



Chester County Facilities & Parks Department

Food Vendor Guidelines & Policies ^{1/18}

Please read carefully. Submission of the Food Vendor Application does not guarantee acceptance into any event. Your signature on the application indicates that you have read and understand the information contained in this document. The County may revoke, immediately, all of the rights of the vendor, agents or employees of the vendor's booth, without a refund of fees, due to a violation of the rules set forth herein.

1. Food vendor information for Chester County events that require an application process is distributed annually. Vendor lists are revised to eliminate disinterested vendors and those the County has deemed not appropriate. Information may be obtained at www.chesco.org/parks.
2. The application must be received by the established deadline to receive full consideration. It is generally anticipated that a vendor will apply for only one space per event; however, exceptions may be made at the County's discretion. Vendor awarded more than one vending space will pay for same. In the case of identical applications from separate vendors, the one received first shall be given preference. Selected vendors will receive notice on how to proceed. Those the County does not select will also be notified. Incomplete applications will not be considered. Special requests must be in writing.
3. The County cannot guarantee space for all applicants. Consideration will be given based on event theme, space, electric needs, affordable and creative menus, and amount of duplicated products. Participation shall be awarded in the following order: 1) Vendor returning from previous year in good standing; 2) New Chester County non-profit vendor; 3) New Chester County profit vendor; 4) New non-County non-profit vendor; 5) New non-County profit vendor.
4. Unless otherwise noted, Friends of the Parks groups have exclusive rights to selling carbonated beverages at events held within their particular park. Friends groups may sell carbonated beverages at events held in parks other than their own if they are not available through the host park's Friends group.
5. The County cannot guarantee number of visitors to an event and accepts no responsibility for attendance levels.
6. Vendor shall have a license issued by, and fully comply with, the Chester County Health Department. Vendor must secure proper permits and remain in contact with the Regional Health Specialist. Vendors shall make arrangements such that separate employees handle monetary transactions and food preparation. The Health Department may be contacted at (610) 344-6225 or www.chesco.org/health.
7. Vendor awarded space must provide a current Certificate of Insurance valid for the event date showing:
 - o General liability coverage with a minimum per occurrence limit of \$1,000,000.00
 - o Worker's Compensation and Employee Liability coverage
 - o The County of Chester named as Certificate Holder and as Additional Insured
8. Vendor shall prominently list **ALL** food and beverage items being proposed to sell and the cost for each (*all beverages are considered one item*). For events with anticipated attendance over 5,000, there may be some duplication of menu items. Vendors being offered a space may request a list of selected vendors' proposed menus to determine willingness to participate.
9. The County reserves the right to reject an applicant, who in the County's sole discretion and judgment, would not provide the best available items based upon quality, price, variety and service. **Vendor may only sell items listed on the application receiving County approval, and may not change list without County consent.** If vendor is determined to have violated this agreement, he/she forfeits the opportunity to participate in future Chester County events, and may be removed from the event in progress.
10. Applicants shall provide a list of wattage and amp requirements for each appliance to be used. Failure to furnish complete information may result in the vendor's needs not being met, or withdrawal of an invitation to operate future concessions.
11. The County strives to maintain a balance of vendors and quality offerings, and is responsible for assigning spaces based on park resources and program layout. Space assignments are not definite from year to year. Requests for specific spaces will be considered, but not guaranteed. Dissatisfaction with assignment is not grounds for a refund. If vendor and designated park staff agree that the space is not suitable, accommodations may be made.
12. Booths must be maintained in a neat, safe and sanitary manner. The County may restrict vendors with respect to methods of operation and display of materials. If, for any reason, a booth or its contents is not in line with the objective and/or spirit of the event, the booth will be removed.

13. Vendor must furnish his/her own display area and provide all equipment, fixtures, overhead covering, adequate product quantity, etc. to ensure a successful operation. Set-up will take place during the hours indicated in confirmation materials. Vendor's assigned space must not interfere with adjacent spaces.
14. Booths must be open during established event hours, and shall not be dismantled until event closing time. Vendors shall remain with their assigned space and may not leave to solicit or distribute products in other areas of the park without County approval.
15. Booths must be staffed by persons 18 years or older. Children must be supervised at all times. Pets are not permitted.
16. Vendor is responsible for keeping their assigned vending area presentable, clean and hazard free. Vendor is responsible for any damage to the grounds resulting from his/her operation. No grease or gray water is to be poured onto the ground or down any drains. Vendor shall be responsible for collecting and properly disposing of trash within fifteen (15) feet of their booth. Failure to do so shall constitute valid grounds to refuse vendor to operate at future Chester County events and a penalty may be applied. Please advise park staff if assistance is needed.
17. Booths shall be removed from the premises no later than two hours beyond the event's completion unless prior arrangements have been made. Please be prepared to meet this timeframe. Upon failure to remove, the County shall notify vendor to remove property from the premises. Upon failure to do so, the County may enforce a penalty fee and has the right to remove any and all such remaining property, and to dispose of it as the County shall so decide, and not be held liable for removal by said vendor, or by any other party.
18. Vendor will be removed from event and prohibited from participating in future events if: 1) vendor buys a space to sell to another vendor; 2) vendor misrepresents the items to be sold; 3) vendor's conduct is detrimental to the best interest of the event; or 4) vendor violates any of the policies and guidelines of the County.
19. The County reserves the right to ask those who have not received an assigned space, and who are collecting funds or selling items, to leave the premises.
20. The County shall not be responsible for protection, damage and/or theft of vendor's equipment, supplies and receipts. Vendor shall take all reasonable and necessary precautions to secure goods and property. In no event shall the County accept responsibility in connection with any such loss, theft and/or damage. Park staff will be on site throughout the event and provide limited security. All injuries and safety concerns should be immediately directed to event staff.
21. The County will determine the procedure for postponement and/or cancellation of an event. If the County decides to cancel the event due to predicted forecasts, confirmed vendors will be notified once the decision is final. **For events with an established rain date, vendor shall be available on both dates.** Vendor will forfeit fee if event is postponed to rain date and he/she does not show. If event is held and vendor does not show, the County will solely determine if reason for not participating validates a refund.
22. There are no refunds for confirmed vendors unless deemed necessary by the County of Chester. The County is not obligated to refund fees for any event affected by weather unless the event is cancelled with no alternate date. Failure to notify the host park in advance of any cancellation may affect future opportunities to participate.
23. Vendor agrees to abide by all rules and regulations established by the County of Chester, and any and all local and Commonwealth laws. Failure to do so may serve as basis for immediate termination of the right to continue to sell at the function for which the space was awarded, and/or disqualification from future consideration with respect to similar contracts with Chester County.
 - Vendor will indemnify and hold the County of Chester harmless for any and all liability of the County as a result of any service at a County-sponsored event, and waive any immunity under the PA Worker Compensation Act regarding any claims by the County against the vendor. Vendor shall be considered an independent contractor. Neither the vendor nor any of his/her employees shall be considered employees of the County for any purpose.
 - Vendor hereby releases and forever discharges the County of Chester, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the vendor or any other person, persons or property, from the conduct of the organized activities, the condition of the property of the County or the actions or failure to act by the County, its agents or employees.
 - Further, vendor expressly stipulates and agrees to indemnify, hold harmless and defend the County of Chester from and against any and all claims, suits, damages (including without limitation consequential damages, losses, liability, and expenses (including but not limited to attorneys' fees) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, in any manner arising out of, or resulting from the activities of vendor.