> ANNIVERSARY POQUOSON SEAFOOD FESTIVAL BOOTH, FACILITY & RULES INFORMATION

#### Page 2

- •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.
- •Each vendor will receive two (2) parking passes for admission into Vendor Parking upon set-up unless requested of Sandy May. Additional passes are not available. *Vendor parking passes are for Vendor Parking areas only. There is no handicapped vendor parking for the event. For those with needs above 2 passes*, Off-site paid parking is only a short distance away at Poquoson High School. 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. Vendor Parking Passes will not be supplied to the vendor contact until completion of set-up by the Vendor Chairperson.
- •There is limited reserved parking for units used to store supplies and food. They must be requested and approved in advance on the Vendor Application form. Requests will be considered on a first-come, first-served basis. You will be notified in your acceptance letter if there is space for your unit. There will be no spaces available the day of the Festival and nothing will be provided unless it is noted as a request with your application.
- •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.
- •Portable toilet facilities are available on the Festival grounds.

#### PROHIBITED ITEMS & BEHAVIOR

Violations will result in termination of vendor privileges for 2024 and/or vendor will be banned from future Poquoson Seafood Festivals. The following are prohibited:

- •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 (service animals only permitted), skateboards, in-line skates, bicycles or tricycles in Festival Area.

# 42<sup>nd</sup> ANNIVERSARY POQUOSON SEAFOOD FESTIVAL BOOTH, FACILITY & RULES INFORMATION Page 3

# PROHIBITED ITEMS & BEHAVIOR (continued)

- •Improper or hazardous disposal of charcoal, cooking items, or embers, etc.
- •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 2024 Poquoson Seafood Festival site plan.
- Amplification of sound is not permitted by an Exhibitor's Booth at any time.

## **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, 2024**. 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 and completed agreement, with payment must be received no later than June 3, 2024 and delivered to:

# POQUOSON SEAFOOD FESTIVAL 830 POQUOSON AVENUE POQUOSON, VIRGINIA 23662

Acceptance: Upon acceptance into the Poquoson Seafood Festival, a participation confirmation letter will be mailed by early July 10, 2024. A \$25.00 service charge will be assessed for any returned check. Your vendor fee is non-refundable after acceptance notification.

**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.

# 40<sup>th</sup> ANNIVERSARY POQUOSON SEAFOOD FESTIVAL VENDORS – OCTOBER 18-20, 2024

# **VENDOR APPLICATION – Page 1**

(Please Print or Type)

Address			
Address			
City	S	tate	Zip
Email	Day Phone	Night	t Phone
Business Status: Profit	N	Ion-Profit	
Self-Contained Unit (size)	T	ent (size)	
Supply Truck Parking Yes (S Trailer Parking length to incl			
New Vendor for 2024:yes	no		
	SED SALE ITEM	IS	
All items must be lis	sted. Attach a she	et if needed.	
(1)			
	_ (2	2)	
(1)	_ (2	2) 4)	
(1)	(2 (4 (6 FEES	2) 4) 5)	
(1)	(2	2) 4) 5) 2)	
(1)(3)(5)ace Fee – 10' x 10' space and number Poquoson Student	(2	2) 4) 5) 2)	
(1)		2) 4) 5) 2) 150.00 x	
(1)		2) 4) 5) 2) 150.00 x 275.00 x	= =
(3)		2) 4) 5) 2) 150.00 x 275.00 x	= =
(1)	(2 (2 (6 FEES of spaces (Max. 2 \$ \$ uoson Student, C	2)	= = ous & Political
(1)		2)	= =

All other electricity fees - Maximum of 300 watts of lighting/booth

### **VENDOR APPLICATION – Page 2**

2-20 Amp Circuits	\$125.00 X=
Additional 20 Amp Circuits	
(Subject To availability)	\$ 125.00 X=
30 AMP – Limited Availability and	
Subject to Prior Approval	\$250.00 X=
Total	\$

#### **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, 2024. 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." These can be emailed to Gretchen.Gochenour@poquoson-va.gov or to Sandy May at maysandymay@aol.com

#### **VENDOR PAYMENT**

The application and agreement must be received no later than **June 3, 2024** and delivered to:

# POQUOSON SEAFOOD FESTIVAL 830 POQUOSON AVENUE POQUOSON, 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.

Acceptance: Upon acceptance into the Poquoson Seafood Festival, a participation confirmation letter will be mailed by July 10, 2024. **Your vendor fee is non-refundable after acceptance notification.** 

# 42<sup>nd</sup> ANNIVERSARY POQUOSON SEAFOOD FESTIVAL VENDOR AGREEMENT- page 1

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 2024 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. I understand that failure to adhere to this rule will result in the termination of my participation in the 2024 Poquoson Seafood Festival and possibly future festivals.

I understand that 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.

# 40<sup>th</sup> ANNIVERSARY POQUOSON SEAFOOD FESTIVAL VENDOR AGREEMENT- page 2

I understand prices will be posted in a prominent location for both patrons and Festival staff to view. I understand that all posted prices must represent the final price to include any taxes or convenience fees to include those for credit card purchases.

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 2024 Seafood Festival. No refund will be provided for failure to provide insurance.

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