

NEWPORT NEWS PARKS AND RECREATION
INSTRUCTIONS FOR FOOD BOOTH APPLICANTS
FOR THE VIRGINIA PENINSULA CAR CLUB COUNCIL'S
VIRGINIA FALL CLASSIC CAR SHOW
AT NEWPORT NEWS PARK
Saturday, October 21, 2023 and Sunday October 22, 2023

The following information is enclosed in this package:

- a) One copy of Instructions for Food Booth Applicants;
- b) One copy of Food Booth Regulations;
- c) Two copies of a Food Booth Agreement with current Fee Schedule; and
- d) Two copies of a Food Booth Application.

PLEASE READ ALL ENCLOSURES CAREFULLY
COMPLETE AND RETURN AS INDICATED

1. Fill out TWO copies of the Food Booth Application and attach one copy to each of the TWO Food Booth Agreements.
2. Insert the name of the sponsoring organization in the blanks at the top of each Food Booth Agreement.
3. An authorized representative of the applicant must sign BOTH copies of the Food Booth Agreement. The dates of execution, the title of the person signing, and the name of the sponsoring organization or business MUST be inserted at the end of each Food Booth Agreement in the blanks provided.
4. The TWO signed copies of the Food Booth Agreement, together with the attached application and check, must be received at the following address or email on or before Friday, September 29, 2023.

Park Event Coordinator
Newport News Parks and Recreation
13560 Jefferson Avenue
Newport News, VA 23603-1104
(757) 886-7912 telephone (757) 886-7981 fax
Email Lindsay Carroll at carrolllm@nnva.gov

5. Your submission of the signed Food Booth Agreement in proper form shall be an offer to enter into a Food Booth Agreement with Newport News Parks and Recreation. We reserve the right to reject any applications and offers. Upon acceptance of the agreement by the City of Newport News, evidenced by execution and return of the agreement with modifications, if applicable, by an authorized representative of the City, the Food Booth Agreement shall become a binding contract.
6. A copy of your health permit must be received by Newport News Parks and Recreation no later than Wednesday, October 11, 2023. Your food contract will be **void** if this condition is not met. Health permits may be obtained from:

Environmental Health
Peninsula Health Center
416 J. Clyde Morris Boulevard
Newport News, VA 23601
(757) 594-7340
7. Newport News Parks and Recreation will return one fully executed copy of the Food Booth Agreement with modifications, if applicable, to you upon acceptance. Should your application not be accepted, you will be notified.
8. You may receive a full refund without a penalty if written notice is received any time **prior** to acceptance by Newport News Parks and Recreation. You may **not** receive a refund if you withdraw **after** acceptance, unless modifications made to your initial proposal cannot be mutually agreed upon.

NEWPORT NEWS PARKS AND RECREATION

FOOD BOOTH REGULATIONS

VIRGINIA FALL CLASSIC

Sponsored by the Virginia Peninsula Car Club Council

I. **Mandatory Requirements for Booth Applicants**

The following requirements must be met by food booth applicant before consideration will be given to granting a Food Booth contract:

- A. Preference will be given to nonprofit or charitable organizations who submit evidence of such status with the Food Booth Application. Evidence may include an exemption letter from the U.S. Internal Revenue Service, nonprofit corporation charter, and current certificate of good standing or other satisfactory evidence certified by the officers or authorized representatives of the applicants.
- B. The applicant must provide food booth service for the entire **VIRGINIA FALL CLASSIC CAR SHOW** to be held at Newport News Park in Newport News (corner of Jefferson Avenue and Fort Eustis Blvd) **on Saturday, October 21, 2023 and/or Sunday, October 22, 2023 from 9:00 a.m. - 4:00 p.m. for show participants and 10:00 a.m. until 4:00 p.m. for spectators.**

II. **Evaluation Criteria for Selection**

- A. Applicants will be evaluated for demonstrated leadership and organizational ability based upon other successful activities, including prior festival participation.
- B. Newport News Parks and Recreation strives for menu diversity, festival spirit, and menu quality when selecting food booth operations. In addition, it strives to reduce menu duplication in order to maximize sales for all food vendors. In an effort to achieve these goals, Newport News Parks and Recreation reserves the right to delete proposed menu items from selected food booth applications. Applicants shall be given the opportunity to accept the deletions, to make mutually agreeable substitutions or to withdraw from the selection process and receive a full refund without a penalty.
- C. Newport News Parks and Recreation seeks to offer participation to a broad representation of community organizations.

III. **Booth and Sign Specifications**

- A. **Booths**
Space allocations are 15' X 15' for freestanding booths and tents, and allocations for trailers are 20' X 20'. Tents being used by vendors must be no larger than 15' X 15' and certified flame retardant (no tarps allowed). If any equipment is to be used on-site (e.g., grills, ice cream carts, etc.), it must be contained within the specified space allocation. Each vendor is responsible for the design, construction and disassembly of each booth structure as scheduled by the Festival Coordinators. Any booth that does not conform to size specifications or appearance regulations will **not** be allowed to participate in the Festival. Double spaces are available at twice the cost of a single space as described above.
- B. **Signs**
The identification sign for booth must be at least 4' X 2', made from a sturdy substance (masonite, fabric stretched on a frame) and be attractive in appearance. Menu boards with prices **MUST** be displayed throughout the Festival or your \$25.00 security deposit will be forfeited.

IV. **Clean-Up**

It is the responsibility of each vendor to continually clean up the booth and the area surrounding the booth; each vendor shall leave the area in the same condition as when they arrived. No trash, waste products, gray water, grease, etc. may be dumped anywhere on park grounds. **SHOULD THIS REQUIREMENT NOT BE MET, A \$250.00 CLEAN UP FEE WILL BE CHARGED AND PARTICIPATION IN FUTURE NEWPORT NEWS EVENTS WILL BE JEOPARDIZED.** In addition, your \$25.00 security deposit will be forfeited.

NEWPORT NEWS PARKS AND RECREATION
FOOD BOOTH AGREEMENT
VIRGINIA FALL CLASSIC
Saturday, October 21, 2023 and Sunday, October 22, 2023
from 8am until 4pm at Newport News Park

The TWO signed copies of this Food Booth Agreement, together with the attached application and a check, must be received at the by Newport News Parks and Recreation on or before Friday, September 29, 2023.

THIS IS AN AGREEMENT, between the City of Newport News, Virginia ("City"), and _____ ("Vendor").

1. **Formation and Nature of Agreement** This agreement shall become a contract between the Vendor and the City upon execution by authorized representatives of both parties. Upon formation of the contract and subject to the terms and conditions of this agreement, the City agrees to allow Vendor to operate a food booth at the **VIRGINIA FALL CLASSIC 2023**, a community festival sponsored under the auspices of the Virginia Peninsula Car Club Council and the Department of Parks and Recreation of the City of Newport News. The Vendor agrees to operate the booth and to otherwise perform in accordance with this agreement. Neither this agreement nor performance by the Vendor under this agreement shall create any rights in Vendor to operate a food booth at subsequent festivals.
2. **Use of Booth** The booth shall be used exclusively for the sale of food and beverage products on the menu described in the Application attached to this Agreement. Accordingly, the City reserves the right, in its absolute discretion, to disapprove the sale of any goods at the booth other than approved menu items. The Vendor shall not use the booth for solicitation of funds or for promotion of any other purpose apart from the sale of approved menu items and other approved products.
3. **Compliance with Laws** Vendor represents and covenants that it now is and shall at all times during the term of this Agreement remain in compliance with applicable federal, state, and local laws, ordinances, and regulations governing the rights, obligations, and performance of Vendor under this Agreement. Vendor shall at all times comply with health and safety requirements and shall obtain necessary licensing or permits for sale of food and beverages at the food booth.
4. **Sanitation and Clean-Up** Vendor shall maintain the booth and the area surrounding the booth in conformity with all applicable sanitary and health laws and regulations and shall also keep the booth and the surrounding area neat, clean, and free of accumulated refuse and debris. The City shall provide trash receptacles for use by the general public throughout the Festival area. The Vendor is responsible for disposing of all refuse and debris (gray water, grease, etc.) arising from any of the activities conducted in their booth in accordance with directions given by the City.
NOTE: Vendor shall provide containers for disposal of cooking oils used. The Vendor is responsible for the off-site removal and disposal of this oil from the Festival area at the end of the day or the vendors security deposit will be forfeited. Vendor shall not dispose its refuse (gray water, grease, etc.) in receptacles provided by the City for use by the general public. Vendor shall provide adequate workers or volunteers for clean up of the booth area and the general festival grounds in accordance with regulations and directions provided by the City.

5. **Other Duties of Vendor** In addition to duties specified elsewhere in this Agreement, the Vendor shall perform the following duties:
 - (a) **Deadlines** Vendor shall comply with all deadlines for organization and performance of the food booth operation as established by the City.
 - (b) **Cooperation** Vendor shall cooperate with the City in planning and conducting the Festival. The City shall evaluate the performance of the Vendor in accordance with regulations and procedures established by the City.
 - (c) **Number of Servings** Vendor shall have and maintain the capability to provide approved menu items to serve the appropriate number of people in attendance during the Festival period. There will be approximately **3 to 4 major food vendors** present at this event and approximately **3,000 people** are expected.
 - (d) **Compliance with Regulations and Directions** Vendor agrees to comply with all regulations promulgated by the City, including those regulations attached to this Agreement. The City reserves the right to modify such regulations or to promulgate new regulations upon notice to the Vendor. The Vendor shall be bound to all such regulations, provided that such regulations are made generally applicable to all other food booth operators similarly situated.
 - (e) **Security** Vendor shall maintain adequate security against theft, damage, and disturbance in and about the area of the booth.
 - (f) **Set-up Times and Procedures:** Event dates are **Saturday, October 21, 2023 and Sunday, October 22, 2023 from 8:00 a.m. –4:00 pm.** Set up time is 7:00 am until 9:00 am for vendors and exhibitors. Vendors shall remain onsite for the duration of the event. Vehicles cannot remain in the festival area. Vendors will be permitted to drive in to remove displays after 4:00pm (or when advised to do so by the event coordinator).
6. **Equipment and Supplies** City shall provide water service in accordance with directions and regulations provided by the City. Vendor shall provide all necessary propane and other fuel including the electrical power utilized in the preparation of food at the food booth, together with any necessary refrigeration or coolers. The Vendor shall also be responsible for all tents, tables, chairs, cooking equipment, utensils, napkins, cups, food, beverages, and all other equipment or supplies necessary for operating the food booth. **ELECTRICITY IS NOT AVAILABLE ON-SITE FOR THIS EVENT.**
7. **Assignment of Booth Space** Vendor consents to assignment of booth space by the City at such location as the City may determine. The City reserves the right, for a proper purpose, to reassign booth locations to the operators of food booths at any time prior to the beginning of the Festival.
8. **Application and Other Information** Vendor hereby certifies that the application attached to this Agreement, and all other documentation and information provided by the Vendor to the City in connection with this Agreement, are complete and accurate. Except upon prior written consent of the City, the conduct of the booth by the Vendor shall be in accordance with information and disclosures provided by the Vendor on its application and other documents submitted to the City.

9. **Reservation and Processing Fee** Upon execution of this Agreement, Vendor shall pay to the City the appropriate sum according to the following fee schedule:

Fee Schedule for Concessionaires

Commercial:

\$ 100.00 Major Food Concession*

\$ 50.00 Minor Food Concession**

\$ 25.00 SECURITY DEPOSIT (REQUIRED OF ALL FOOD VENDORS)***

Non-Profit:

\$ 50.00 Major Food Concession*

\$ 25.00 Minor Food Concession**

\$ 25.00 SECURITY DEPOSIT (REQUIRED OF ALL FOOD VENDORS)***

* A Major Food Concession is defined as anyone providing meal service (e.g., hot dogs, hamburgers, sandwiches, etc.).

** A Minor Food Concession is defined as anyone providing snacks, drinks, light refreshments (e.g., popcorn, candy apples, ice cream, etc.).

*** A security deposit must be paid by all food vendors to insure that all rules and regulations set forth in this agreement are met. If the vendor is in compliance with all rules and regulations, their security deposit will be refunded to them after the Festival has ended (approximately two weeks).

Checks should be made payable to the City of Newport News.

If accepted for the Festival, these are non-refundable reservation and processing fees (with the exception of the security deposit).

10. **License** The right given by the City to the Vendor to operate the food booth is a license and shall not create any rights in the Vendor as a tenant.
11. **Delegation and Assignment** Vendor may not assign any of its rights under this Agreement to any person. Vendor may perform its obligations through delegation to volunteers or members affiliated with Vendor, but such delegation shall not relieve Vendor of its liability for nonperformance of its duties. The City may delegate and assign its duties and rights to such committees for representation as the City shall select. Such right of delegation includes, without limitation, the promulgation of regulations and the issuance of directions to the Vendor. Such delegation shall not relieve the City of its liability for nonperformance of its duties.

- 12. **Relationship of Vendor and City** The relationship of Vendor and the City under this Agreement shall be that of independent contractors. The Vendor shall not have the authority to bind the City to any contract or agreement, nor shall Vendor represent to any person that it is the agent or representative to the City.
- 13. **Force Majeure** Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, act of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented.
- 14. **Limitation on Liability** Except as otherwise specified in this Agreement, neither party shall be liable to the other party for consequential damages, including lost profit nor revenue, for any breach of this Agreement.
- 15. **Default** Upon a material default by one party, the other party may, at any time before such default has been cured, terminate this Agreement by written notice to the breaching party.
- 16. **Joint Vendors** If two organizations will be operating a food booth under this Agreement, the term "Vendor" shall mean both of those organizations. All obligations, representations, and warranties of the Vendor shall be the joint and several obligations, representations, and warranties of both such organizations.
- 17. **Waiver of Liability** The sponsoring organization or business shall identify and hold the City of Newport News harmless from all claims which may be brought by its workers against the City of Newport News, arising out of the vendors activities in this event.

Signature of this Food Booth Agreement verifies that I have read and will comply with all regulations mentioned in the Food Booth Agreement, attached Instructions for Food Booth Applicants, Food Booth Regulations, and attached memo to Prospective Food Concessionaires.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____

With _____

By _____

Its _____

Date: _____

CITY OF NEWPORT NEWS

By _____

Its _____

**NEWPORT NEWS PARKS AND RECREATION
FOOD BOOTH APPLICATION
Virginia Fall Classic**

**October 21, 2023 and October 22, 2023
from 8am – 4pm at Newport News Park**

The TWO signed copies of the Food Booth Agreement, together with this application and a check, must be received at the by
Newport News Parks and Recreation on or before Friday, September 29, 2023

Organization/Business Name: _____

Authorized Representative: _____

Address: _____

City State Zip

Telephone Number: (Home) _____ (Work) _____

E-Mail Address: _____ Fax Number: _____

Driver's License # OR Federal ID # (should a refund be needed): _____

Nonprofit or charitable purpose (if any):

NOTE: If nonprofit status is applicable, please provide official proof of that status - e.g. 501-c-3 certification.

* * * * *

Proposed Menu (***MUST LIST IN DETAIL AND INCLUDE PRICES***):

Proposed cooking equipment for use during Festival (gas grill, microwave, etc.):

Proposed costume (if any): _____

Proposed booth decoration: _____

Number of members in organization: _____ Number and source of available workers: _____

Please check which dates you will be available:

Saturday, October 21st only

Sunday, October 22nd only

Both Dates

Do you plan to leave any equipment onsite overnight? Yes No

Previous major activities and fund raising efforts which demonstrate capability to conduct a Festival Food Booth:

Additional Information which you feel may be relevant to your selection as a Food Booth Vendor:

Sketch a detailed layout of Food Booth showing total dimensions or attach a photograph (include size of booth):

Please Check One: Trailer Tent

FOR OFFICE USE ONLY

Date Received: _____

Date Approved: _____

Amount Received: _____

Date Health Permit Received: _____