



## Palatine Park Food Vendor Agreement

*Marion County Commission/Marion County Parks and Recreation Commission  
Required for all food, beverage & retail vendors.*

Single events (except July 4th & special events listed)	\$50
July 4th	\$250
Season June—September (Except events special identified on last page.)	
Contact organization listed to request participation)	\$500

Date(s) Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Business or Organization: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Contact: \_\_\_\_\_

Menu and photo of your set-up must be included with your submission.

Will you be using Propane? Yes \_\_\_ No \_\_\_

Vendor must be prepared for inspection 1 hour before event.

\*\*\* A committee has been formed consisting of representatives from MCPARC and the County Commission that will determine the vendors needed for each event. The committee will distribute vendor participation equally and will take into account menu variety and event needs. MCPARC reserves the right to decline any or all vendor requests at any given event with the consent of the vendor committee.

**INSURANCE:**

Each individual vendor setting up on Marion County/City property is required to maintain a comprehensive public liability insurance policy for personal injury or death and for property damage during their time at the specific event. Insurance is required with minimum policy limits of **one million dollars (\$1,000,000.00)** for bodily injury or death to one or more persons in any one accident or event, and **fifty thousand dollars (\$50,000.00)** for damage to property resulting from any one accident or event,.

**The policy must include naming MCC/MCPARC, their employees, agents, volunteers and officers additional insured as pertains to the insured's participation in (Event Name).**

**VEHICLE REGULATIONS:**

- No vehicles permitted on-site while event is in progress at any time! All vehicles must leave the site no later than 30 minutes prior to start of event and cannot return to the site until 30 minutes after end of event. Vehicles will be allowed in parks on designated driving paths only. No vehicles will be allowed in the park during the event hours without permission from the Event Organizer.
- Vendor is responsible for the replacement of any bollards/barricades when entering and leaving site. Vendor will be held fully responsible for any personal injury and property damage or death resulting from failure to comply with this regulation and agrees to indemnify and hold harmless MCCC/MCPARC, their employees, agents and officers from any liability and or expense, including attorney's fees, resulting there from.
- Maximum time vehicle allowed on-site - 30 minutes.

**ELECTRICAL INSTRUCTION:**

Power is not available at most stations. If power is available in your area, Vendor shall operate no instruments, appliances, machinery, equipment, or other objects requiring electricity except as specifically set out herein; No connections or combinations of connections can exceed 20 amps. No vendor is permitted to connect power until authorized on-site by an Event Organizer representative.

**VENDOR'S EQUIPMENT:**

- The Vendor shall provide a fully charged and UL approved Fire extinguisher in any tent or constructed booth used by the Vendor during the hours of operation.
- All equipment must meet all West Virginia Occupational Safety and Health standards.
- Unless otherwise indicated by the event organizer, the Vendor is responsible for providing:

GROUND COVER

Power Cable

Ice

Umbrellas for pushcarts   Interior tent lights   Booth signage & decorations   All hand tools & carts   Tables & chairs   Countertops & coverings

**FIRE SAFETY REQUIREMENTS:****Tents:**

- All tents are to be anchored to withstand the elements of weather and collapse
- A 12 ft. firebreak shall be maintained between all cooking tents
- Tents shall be labeled and certified as flame resistant. A flame retardant certificate shall be kept on site and available to the fire official
- Combustible materials (hay, mulch, straw, shavings, etc.) shall not be located in any tent.

**Cooking:**

- All cooking appliances or any devices with open flames or heating elements must be on the outer edge of the tent, preferably the rear or sides of the tent.
- All electrical appliances shall be installed & maintained in accordance with good fire safety practices.
- Tent flaps/side curtains may not be down while cooking appliances are in use
- Extension cord shall be of the three prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage

Turkey fryers are NOT permitted on MCC/MCPARC property

- The vendors need to take safety precautions to keep the public from accessing hot cooking surfaces, open flame/heating elements, steam tables or other cooking areas. They may use tables, screens, etc
- Trailers with a range hood system is required to have a 40BC extinguisher
- You are NOT to wash down greasy equipment such as deep fat fryers on site causing waste run off into the storm drains and grassy areas.

The dirty cooking equipment shall not be washed over the storm drains, with hoses in the grass or in the middle of walk ways.

- Charcoal grills shall be used outside the tent area and on a flat, stable non-combustible surface.
- Cooking tents will either have 1- 40BC or K type extinguisher location accessible and visible to all occupants of the tent for immediate use. All areas with "pig cookers" shall have a fire extinguisher. The extinguishers must have current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.
- The event organizer shall have proper containers for waste water and grease. You will be responsible to clean up over flow & spillage if it occurs when using these containers. Please alert the event organizer if you notice these containers getting full because it is their responsibility to get these dumped.

**Tanks:**

- LP tanks must be kept 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be "leak tested" before lighting appliances. The use of long matches or electric matches is recommended to light appliances. Cooking appliances must have the 10 ft propane lines on them. No other type may be used.
- All compress gas containers must be secured against falling. (Tie down, tie together, inside a container, rack or secured to a post). The tanks must be on a firm, stable, flat surface. LP appliances may not be unattended while in use.

#### **MARION COUNTY, WV HEALTH DEPARTMENT:**

- (1) Vendor must obtain permit to operate from the health department at least 48 hours prior to the event.
  - (2) Failure to show permit upon set up may disqualify the vendor.
  - (3) Should health department suspend permit to operate, vendor must immediately vacate the area.
- Overhead Protection: All food preparation and service as well as cooking and washing equipment shall be located inside a permanently covered cart or trailer or protected from overhead debris by a tent or temporary membrane structure. For temporary membrane structures, you must have flame retardant certificate on-site.
  - Potable Water Source: Food-grade hoses with appropriate backflow devices are necessary if accessing a City water supply. Well water is not considered a potable source without a recent acceptable bacteriological result from a certified laboratory.
  - Hand washing Station: A hand washing station is required in a location immediately accessible to the food handlers. Heated running water, hand soap, paper towels, and wastewater catch basin must be provided at the hand washing station.
  - Refrigeration/Hot Holding: Sufficient refrigeration and hot holding facilities shall be provided and include metal stem thermometers.
  - Food/Ice Protection: All food and ice shall be protected as follows:
    - covered and stored off the ground & served with long-handled utensils or scoops
    - Protected from customers by at least 30" separation. No self-service buffets or condiments allowed.
  - Utensil Washing: Three (3) separate bins, ample enough to submerge the largest piece of equipment for washing/rinsing/sanitizing, must be provided and kept under cover. Hot water is required for washing utensils, etc.
  - Sanitizer: Chlorine bleach or quaternary ammonium tablets with corresponding chemical test kit shall be provided. A wiping cloth bucket should be provided with a sanitizer solution.
  - Hair Restraints: Hair restraints shall be worn by all food service workers.
  - Solid and Liquid Waste Disposal: Waste water shall not be dumped on the ground or in drains. Vendors must collect waste water in covered containers.
  - Ground Cover: Food vendors must supply a ground cover under all equipment and food service operations. The Fire Department has approved the use of roofing felt paper for this purpose. Combustibles such as grass carpet, paper products, hay, straw, and wood shavings are not acceptable for use as ground cover. Concerns involving unique cooking equipment where the open flame or heating device is close to the ground should be addressed to the Fire Department.

#### **PROFESSIONAL CONDUCT AND CONCESSION APPEARANCE:**

No activities in violation of federal, state, or local laws shall be permitted on the premises; and it shall be the responsibility of the Vendor to enforce this provision. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activity presented by the Vendor on the premises; and nothing shall be presented, used, or sold that is contrary to law or prohibited by Marion County.

#### **LICENSE, PERMITS, TAXES, FEES:**

The Vendor shall obtain, at his own cost, any license or permits as may be required by law, and shall pay all taxes, fees and charges prescribed by Federal, State, and local laws, ordinances, and regulations in connection with Vendor's use of the premises.

Vendor shall meet the requirements of West Virginia and The Marion County Health Dept. for participation in an event.

**COPYRIGHT INFRINGEMENT ACTIONS:**

Should Vendor present or allow the presentation of any composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless MCC/MCPARC, their agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

**INSPECTION AND ENTRY:**

MCC/MCPARC reserves the right to inspect the premises and Vendor's operation during the term of this agreement and for that purpose its duly authorized representatives may enter upon said premises and Vendor's operation at any time and on any occasion without restriction.

**NO ASSIGNMENT:**

Vendor shall not assign the whole or any part of this Agreement nor the premises without the prior written consent of MCC/MCPARC.

**TURF DAMAGE:**

Vendors will be held financially responsible for any damage done to turf in any MCCC/MCPARC venue. Turf damage fees are due within 10 days of vendor notification.

When the turf to be replaced is 100 square feet or less, there will be a flat assessment of \$55.00 per location. When the turf to be replaced exceeds 100 square feet, the assessment per location will be \$55.00 plus \$.60 per square foot.

**CAUSES FOR AGREEMENT TERMINATION:**

It is expressly understood and agreed that, without prejudice to any rights and remedies that may be available to MCC/MCPARC, in the event of any breach or failure to perform by Vendor one or more of the terms and conditions of this Agreement, MCC/MCPARC may terminate this agreement by so notifying the Vendor and may refuse to allow the Vendor to take possession of the premises or if Vendor is already in such possession, may stop all activities of Vendor on premises and oust Vendor from the premises. MCC/MCPARC, its agents, or employees shall in no way be responsible for the Vendor for carrying out the actions authorized by this paragraph. The waiver by MCCC/MCPARC of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term.

MCCC/MCPARC reserves the right to evict any objectionable person or persons from any portion of the facility, and upon the exercise of this option or authority by MCC/MCPARC, its agents or police officers, the Vendor hereby waives any right or claim for damages against MCCC/MCPARC or any of its agents or employees.

Should the premises be made impractical for use by any cause, MCC/MCPARC may, at its discretion, terminate and void this agreement, and the Vendor expressly waives any and all claims for damage or loss of profit or other compensation should this agreement be so terminated.

**HAZARDOUS MATERIALS AND SITUATIONS:**

Vendor agrees not to bring onto the premises of MCC/MCPARC any material, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to or death of, any person on such premises, or which is likely to constitute a hazard to property thereon, without prior written approval of MCC/MCPARC. MCC/MCPARC shall have the right, in its sole discretion, to refuse to allow any such material, substances, equipment, or object to be brought onto its premises and the further right to require immediate removal therefrom if found thereon.

**PROHIBITED PRACTICES:**

- No driving on grass at any time
- No fires except in approved grills or containers at approved locations
- No disposal of water, ice, grease or any liquid on grass at any time - absolutely no liquids to be poured into park drains or on pavement
- All grease and liquids (including melted ice) must be disposed of in proper on-site waste containers
- All ash, charcoal must be removed from site by vendor in covered containers
- All signs, tape, string, decorations, etc., must be removed before leaving site
- No digging holes at any time
- No strapping to permanent park fixtures, i.e., benches, trash barrels, light poles and similar items.
- Trucks and trailers may not be left parked at Palatine between events.

**MCC/MCPARC NOT LIABLE FOR LOSS OR DAMAGE:**

MCC/MCPARC shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. MCC/MCPARC shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered for the Vendor. MCC/MCPARC will not receive materials on behalf of a Vendor.

**VENDOR'S RESPONSIBILITIES FOR STRUCTURES/DAMAGES/OPERATIONS AREA:**

Vendor specifically agrees not to move onto or construct, raise or otherwise erect on the premises any tents, booths, buildings, or structures of any kind without the prior consent of the County, and the Vendor shall be responsible for any damage to the premise and to MCC/MCPARC property caused by such acts of the Vendor or Vendor's agents, employees, patrons, or guests, whether accidental or otherwise. Vendor further agrees that all properties and decorations brought onto premises will be removed immediately following the activity.

Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and adjacent to this concession area. To this end, Vendor will provide trash bins as receptacles for its own use and for the use of its patrons, within its premises.

**APPROVAL OF ADVERTISING AND DECORATIONS:**

Vendor agrees to have all of its advertising and booth decorations approved by the event organizer and/or MCC/MCPARC prior to its release and/or display. Vendor shall not promote, display, or distribute promotional material or signage for any corporate

May 28– Oct 10	Farmers Market	Tues & Thurs 4 pm-6 pm Contact Fairmont Farmers Market
June 1-2	Bass Tournament	7 am-5 pm Contact WV Bass Nation
June 8	Lucky Duck Famfest and Movie “Bumblebee”	10 am 10 pm Contact Connecting link
June 15	Songs for Paws-Marion County Humane Society	10 am—5 pm Contact MCHS
	Fiesta Latino Sabor Latino Concert	6 pm- 10 pm
June 22	Coal Heritage Festival	10 am–10 pm
June 29	Bass Tournament	7 am-5 pm Contact WV Bass Nation
July 4	Wrestling, concert, fireworks	Noon–11 pm
July 5	July First Friday	6 pm-10 pm Contact Fairmont Main Street
July 6	Father of Rock and Roll Tribute	4 pm- 11 pm
July 13	DAV Benefit concert and bike show	4 pm- 10 pm
July 20	Shakespeare play and a movie “First Man”	4 pm- 10 pm
July 27	WWW Benefit Fest 2019	12 pm-4 pm Contact Wild and Wonderful Wellness Inc
	Gregg Allman Tribute concert	4 pm- 10 pm
August 3	Kiwanis Kruz In/Mark Tucker concert	4 pm- 10 pm
Aug 8	Fuzzy Knight Film Festival	6 pm-10pm
August 10	Swing concert	4 pm- 10 pm
Aug 11	Art for Kids Day	1 pm-5 pm
August 17	Karaoke and movie “Dumbo”	4 pm- 10 pm
Aug 18	Tomato Festival	Noon
August 24	Blues Rendezvous concert	4 pm- 10 pm
August 31	Fairmont Unity Fest	Noon- 10 pm
Sept 7	Karaoke and movie	4 pm- 10 pm
Sept 14	7th Annual Home Brewers Against Hunger	12 pm Contact:Fairmont Home Brewers