



## Department of Parks and Recreation Special Event Vendor Rules and Regulations

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*\*Please review all rules and regulations prior to applying for the 2019 event season.\**

### **APPLICATION & ACCEPTANCE**

1. Completing an application does not guarantee acceptance. Do not send in the vendor fee with your application.
2. An acceptance letter will be sent out via e-mail stating which dates you are accepted for and all corresponding invoices for event vendor fees.
3. Each Vendor is responsible for applicable sales tax and business licenses. Contact the Suffolk Commissioner of the Revenue office at 757-514-7260 for forms and information.

### **EVENT SET-UP & DURING EVENT**

1. Vendor will be provided a vendor space approximately 10' x 10', and vendor must bring all tables, chairs, canopies, and other equipment needed for its space.
2. Vendor must maintain booth and surrounding area in a neat and professional manner with regard to appearance.
3. Vendor is required to mark with bright colors any wires/ropes extending from tent and tents should be anchored to withstand the elements. (Tent stakes may be used at Constant's Wharf Park and Bennett's Creek Park.)
4. Vendor may only display those items included and approved in their application. Any changes to listed display items must be submitted to the department of Parks and Recreation for approval.
5. Food vendors must provide a fire extinguisher, minimum of a 2A 10-B.C. portable unit.
6. Event Staff reserves the right to review all displays throughout the event to ensure all regulations are being followed, and to refuse any items considered unsuitable or inappropriate. The following are prohibited:
  - a. Consumption or possession of alcohol or controlled substances in park;
  - b. Dirty or unkempt booth or employees including any health department violations;
  - c. Language or behavior not appropriate for a family event;
  - d. Weapons, or items which can be classified as weapons;
  - e. Other violation of the rules and regulations provided.
7. Vendor must be prepared with sufficient inventory to display for the duration of the Event and must preside over its booth. No early shut-downs or late arrivals permitted.
8. Subletting of vendor space is prohibited.

9. Vendor understands that if the event is canceled by the City of Suffolk due to inclement or hazardous weather, a refund will be issued. If the event is not cancelled, but the vendor chooses not to show, no refund will be issued.

### **RELEASE AND WAIVER**

Vendors, themselves and their heirs, personal representative or assigns, do hereby release, waive and forever discharge the City of Suffolk, its Council members officers employees, and agents for liability from any and all claims, demands rights and causes of action of whatever kind resulting in, but not limited to, bodily injury, personal injury, accident or illness (including death), and property damages sustained by us and our agents, representatives, employees, or family.

### **INDEMNIFICATION**

Vendors shall, during the term of the contract, indemnify and hold harmless the City of Suffolk , its Council members, officers, employees, and agents from any and all losses, damages, claims, fines, penalties, suits and costs, including injury or death of any persons, or damage to or loss of property, as well as fines, assessments and penalties imposed by any authority which arise out of all violation of law by, and all acts and omission of the vendor, employees, customers, or representatives occurring in connection with the products and services of said vendor.