

**EXHIBITOR AND FOOD VENDOR
APPLICATION PROCEDURES AND
TERMS & CONDITIONS**

2020 Celebrate Fairfax! Festival Dates: June 5th – 7th, 2020

CANCELLATION and EXCLUSIONS

Once an exhibitor or vendor has been accepted, payment of fees is non-refundable. Exhibitors & Vendors are permitted to distribute and/or sell their products without limit. However, sales must be confined to the assigned booth space limits and all items to be sold must be listed on the exhibitor/vendor application and be approved by Celebrate Fairfax, Inc. (CFI). Exhibitors are not permitted to have any equipment/products outside the confines of the exhibitor's assigned space. Volunteers/staff may not stand more than 3 feet outside of their booth space without written permission from CFI. Repeated violations may disqualify the company from participating at future CFI events.

CFI may reject an application if there are too many applicants in the same category and/or selling the same products. Exhibit spaces are assigned on a first-come, first-serve basis with the best interests of the event as a priority. Exact spaces are not guaranteed from year to year, and cannot be switched after confirmed, unless approved by CFI staff.

EXHIBITOR INFORMATION

LOAD-IN and LOAD-OUT

Load-in for general exhibitors will be **Thursday, June 4th from 4pm to 7pm or Friday, June 5th from 8am to 11:30am or by appointment if approved by Monday, June 1st. Community Village exhibitors will load-in on Saturday, June 6th from 6:00am-9:00am.** All exhibitors will receive an appointed load-in time and must load-in during the allocated time. All exhibitors must be set-up by 5:00pm. Any exhibit now set up by 5:00pm on Friday (excluding Community Village exhibitors) will be considered a "no-show" and may be revoked by CFI, without refund. Overnight surveillance will be available for security purposes. NOTE: Sidewalls for outdoor canopies may be purchased for an additional fee. Attaching and detaching sidewalls are the responsibility of the exhibitor. **Sidewalls are not available for purchase after May 18th and will not be available on-site unless pre-purchased.**

Exhibitors may be able to drive to their booth space between the hours of 7am – 8:30am on Saturday of the event. No vehicles will be allowed on site after 8:30am and all vehicles **must** be off site by 9:00am. Due to a pre-event race on Sunday, we are not able to allow exhibitors to drive on-site, however exhibitors may hand truck items to their booth space between 8am-10am.

Specific procedures regarding load-in (including time and other informational materials) will be sent in exhibitor information packets no later than May 22nd.

Unless otherwise approved by CFI, all exhibits must be completely removed by 10pm, Sunday, June 7, 2020. Any items left on-site after this time will be discarded, with no compensation provided for the

items. Exhibitors who leave an excess of supplies, or trash, will be fined \$200, and maybe excluded from future CFI events.

Vehicles will be permitted to be driven on to the site beginning approximately 45 minutes after the closing of the festival (7:45 p.m.) on Sunday. Please note: to ensure the safety of pedestrians, we do not allow any cars on-site until the majority of attendees have exited the site.

ELECTRICITY

Electric power is available at an additional fee of \$150 per 20-amp outlet.

NOTE: Extension cords (no smaller than 3-wire #12 grounded and at least 50' in length) must be supplied by exhibitors to accommodate electrical services, if purchased.

Electric power must be purchased by May 22nd. Due to availability limitations, on-site electric service purchase will incur a 20% additional fee if available. All requests must be by email to vendors@celebratefairfax.com.

INSURANCE

In order to make your CELEBRATE FAIRFAX! FESTIVAL acceptance complete, you must send CFI a Certificate of Insurance (COI) no later than May 22, 2020 or within 5 days after your application is approved, whichever is earlier.

Please make sure the following information is listed on your COI:

- **Coverage Amount: \$1 million for user liability and be effective for the period of June 4-7, 2020 (this period includes set-up)**
- **Additional Insured on Policy: Celebrate Fairfax, Inc. and The County of Fairfax, Virginia**

Single event insurance may be purchased from CFI's carrier, Haas & Wilkerson for \$135 as part of this application. **Any exhibitor or vendor who is accepted to participate in the CELEBRATE FAIRFAX! FESTIVAL that fails to provide their Certificate of Insurance by May 22, 2020 may be charged a fee of \$135 to purchase insurance through CFI.**

Please note: exhibitors that fall into any, but not limited to, of the following categories or are performing any of the following activities within their booth will be charged an additional \$50 due to the higher premium CFI is charged for these types of businesses: face painting, henna, massage, chiropractic practices, mechanical or other amusements or attractions, and edible product sampling.

ADDITIONAL RULES

Exhibitors must keep their booths open and staffed during the entire event. Failure to do so may result in exclusion from future CFI events.

Exhibitors may sell products, distribute literature or other give-a-ways, or register guests for contests. All activities must take place within the booth or space for which the exhibitor has contracted. Roaming the site or being more than 3 feet outside of your space is prohibited.

Unless approved in advance, exhibitors are **prohibited** from selling or giving away food or beverages. Any food/beverages being dispensed must be done so at no cost to Festival-goers. Exhibitors may not sample drinks in cups greater than 4 oz., and foods must be sample-sized (not greater than

2oz.). This is only allowed for exhibitors whose main business objective is within food and beverage and has received prior approval by CFI. All food and beverage distributor must abide by Health Department code.

Exhibitors are financially responsible for any damage to the event site or equipment damaged due to the fault of the exhibitor. This includes but is not limited to creating deep ruts requiring repair that are caused by vehicles spinning their wheels or that are driven on muddy surfaces. Do not attempt to drive onto any area which may be susceptible to such damage.

Exhibitors may not conduct a raffle or contest for which registrants must pay an additional fee (other than the actual cost of the contest, if any) in order to claim a prize or schedule future appointments with the exhibitor or its representatives in order to be eligible for prizes (unless clearly specified at the time of ticket purchase or contest sign-up). Also, exhibitors may not conduct any contest or activity that requires the registrant to change their phone or other service to which they currently subscribe.

- Exhibitors may not use amplifying devices without prior approval of CFI operations staff.
- **Exhibitors may not utilize helium balloons as part of their booth/activity.**
- Exhibitors are prohibited from sharing or sub-letting the booth or any equipment provided by CFI, unless approved in advance.
- Exhibits must not exceed a height of 8 feet, booth signage and materials may not extend outside of established booth parameters.
- Equipment required greater than a 120-volt circuit is not permitted without prior written CFI approval.
- Exhibitors are responsible for any sales tax required in accordance with Virginia law.
- Exhibitors may not conduct any activity that has not been approved prior to the event by CFI or that is deemed illegal in the County of Fairfax or the Commonwealth of Virginia.
- Exhibitors may not use the logo or name of CFI or the Celebrate Fairfax! Festival as part of promotional giveaways or literature unless approved by CFI Staff in advance of the event/promotion. CFI retains the right to require removal and/or confiscate any items with unapproved logos or name.
- CFI reserves the right to decline an exhibitor permission to conduct, maintain and exhibit if, in the sole judgment of the CFI Management, said exhibitor shall in any respect be deemed unsuitable or offensive to other individuals. This reservation includes, but is not limited to, personnel attire and conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitation, which affect the character of the Exhibition or CFI.

Celebrate Fairfax prohibits certain types of activities at the event, including but not limited to: activities that promote tobacco, vaping, e-cigarettes, or similar products, dunking booths, balloon twisting, ear piercing, moon bounces, permanent tattoos and psychics/palm readers. Please be specific on your application as to the activities you will conduct.

CFI reserves the right to add, move or remove booths if necessary. The floor plan is subject to change.

FOOD VENDOR INFORMATION

APPLICATION PROCESS

To be considered for a food vendor space, all full registrations must be completed by March 1, 2020. After that date, acceptance and preferred placement is not guaranteed.

Food vendors are selected based on a variety of factors, including past participation in the Celebrate Fairfax! Festival, menu and potential conflicts with other vendors, prior experience with other festivals and health department approval.

LOCATION

The Celebrate Fairfax! Festival is held at the Fairfax County Government Center in Fairfax, Virginia. The site is easily accessible from Interstate 66, Routes 50 and 29, and the Washington Beltway (I-495). Unless otherwise approved or assigned and communicated to the vendor in advance, all vendors will be set-up on a paved surface, allowing for use of a tent or trailer for your operation. Vendors are responsible for any flooring needed, if on a non-paved surface.

BOOTH OPTIONS

Full-Service Food Vendor. May vend multiple menu items plus beverages, as approved.

Single Item Concessionaire. May vend only **one** item, not including pre-packaged drinks which are purchased through CFI. Typical concessionaire items include smoothies, popcorn, pretzels, etc.

Food Trucks. May vend multiple menu items plus beverages, as approved. By invitation only.

SPACE DIMENSIONS and INFORMATION

Full Service vending spaces are 20' wide x 20' deep with 5' of space between vendors. Additional width may be purchased for \$250 per 5' increment, to a maximum of 10' additional space. If more than 10' is needed, the vendor will be required to purchase a second space at full price. Dimensions must be listed on the application and will be noted during the event. Any vendor who takes up more than their allotted space during the event will be fined, and it will affect acceptance into future CFI events. Celebrate Fairfax, Inc. staff will make every attempt to assign returning vendors to their prior year's spot if they so desire.

If vendors require a tent rental, they can do so by contacting CFI. All tents must be ordered by May 18th, 2020. Due to availability limitations, any equipment orders after the listed day will incur a 20% additional fee, if available.

***Note:** Vendors that cook under tents will be required to submit proof of certification that their tent has an NFPA-701 fire rating with their application. This certification must also be present on the day of the event and affixed to the fabric itself.

FEES

FULL SERVICE CONCESSIONAIRE - \$1,285

SINGLE ITEM CONCESSIONAIRE - \$865

BREWED ICED TEA & LEMONADE VENDING FEE - \$100 - If any food vendor (single item concessionaires are excluded from this fee) intends to sell lemonade, or brewed iced tea during the event, a fee of \$100 will be charged at the time of application. All lemonade/iced tea must be freshly made in front of the customer. Please see FOOD and BEVERAGE RESTRICTIONS below.

Payments are non-refundable.

PERMITS

Vendors are fully responsible for obtaining any and all necessary permits and having them onsite for inspection by the Fire Marshal, electrical and/or health inspectors.

TENTS

All tents will be inspected using Chapter 20 of the statewide Fire Prevention Code.

* Non-cooking booths and cooking booths shall have a flame-resistant treatment, NFPA 701 rating, and certification shall be submitted to the event sponsor to be included in the event plan.

* Recreational canopies shall not be used as cooking booths.

* SFPC 2404.2 Flame-resistant treatment. Before a permit is granted, the owner or agent shall file with the fire code official a certificate executed by an approved testing laboratory, certifying that the tents, canopies and membrane structures and their appurtenances, sidewalls, drops and tarpaulins, floor coverings, bunting, combustible decorative materials and effects, including sawdust when used on floors or passageways, shall be composed of flame-resistant material or shall be treated with a flame retardant in an approved manner and meet the requirements for flame resistance as determined in accordance with NFPA 701, and that such flame resistance is effective for the period specified by the permit.

For more information, please contact the Fire Marshal's office at 703-246-4849.

PROPANE

All tanks are required to be stored at least 10 feet from tented or other membrane structures. All propane tanks must be equipped with the appropriate hoses that are long enough to accommodate the distance, be free of leaks, and have a current inspection stamp not more than 10 years old. Additional space has been provided to accommodate propane storage behind booth spaces. Propane tanks must also be properly secured to the ground - please bring wooden stakes or the like to ensure secure placement. Propane tanks will be inspected by the Fairfax County Fire Marshal for compliance.

HEALTH DEPARTMENT

Food vendors are responsible for the application process with the Fairfax County Health Department. Approval is required and all food vendors are expected to comply with Health Department regulations. You may copy and paste the following links directly to the guidelines and requirements:

<https://www.fairfaxcounty.gov/health/permits/temporary-food-establishment>

or for the complete application:

<https://www.fairfaxcounty.gov/health/sites/health/files/assets/documents/pdf/forms/temporary-food-application.pdf>

You may also call the Health Department directly with any questions, at (703) 246-8435.

ELECTRICITY

Electrical service is available from CFI to vendors for an additional fee, when ordered in advance. Pricing is listed on the application. If a vendor is found to be operating their electrical connection unsafely, whether or not electrical service was provided by CFI, that operation may be shut down without notice and remain closed until the problem is resolved. If supplying their own electric, vendors are responsible for acquiring all necessary permits (only applicable for food truck operations).

Any loss of revenue due to use of CFI-provided electric that exceeds the amount of electric rented from CFI is the responsibility of the vendor. This includes but is not limited to the cost of lost food product due to electricity being cut-off automatically during the overnight period. For example, if 40a/208v service has been rented and the vendor uses 70 amps and causes an automatic shutoff, CFI cannot and will not be responsible for any loss.

Rented electric will be available beginning Thursday evening at 7 p.m. and will remain available until the end of the event.

***Note:** Vendors with tent operations may not use their own generators for power; they must purchase electricity from CFI.

WATER

Water is available at no extra charge, however, the vendor provide Y-connection and NSF certified hose which must meet health department guidelines. Please be sure to request water on the application.

ICE

CFI will have ice available on site for purchase. The price will be provided to vendors at least two weeks before the event, with the actual price based upon the prevailing cost to CFI at that time. If you plan to use a large amount, please contact CFI with estimated needs ahead of time to ensure enough quantity.

FOOD and BEVERAGE RESTRICTIONS

On your application, list the specific full-menu details (including pricing) that you propose to vend at the festival. If your application is accepted, but an item you have proposed is refused, you will be notified in your acceptance letter. Items will be excluded if it is deemed that too many vendors are already selling it, or your operation does not fit your overall cuisine. Approved menus are final and will not be modified. Any vendor serving items not listed on their approved menu will be banned from future CFI events. It is the intent of CFI to guarantee that no food items are overly represented, which should help everyone in total sales!

Food vendors are required to have prices, including sales tax, posted which will be visible to the public in signage that is professional in appearance and size.

Pepsi is the official beverage sponsor of the Celebrate Fairfax! Festival. All vendors must buy and sell the Pepsi products (including Aquafina water), that they plan to vend from CFI on-site. Pre-packaged products may not be purchased elsewhere and brought on site. Pre and post-mixed are not permitted without approval by PepsiCo through CFI Staff.

NEW for 2020 – All Pepsi product sales are final, products are not able to be returned.

If any food vendor (single item concessionaires are excluded from this fee) intends to sell lemonade or brewed iced tea during the event, a fee of \$100 will be charged at the time of application. All lemonade must be freshly made at the time of consumer purchase.

INSURANCE

CFI requires that each vendor possess general liability insurance of a minimum \$1 million that lists Celebrate Fairfax, Inc. and the County of Fairfax, Virginia as additional insured. A copy of the certificate of insurance must be sent to Celebrate Fairfax, Inc. no later than May 22, 2020. Vendors will not be eligible to set up unless CFI has a COI. Failure to do so may result in cancellation of your participation in the Festival, with no refund given to the exhibitor.

LOAD-IN and LOAD-OUT

Full Service vendors assigned to the larger Food Court will load-in on **Thursday, June 4th**. Full Service vendors assigned to the Main Stage Food Court will load-in on the morning of **Friday, June 5th**.

Load-out will begin around 7:45pm – 8:00pm on Sunday, June 7, 2020. No vehicles will be allowed on-site until this time. Please note: to ensure the safety of pedestrians, we do not allow any cars on-site until the majority of attendees have exited the site.

Specific procedures regarding load-in and load-out (including time, Court assignment, and other informational materials) will be sent in exhibitor information packets no later than May 22nd.

Unless otherwise approved by CFI, all vendors must be completely removed by 10pm, Sunday, June 7, 2020. Failure to do so may result in a financial penalty, and/or exclusion from future CFI events.

STOCK TRUCKS and PARKING

Additional parking for storage vehicles will be available on-site, and often directly behind your booth location. **Stock trucks that force the total depth of space to exceed 20' must be parked in the designated food vendor parking lot.** Additional electricity may be purchased for stock trucks located in the auxiliary food vendor parking lot. Pricing is available in your online application.

FRIDAY "SNEAK PEEK"

On the Friday, June 5th, CFI hosts a Fairfax County employee lunch break from 12 noon - 2 pm for county employees to have lunch with our food vendors, ride rides for free, and view other parts of the

festival that are ready to open early. Any food vendor who has received Health Department approval is permitted to vend at this time as well, at no additional charge. Vendors assigned to the Main Stage Food Court will not be open during the Sneak Peek. Vendors interested in participating in the Sneak Peek should check “yes” on the application.

EXHIBITOR & VENDOR INFORMATION

NON-DISCRIMINATION POLICY

It is the policy of Celebrate Fairfax, Inc. to maintain an environment free of all forms of unlawful discrimination.

CFI affords equal opportunity to all existing and prospective exhibitors, and vendors without regard to race, color, sex, gender identity, sexual orientation, political affiliation, religion, age, marital status, disability or handicap, veteran status or national origin or other criteria protected by law.

Celebrate Fairfax, Inc. reserves the right to preclude or condition the sale, distribution or display of any materials that CFI, in its sole discretion, believes inconsistent with the purposes and goals of the CELEBRATE FAIRFAX! FESTIVAL and Celebrate Fairfax, Inc.

Information and products must be suitable for all ages. Exhibitors are responsible for adherence to all local, state and federal laws, whether stated or unstated in this application.

Exhibitors are responsible for the conduct and demeanor of their employees, agents and/or volunteers at the event. Exhibitors with displays and/or conduct that are deemed inappropriate may be required to leave the CELEBRATE FAIRFAX! FESTIVAL immediately upon notification by an official representative of CFI, and will be barred from future CFI produced events.

HOLD HARMLESS

Each Celebrate Fairfax! Festival participant agrees that Celebrate Fairfax, Inc., including its Board of Directors, employees, and volunteers, shall not be held liable for damage to, nor for the loss or destruction of, the exhibitors’ or vendors’ property or injuries to their staff and other representatives, agents or employees. All claims for such loss, damage, destruction or injury shall be waived by the exhibitor/vendor, including its representatives, agents or employees. The person completing this form and agreeing to this statement assures that he/she has the legal right to do so.

PRIVACY STATEMENT

Celebrate Fairfax, Inc. is committed to protecting the privacy and security of its online visitors and registrants. This policy statement provides our visitors (e.g., volunteers, exhibitors, vendors and other parties using *The Registration System and NextGen* through Celebrate Fairfax, Inc.) with an overview of the measures we have taken to provide a safe online environment.

PERSONALLY IDENTIFIABLE INFORMATION

CFI considers the following, among other things, to be personally identifiable information: first and last name, e-mail address, street address and all phone numbers.

CFI (and/or our subcontractor organizations, agents or affiliates) may collect online and use personally identifiable information from our adult visitors and participants: (1) to process and fulfill orders related

to online registration and participation in the event or program for which an individual has registered; (2) in connection with raffles, giveaways or other benefits provided to registrants; and (3) to contact registrants about future activities promoted and/or presented by Celebrate Fairfax, Inc. (and/or our subcontractor organizations, agents or affiliates).

The above notwithstanding, Celebrate Fairfax, Inc. maintains the right to provide any registrant's first name, last name and email address to affiliated event sponsors for use to contact registrants regarding special benefits or offers specifically related to the registrant's participation in the registered event (such as hotel or meal offers during the dates in which an event is scheduled to occur).

We will not share any personally identifiable information with any third party other than those indicated above for any purpose without consent by the registrant.

FINANCIAL INFORMATION

We consider the following, among other things, to be financial information: banking and/or credit card data and any information related to any fees paid or owed by the registrant.

Credit card and/or banking data are not maintained by Celebrate Fairfax, Inc.; once financial information has been entered by the registrant and any payment has been processed, credit card and/or banking data will not be accessible by Celebrate Fairfax, Inc. representatives or its agents, subcontractors, affiliates or any other such party.

QUESTIONS

For any questions about our privacy policy or practices, or should you wish to amend, update, or verify the information on file, or to notify us that you want your information deleted from our files, please contact us at this address: Celebrate Fairfax, Inc., 12000 Government Center Parkway, Suite 247, Fairfax, VA 22035, or by emailing Vendors@CelebrateFairfax.com

The effective date of this Privacy Policy is November 4th, 2019.