



Vendor Application and Agreement

Completion of this form does not guarantee your place in the 2023 Fun Filled 4th Event. We will reach out to you if you have been selected to participate with more information proceeding the event and payment instructions.

Event Information

Date: Tuesday, July 4th, 2023

Time: 3:00 PM – 9:00 PM

Set-up and Check-in: 12:00 PM – 2:00 PM

Vendors must check in with the Event Coordinator on site before beginning set-up

Tear down: 9:00 PM – 11:00 PM

Location: Regency Furniture Stadium- North grass lot (3rd base side)

Address: 11765 St Linus Dr, Waldorf, MD 20602

Event Coordinator: [Rachel Williams](mailto:Rachel.Williams@CharlesCountyMD.gov), 301-752-6946

Food Vendor Fee: \$100 - due upon application approval

Non-Food Vendor Fee: \$50 - due upon application approval

Non-Profit Fee: waived (must provide proof of not-for-profit status)

Vendor application and agreements are due to WilliamRA@CharlesCountyMD.gov by **June 20, 2023**.



Event Rules & Regulation

- A. **The event will be held rain or shine** on the date and time listed under 'Event Information.' There are no rain dates. Vendors are responsible for protecting their equipment and/or merchandise from inclement weather. Event cancelation from inclement weather will be announced by the Event Coordinator when necessary.
- B. Event set-up may only take place during the times listed under 'Event Information' and must be completed before the start of the event.
- C. Event tear-down may only take place during the times listed under 'Event Information' or with prior written approval via email by the Event Coordinator.
- D. **Vendors must check in with the Event Coordinator on site before beginning set-up.**
- E. A (1) vendor limit on the number of vendors allowed per company (LuLaRoe, Pampered Chef, Tupperware, etc.) will be enforced.
- F. Vendors will be selected by Charles County Government Tourism Staff. Businesses owned and operated in Charles County will be given preference. Charles County Tourism reserves the right to approve or reject any vendor application for any appropriate reason.
- G. Food vendors must hold an active license issued by the Charles County Health Department to operate a temporary food booth, a temporary food establishment, or a food service establishment. Food vendors must also hold a Certificate of Insurance per the Charles County Health Department and have a copy on hand during all event hours. By participating in this event, vendors understand that they are subject to an inspection by the Health Department; vendors found to be not in compliance will be asked to leave and no fee refund will be granted upon their expulsion due to their failure to pass the inspection conducted by the Health Department.
 - a. Please refer to the [Charles County Health Department](#) for more information and resources.
 - b. The Certificate of Insurance must:
 - i. identify Charles County Government (200 Baltimore St, La Plata, MD 20646) as an additional insured; and
 - ii. be provided prior to the event.
 - c. The following insurance coverages must be listed on the Certificate of Insurance:
 - i. Commercial General Liability (including products liability);
 - ii. Automobile Insurance (including trucks and trailers, if applicable); and
 - iii. Worker's compensation insurance (if vendor has employees).
- H. Food Vendors are required to provide a copy of their food license to the event coordinator at least one week prior to the event either via this form or email.
- I. Vendors must leave the space assigned to them in an acceptable manner, in as clean and orderly or cleaner and more orderly than it was upon arrival. Charles County Tourism reserves the right to bar any vendor from future events for violating this rule. Please use the County-provided trash and recycling receptacles to keep the assigned area clean and orderly.
- J. Potable (drinking) and gray (waste) water, as well as any evacuated grease must be disposed at an approved commissary, depot, and/or county/municipal/state facility, such as the Mattawoman Treatment Plant.
- K. Vendors are required to have an attendant at your space during all event hours as listed under 'Event Information.'

- L. Vendors are limited to a 10' x 10' rental space unless otherwise requested and approved via the Vendor Application form.
- M. Charles County Tourism shall not be responsible for providing tables, chairs, and other similar items to vendors for them to conduct their respective businesses at the event. Additionally, there will be no access to electricity. Vendors must provide their own tables, chair(s), generators, and tents (if desired). Tents must be secured in such a way as to not damage the ground below (i.e. weighed down); tent spikes are not allowed.
- N. All items being sold must be new, clean, and sanitized.
- O. Charles County Tourism shall not be responsible for supplying cash and other legal tender to enable vendors to make change. Vendors must supply their own legal tender to make change and are encouraged to offer cashless options for shoppers when possible.
- P. Vendors must specify the exact items they will be selling, exhibiting, promoting, or distributing at the event on the Vendor Application & Agreement. Charles County Tourism reserves the right to remove items and/or ask the vendor to leave the event if items are not previously specified and/or items that are deemed, in the sole discretion of Charles County Tourism, to be controversial in nature (i.e., not family-oriented) are present at the event.
- Q. Vendors must not engage in any illegal activity of any kind.
- R. Spaces are non-transferable and cannot be resold. Vendors shall not sublet the assigned space or any portion of it without prior approval of Charles County Tourism.
- S. The sale or use of alcoholic beverages is prohibited.
- T. Smoking and tobacco use of all types prohibited: 1) On county park property, within 100 yards of any organized activity; or 2) In a restroom, at a spectator or concession area, dog park or playground in any county park.
- U. Vendor Photo Release: By applying for and participating in the event, vendors hereby authorize Charles County Tourism and its staff, employees, agents, and/or representatives to take photographs and video recordings of vendor's booths. All photographs and video footage shall be the sole property of Charles County Government and may be used by Charles County Government in any manner without further obligation owed to the vendor.
- V. Vendors shall indemnify and hold harmless Charles County Government and its officers, agents, employees, and volunteers acting on behalf of Charles County Government free from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, and/or judgments, including attorneys' fees, resulting from injury to or death of any person or damages to property of any kind, which injury, illness, death, or damage arises out of, or is in any way connected with the performance of the work under this agreement. This agreement shall apply to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, including acts or omissions of the Vendor's agents, employees, or suppliers. The Vendor also shall hold Charles County Government harmless from any and all claims or liens for labor, services, food, or materials furnished by the vendor in connection with this event. This agreement shall not be applicable to injury, death, or damage to property arising from the sole gross negligence or sole willful misconduct of Charles County Government, its officers, agents, and employees acting on behalf of Charles County Government.
- W. Vendors, their employees, and their agents must take appropriate measures to prevent damage to the location and real property located thereon as a result of any level of participation in the event. Vendors shall be liable for any damage caused by their staff, employees, and agents in

connection with their participation in the event, including all costs of cleaning and all repairs to sidewalks, streets, and other property. Property damage by any vendor may result in the exclusion of that vendor from subsequent events.

- X. The Charles County Government including its officers, agents, employees, and volunteers assumes no responsibility of any kind for insurance on behalf of any vendor or exhibitor. Vendors are responsible to maintain all required insurance of whatever nature, including but not limited to, general liability insurance and worker's compensation insurance (should the vendor have employees) at the vendor's own expense and initiation. Should the vendor not have worker's compensation insurance, a Maryland Worker's Compensation Commission Sole Proprietor form should be completed.
- Y. Should a disagreement arise as to the interpretation of the rules and regulations specified herein, the governing interpretation shall be that of Charles County Government and its employees, representatives, and/or agents; all decisions of Charles County Tourism Staff resulting hereinafter shall be enforceable accordingly.
- Z. Any violation of any of these rules or regulations or of applicable law will result in the forfeiture of the assigned vendor space and/or removal from the event. By signing the Vendor Application and Agreement, the vendor expressly agreed to waive any right to recourse or to demand refund or to claim damages on such grounds.

I have received, read, and agree to the Event Rules & Regulations

Vendor Name: _____

Print Name: _____

Signature: _____ Date: _____

Vendor Application

Vendor Name: _____

Vendor Type

_____ Food Truck/Booth \$100

_____ Non-Food Vendor Booth \$50

_____ Non-Profit (fee waived- must provide proof of non-profit status)

Vendor Offerings:

Contact Name: _____

Contact Email: _____

Contact Phone: _____ (to be used day of event)

Website: _____

Space request (size of truck or booth): _____ ft x _____ ft

Vendors are limited to a 10' x 10' space unless otherwise requested here and approved via email by the Event Coordinator.

Would you be interested in doing a radio or TV appearance? _____ Yes _____ No

Food Vendors Only

_____ I have included my certificate of insurance additionally insuring Charles County Government (200 Baltimore St, La Plata, MD 20646) per section G with this application.

_____ I have included a copy of my license to operate a food booth granted by the Charles County Health Department or proof that I have applied for a one-day event license with this application.

Application Notes

- If you would like to be potentially included in our marketing please include pictures of your truck, booth, and/or products for sale with your application.
- Questions? Contact Rachel Williams at WilliamRa@CharlesCountyMD.gov

Vendor application and agreements are due to WilliamRA@CharlesCountyMD.gov by **June 20, 2023**.