



## 2019 Fircrest FUN DAYS Vendor Information

Fircrest FUN DAYS is now accepting applications for Artisans and Crafters, Farmers and Food Trucks. Reserve your spot now! This event features live entertainment, fireworks, vendor booths, bouncy houses, games, demonstrations and more. We are also proud to present the Kiwanis FURcrest Top Pet Contest and the First Annual Furry 4K Pet Walk.

Fircrest FUN DAYS is located at Fircrest Park in Fircrest, Washington. The main event with vendors will happen on Saturday, July 20<sup>th</sup> from 10:00 am – 9:00 pm. Friday evening will feature a Movie in the Park, 'Twilight Pedal in the Park' and field games. **Vendor booths will only be available on Saturday, July 20, 2019.**

### The 2019 Fircrest Fun Days Application is for:

- Current, renewing Vendors.
- New Vendors (applying for the first time)
- Non-Profit Community and Kids Booths

**Deadline: June 28, 2019**

### Registration fees are as follows:

**Artisan, Crafters and Local Farm Vendors:           \$35.00**

All vendors in this category must be the creators of the art or craft displayed for sale, or grow their own produce, fruit and flowers. Vendors in this category **may not** sell commercially prepared items or re-sell merchandise, or sell 'ready to eat food' items prepared in their booth.

**Commercial/Re-Sale Vendors:                           \$80.00**

This category includes product information booths, party-plan companies, insurance companies, political booths, etc. A commercial/resale vendor may include craft items in their booth.

**Food Vendors:   \$150.00**

Prepared Food Vendors shall possess and maintain all required state, county and local licenses and permits. When selecting Prepared Food Vendors, the Fun Days intends to provide a good variety of foods, provide food options to those with dietary restrictions, and to give preference to vendors using ingredients produced in Washington.

### Please review the following guidelines before completing this application.

1. Fircrest Parks and Recreation has full authority over all aspects of FUN DAYS Vendors.

2. Booth set-up is from 7:00 am to 9:30 am on Saturday, July 20<sup>th</sup>. All vendors must be completely set up and all vehicles must be off the park grass by 9:30 am. Please let us know if additional time is needed.
3. **Tear down begins no earlier than 9:00 pm** on Saturday evening.
4. All vendor space will be located on the grass field; all booth set-up and supplies, including tents, tables, and chairs are vendor's responsibility.
5. You may not reserve a specific space. The Recreation staff will be assigning spaces based on the type of booth space required.
6. Vendor parking should be done in a manner that ensures enough parking for all event visitors and participants to access our event. You will receive further instructions on parking with your confirmation letter.
7. Each vendor will operate his/her own sales.
8. No commission will be charged on sales.
9. Space rental is non-refundable.
10. Required Permits and Licenses:
  - a. Food Vendors must have a Washington State business license, or UBI # (Unified Business Identifier) to sell at PFM. Vendor's applications will not be processed without a UBI number. Vendors must keep a copy of business license on site.
  - b. Those selling ready-to-eat food or sampling food items must have Tacoma Pierce County Health Department Operating License and Food Handlers' permit on site. An approved hand washing station is also required. The Health Department does drop by to inspect booths.
  - c. Vendors are responsible for all permits and licenses required by the state, county and city applicable to the sale of their products.
11. All vendors are asked to comply with FUN DAYS policies, to treat other vendors, customers and market staff respectfully, without discrimination on any basis.
12. Any comments, complaints, or disputes that may arise should be brought to the Event Coordinator.
13. Failure to comply with policies may result in disciplinary action.
14. Smoking or vaping by Vendors is not allowed. Consumption of alcohol is allowed only in approved areas. Controlled substances, including cannabis, are prohibited.
  - 10.12.170 Smoking within city parks prohibited.
    - It is unlawful for any person to smoke or light cigars, cigarettes, tobacco, or other smoking material within all park properties, including parking lots, municipal pool, sports and athletic fields, walking trails, nature parks, and city owned gardens. The park director or city manager shall post signs in appropriate locations, prohibiting smoking in the designated smoke-free areas.
  - 10.12.180 Use of electronic smoking devices prohibited within city parks.
    - It is unlawful for any person to use an electronic smoking device within all park properties, including parking lots, municipal pool, sports and athletic fields, walking trails, nature parks, and city owned gardens. The park director or city manager shall post signs in appropriate locations, prohibiting electronic smoking in the designated electronic smoke-free areas.
  - 10.12.070 Alcoholic beverages.
    - No alcoholic beverages shall be carried, used or consumed in any area of the parks or playgrounds, except the recreation building and then only under special authorization of the parks and recreation director and in compliance with state law.
15. The Fircrest FUN DAYS is not responsible for loss or damage of property. All vendors, or vendor representatives, are responsible for any damage they may cause to the grounds, its representatives, other vendors, or customers, and are expected to work to resolve any damage claims either personally, or by providing applicable insurance information in a timely, responsible manner.
16. Insurance requirements for vendors.
 

**HOLD HARMLESS, DEFENSE & INDEMNIFICATION**

Fircrest Municipal Code 9.90.130 Indemnification. (a) Prior to the issuance of the special event permit, the applicant must agree to reimburse the city for any costs incurred by the city in repairing damage to city property occurring in connection with the permitted event.

(b) Permittee agrees to defend, indemnify and save harmless the city, its appointed and elected officers and employees from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the city, its elected officials or employees for damages because of personal or bodily injury, including death at any time therefrom, sustained by any person or persons and on account of damage to property or loss therefrom, arising out of any activity under or in connection with the special event, except only such injury as shall have been occasioned by the sole negligence of the city, its appointed or elected officers or employees.

(c) The city manager or designated appointee has the authority to require a refundable deposit as suggested by the public works department for reimbursement of the costs for cleanup services. (Ord. 1248 § 13, 2000).

Contractor agrees to defend, indemnify and hold harmless the City of Fircrest and its elected officials, officers, employees, directors, agents, volunteers, and members from any and all persons, property, facility, or entity for any occurrence on or about City property or facilities as a result of use or occupancy of the facilities, grounds or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

### **INSURANCE**

9.90.140 Insurance required.

(a) As required by the city manager or designated appointee, the permittee shall provide the city with proof of commercial general liability insurance generally in the amount of \$1,000,000 combined single limits per occurrence, and an endorsement naming the city of Fircrest as an additional insured must be provided.

(b) Certificates of insurance shall be submitted to the city for approval 14 working days prior to the event. Acceptability of insurance is subject to approval by the city's risk manager.

Contractor shall purchase and maintain a \$1,000,000 General Liability insurance policy protecting the City of Fircrest and its employees, directors, officers and members and naming them as a Primary NonContributory Additional Insured. A Certificate of Insurance will be supplied 14 days in advance of the project or event to the Fircrest Risk Manager. Limits on the policy do not relieve the Contractor/User/Renter from uninsured or additional liability.

**Please sign the attached form and return with certificate of liability.**

17. Propane appliances are allowed for cooking and heat providing a flame retardant canopy is used. Approved flame retardant documentation must include date treated, person doing work, and chemical used. Vendors must comply with all Fire Department regulations.
18. The City of Fircrest will not be responsible for loss, theft or damage done to merchandise sold under the terms of this agreement.
19. All applications received will be reviewed by staff for acceptance/decline.
20. All vendor items sold must be approved by the Parks and Recreation Department.
21. ITEMS **NOT** TO BE SOLD: BOMB BAGS, SILLY STRING, STINK BOMBS, TOY GUNS, OR ANY OTHER TOY THAT ARE SPRAYED, THROWN, OR PLACED ON THE GROUND TO DISCHARGE.
22. This is an outdoor event and will be held RAIN or SHINE.

**Space is limited and booth sites are approved and assigned by the Fircrest Parks Recreation Department. Vendors are only allowed to sell items described in detail on their agreement. Staff has the right to request removal of items not listed on agreement or deemed inappropriate for this event. (Vendors that provide a free interactive activity or give-away throughout the festival or vendors that participated in the Fircrest Holiday Bazaar and Spring Craft Fair receive \$5.00 off Fun Days Booth if registered by June 2, 2019)**

**Sign up today to ensure space for your booth at this great event.  
We look forward to seeing you at the park.**

RETURN THIS PORTION OF THIS FORM AS SOON AS POSSIBLE IN ORDER  
TO GUARANTEE A BOOTH SPACE.

DEADLINE: **June 28, 2019. Applications after this date will not be accepted.**

*I HAVE READ AND UNDERSTAND THE CONDITIONS OF THIS AGREEMENT  
AND THE REGULATIONS HEREIN AND WILL ABIDE BY THEM.*

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ City \_\_\_\_\_ ZIP \_\_\_\_\_

COMPLETE DESCRIPTION OF ITEMS TO BE SOLD \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please send registration form, certificate of insurance (if required) and payment  
by **NO LATER THAN June 28, 2019 to:**  
*(checks payable to the City of Fircrest)*

**FIRCREST FUN DAYS  
C/O FIRCREST PARKS & RECREATION DEPARTMENT  
555 CONTRA COSTA, FIRCREST, WA 98466**

*For more information, please contact:  
Judy Schmidtke, Community Events Specialist,  
Fircrest Parks & Recreation  
253.238.4166*



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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*