

## **Rules & Regulations**

- 1.** No refunds will be given for any reason 5 business days before the event.
- 2.** Vendors are responsible for protecting your merchandise from inclement weather.
- 3. There will be no access to electricity.**
- 4.** Vendors must leave the space assigned to them in an acceptable manner. "Acceptable" shall mean in as clean and orderly or cleaner and more orderly than it was upon arrival of the vendor. Charles County Parks 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.
- 5.** **Portable (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.**
- 6.** Charles County Parks shall not be responsible for providing tables, chairs, and other similar items to vendors for them to conduct their respective business at the event. Additionally, there will be no access to electricity. Vendors must provide their own tables, chairs, 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**.
- 7.** **The sale or use of alcoholic beverages is prohibited.**
- 8.** **You must not engage in any illegal activity of any kind.**
- 9.** Spaces are non-transferable and cannot be resold. You may not sublet your space or any portion of it.
- 10.** **No alcoholic beverages and no smoking (including e-cigarettes; vapes).** This includes your rental space, any park field, and parking lots. Tobacco use of all types, including but not limited to smoking, is prohibited on County Park property, within 100 yards of any organized activity; or in a restroom, at a spectator or concession area, dog park, or playground in any County Park.
- 11.** Vendors, their employees, and their agents must take appropriate measures to prevent damage to the property, both real and personal, 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.
- 12.** 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 at the vendor's own expense and initiation; such insurance shall include but be not limited to the insurance required pursuant to this agreement such as general liability insurance and worker's compensation insurance (should the vendor have employees). Should the vendor not have worker's compensation insurance, a Maryland Worker's Compensation Commission Sole Proprietor form should be completed.

- 13.** 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 Parks Staff resulting hereinafter shall be enforceable accordingly.
- 14.** 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 the claim damages on such grounds.
- 15.** Neither Charles County Department of Recreation, Parks and Tourism or its partnering agencies, employees, and volunteers, are liable for any damage to or destruction of any exhibit, booth, vehicle or other vendor space from any cause whatsoever, or for the theft or disappearance from any vendor space of any property contained in or about the exhibit area or for any loss you may sustain.
- 16.** You and your employees and agents are required to take appropriate measures to prevent damage to the property as a result of your participation in the event. You will be liable for any damage caused by you and your employees and agents in connection with your participation in the event, including all costs of cleaning and all repairs to sidewalks, streets, and other property. Property damage by any vendor will result in the exclusion of that vendor from subsequent events.
- 17.** The Charles County Department of Recreation, Parks and Tourism and its partnering agencies assume no responsibility of any kind for insurance on behalf of any vendor or exhibitor. You are responsible for maintaining all required Insurance of whatever nature, including but not limited to, liability insurance and worker's compensation insurance, at your own expense and initiation.
- 18.** Your reservation will be held on the date and time that has been approved. In the event of unfavorable weather conditions, the reservation will be cancelled. Vendors are responsible for protecting their equipment and/or merchandise from inclement weather, if you choose to still hold your reservation.
- 19. Vendors must check in with the Park Staff on site before beginning set-up.**
- 20. Event set-up shall take place during the times listed under your reservation. Vendors shall not show up before this reserved time.**

- 21.** A one (1) vendor limit on the number of vendors allowed per company. This means if you are requesting a reservation date that has been approved for a similar food truck vendor, we reserve the right to deny your request.
- 22.** Vendors will be selected by Charles County Government Parks Staff. Businesses owned and operated in Charles County will be given preference. Charles County Parks reserves the right to approve or reject any food truck vendor reservation request for any appropriate reason.
- 23.** 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 requesting a reservation for a Charles County Park, food truck 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](https://www.charlescountyhealth.org/food-applications-2/) (<https://www.charlescountyhealth.org/food-applications-2/>) for more information and resources.
  - b. The Certificate of Insurance must:

    - i. identify Charles County Government (200 Baltimore Street, 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).
    - iv. If you do not have workers compensation insurance, you will need to fill out the attached sole proprietor form.**
- 24.** Food Vendors are required to upload all forms listed above for review upon requesting a reservation. Failure to do so could result in the reservations not being approved.
- 25.** Food Truck Vendors are required to have someone in the food truck space for the duration of your reserved time.
- 26. Food Truck Vendors will be given a designated space upon entering the park location pertaining to their reservation. Please make sure to arrive at scheduled times, as a park staff member will be onsite to show the designated space to park.**
- 27.** Charles County Parks 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.

**28.** Food Truck Vendors must specify the exact items they will be selling or distributing on their reservation request. Charles County Parks reserves the right to remove items and/or ask the vendor to leave if items are not previously specified and/or items that are deemed, in the sole discretion of Charles County Parks, to be controversial in nature.

**29.** 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.

**30.** By signing the Vendor Application & Agreement, you agree not to hold Charles County Parks/Government, its employees, and volunteers, responsible for any accident or injury incurred during this event. You further agreed to hold Charles County Parks/Government employees and volunteers, harmless from and against any and all claims, demands, damages, and actions.

#### **Interpretation of Rules**

- The interpretation of all rules and regulations is the sole responsibility of the Charles County Department of Recreation, Parks and Tourism staff shall be final and enforceable.
- Your violation of any of these rules or regulations or of applicable law will result in the forfeiture of your space and your removal from the event. By signing the Vendor Application and Agreement, you are agreeing to abide by the event rules and regulations and to waive any right to recourse or to demand refund or to claim damages on such grounds.