

**FOOD VENDOR APPLICATION
NEWPORT NEWS PARKS & RECREATION**

700 Town Center Drive, Suite 320

Newport News, VA 23606

Dear Food Vendor:

Hello, and welcome to a new year of festivals and events with Newport News Parks & Recreation! We are excited to get back to our normal schedule and produce events for the public and to work with you. As always, we will be strictly enforcing the \$250 clean up fee for any trash/waste left behind after an event. A complete listing with dates, times, and vendor fees is enclosed for your review.

The City of Newport News has adopted a Severe Weather Plan. Included in the application is a copy of the weather criteria that will be used to determine whether an event should be rescheduled, restricted, suspended, or canceled.

There are two ways in which vendors may apply; you may wait to send your per-event information/application packages prior to each deadline, or you may apply for *as many events as you would like at one time* using the set of forms enclosed.

Also, for your convenience, we are enclosing the Newport News Health Department's "Guidelines for Obtaining a Temporary Health Permit." Newport News Parks & Recreation must have proof that you have applied for your temporary food permit.

Per the Fire Marshall's Office, all booths must have an ABC fire extinguisher, and booths using grease or combustibles must also have a Type K extinguisher with current inspection tags. Please call 247-8873 if you have any questions regarding these requirements. Please note there will be onsite inspections for all events.

If you plan on plugging into power supplied by the City, you will need to be compatible with and be able to plug into a GFI cord. If your booth is a trailer, and does not have a standard plug, you will need to supply the size needed to pair up with our equipment. We supply 30 amp twist lock power.

Food vendors for events held in Newport News are also required to show proof of liability insurance, naming the City of Newport News as additionally insured, ([please see attached for new requirements](#)), and to have a City of Newport News Business License for information on meeting this requirement, please call the Commissioner of Revenue's Office directly at (757) 926-8651.

Applications for events held at City Center also require property stakeholders be added as additional insureds. Additional insureds should also include, in addition to the City of Newport News, the Economic Development Authority of the City of Newport News, VA; Newport News Town Center, LLC; Pointe Hope LLC; and, Colliers.

Please call if you have any questions—we're here to help! Extra copies of forms may be downloaded at <https://nnparksandrec.org>. We look forward to working with you!

Sincerely,

Special Events Coordinators

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enclosures: 2024 Food Vendor *Instructions on How to Apply*
 2024 Food Vendor Event & Festivals *Application Form(s)*
 2024 Food Vendor *Agreement(s)*
 2024 Food Booth *Information and Fees Chart*
 2024 *Electrical Request Form(s)*
 Guidelines for Obtaining a Temporary Health Permit

**2024 FOOD VENDOR
INSTRUCTIONS ON
HOW TO APPLY**

Newport News Parks & Recreation
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400

Newport News Parks & Recreation of the City of Newport News (City) strives for menu diversity, festival spirit, and menu quality when selecting food booth operations, as well as reducing menu duplication and maximizing sales for all food vendors. These factors will be considered in selecting vendors for events along with demonstrated leadership and organizational ability based upon other successful activities, including prior festival participation and performance, proven food quality and ability to provide required quantities for each event. Multiple vendors will be selected, based on these criteria for each event as indicated in Attachment B.

In order to meet menu diversity and to eliminate menu duplication, we reserve 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 penalty.

Newport News Parks & Recreation seeks to offer participation to a broad representation of community organizations. Nonprofit or charitable organizations are encouraged to participate and should 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 representative of the applicants. The applicant must provide food booth service for the *entire festival*, based on the estimates of typical attendance listed on the "Information and Fees Schedule" enclosed.

Booth space allocations are 15' x 15' for freestanding booths and tents, and allocations for food trucks/railers are 20' x 15'. 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 or a DOUBLE BOOTH FEE WILL BE CHARGED (NO Double Booths Permitted for "Holiday Light Show" Event). Each vendor is responsible for the design, construction and disassembly of each booth structure as scheduled by the Festival Coordinators. *A picture of the booth as it will be displayed during the Festival is required for new vendors.* Any booth that does not conform to size specifications or appearance regulations will not be allowed to participate in the Festivals. **Double spaces are available, space permitting, at twice the cost of a single space as described above.**

Booth identification signs must be made from sturdy materials and be attractive in appearance. *Menu boards with prices MUST be displayed throughout the Festival or your security deposit will be forfeited.* **ALL MENU ITEMS MUST BE SOLD AT THE FULL PRICES DESCRIBED ON THE VENDOR'S APPLICATION. VENDORS ARE NOT PERMITTED TO ACTIVELY CANVAS FOR CUSTOMERS; "HAWKING," OR OTHERWISE APPROACHING OR LOUDLY ADVERTISING FOR SALES AND DISTRIBUTION OF PRINTED ADVERTISEMENTS AND COUPONS IS NOT ALLOWED. ALL SIGNAGE MUST REMAIN WITHIN THE BOOTH SPACE ALLOCATION.**

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 Festival grounds. **SHOULD THIS REQUIREMENT NOT BE MET, A \$250 CLEAN UP FEE WILL BE CHARGED AND PARTICIPATION IN FUTURE NEWPORT NEWS EVENTS WILL BE JEOPARDIZED.**

READ	Read all information contained in this packet <i>carefully!</i>
DEADLINES	Decide on which festivals and events to apply, making note of the deadlines for each (deadlines are listed on the <i>Fee Schedule</i>).
AGREE	Complete the Food Vendor <i>Agreement</i> , which must be signed by an authorized representative for your business. We reserve the right to reject any applications and offers. Upon acceptance of the Agreement by the City of Newport News, evidenced by execution of the Agreement by an authorized representative of the City, and return of the Agreement (with modifications if applicable), the Food Booth Agreement shall become a binding contract.
COMPLY	Complete ONE COPY of the Newport News Health Department's Temporary Restaurant <i>Permit Form</i> . Your food contract will be void if you do not have a Temporary Restaurant Permit. If you do not have the permit, you will be asked to leave the event site and no refund will be provided.
PAY	Write one check payable to the City of Newport News for the event fee(s).
MAIL	Mail all applications and fees to Special Events, Newport News Parks & Recreation, 700 Town Center Drive, Suite 320, Newport News, VA 23606.
RECEIVE	You will receive <i>confirmation</i> from us if chosen as a vendor (usually within the same week as the deadline), along with one signed set of your approved applications and agreements (with modifications, if applicable). Should your application not be accepted, you will be notified.
NOTE	You may receive a full refund without a penalty if written notice is received any time <i>prior to</i> acceptance by Newport News Parks & Recreation. You <i>may not</i> receive a refund if you withdraw after acceptance, unless modifications made to your initial proposal cannot be mutually agreed upon.

**2024
FOOD VENDOR
EVENT & FESTIVALS
APPLICATION FORM**

Newport News Parks & Recreation
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400

You may apply for as many Newport News 2024 events as you would like, in advance, using this *one* form. Simply initial in the box(es) next to the event(s) for which you are applying and **include the appropriate fee(s) along with this application** and the yearly *Agreement* enclosed. If you would prefer to wait until closer to the event deadline to apply, this is still the form to use—just initial by the festival(s) desired and send in this application, the contract, AND **INCLUDE YOUR FEES FOR EACH EVENT** before the deadline indicated by each (using additional copies of forms as necessary). You will also need to use additional forms if your menu items or other information in your application will differ from one event to another:

Please initial by ALL events for which you are applying with THIS application. Fees must be included for each box you initial below; if fees are forthcoming, please keep form until fees are included.	EVENT	EVENT DATE	VENDOR'S APPLICATION DEADLINE
	Winter Carnival	Saturday, February 3	Monday, January 15
	Spring Egg-stravaganza	Saturday, March 30	Monday, February 12
	Outdoor Enthusiast	Saturday, April 20	Monday, March 4
	Children's Festival of Friends	Saturday, May 4	Monday, March 18
	Juneteenth	Saturday June 22	Monday May 8
	Fourth of July- Stars in the Sky	Thursday, July 4	Monday, May 20
	World Arts Celebration	Saturday, July 27	Monday, June 10
	Denbigh Day	Saturday, September, 14	Monday, August 5
	Fall-O-Ween	Sat., Oct. 5 & Sun., Oct. 6	Monday, August 19
	NlightN	Saturday, December 7	Monday, October 14
	ARTEch Lights	Saturday, December 14	Monday, October 14
	<p><i>Other Events.</i> These events may be scheduled at various times throughout the year and may only be available to certain vendors based on the type and location of event. A separate response (in addition to this application) may be required for some events which will be issued from the City of Newport News Office of Purchasing. If a Purchase Order is issued for specific events, the Terms and Conditions located at:</p> <p>https://www.nnva.gov/707/Vendor-Resources</p> <p>may apply.</p> <p>By expressing interest in <i>Other Events</i>, your vendor information will be added to a list of vendors who may be contacted should additional events be scheduled. Application fees may not apply to <i>Other Events</i>.</p>	TBD	Ongoing

FOOD VENDOR'S INFORMATION

Organization/Business Name:	
Authorized Representative/Contact's Name:	
Mailing Address:	
Telephone Number:	
E-Mail Address:	
Social Security # OR Federal Tax ID #:	
Nonprofit or charitable purpose (if any; if nonprofit status is applicable, please provide official proof of that status/501-c-3 certification)	

Proposed Menu for each event (must list in detail and include prices ; use additional application forms if menu items will differ from one event to another); Only those items listed here will be considered for acceptance.	
Proposed cooking equipment (gas grill, microwave, etc.):	
Proposed costume (if any):	

Proposed booth decoration:	
Number of members in organization:	
Number and source of available workers:	
Previous major activities and fund-raising efforts which demonstrate capability to conduct a Festival Food Booth:	
Do you accept credit cards?	
Additional information which you feel may be relevant to your selection as a Food Booth Vendor:	

Is your booth a Food Truck/Trailer? Or is it a Tent? (Check One):	<input type="checkbox"/> Trailer (20'x15' Maximum)	<input type="checkbox"/> Tent (15'x15' Maximum)
What is the Total Size of your Booth (Maximum per booth space: includes trailer tongue, cookers, serving area, grill, decorations, etc.); NO DOUBLE BOOTHS PERMITTED FOR "HOLIDAY LIGHT SHOW" EVENT):		
Sketch a detailed layout of Food Booth showing total dimensions or attach a photograph (but still show size of booth here):		

FOR OFFICE USE ONLY			
Date Received	Fee(s) Received With Application	Date Insur Certif Rec'd	Date Health Permit Rec'd

**2024
FOOD VENDOR
AGREEMENT**

Newport News Parks & Recreation
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400

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, once selected, at community festivals sponsored under the auspices of the Department of Parks & Recreation for 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, and at the prices described in the application. Upon written request of the Vendor, submitted to the City not less than 30 days prior to the beginning of the Festival, the City may, by written consent, approve the sale of goods other than approved menu items. It is the intention of the parties that the sale of goods other than approved menu items be restricted to goods related to the charitable purposes of the Vendor and that such sales are restricted except where compelling circumstances warrant approval by the City. 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. Without limitation of the foregoing, 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. Without limitation of the foregoing, 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: Unless otherwise provided by the City, 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 each day or the vendor's security deposit will be forfeited. Vendor shall not dispose of 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 will evaluate the performance of the Vendor in accordance with regulations and procedures established by the City.
 - (c) **Number of Servings** The 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. Estimates of attendance are listed on the Food Booth Information and Fees chart enclosed in the Vendor's Information Packet.
 - (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.
6. **Equipment and Supplies** City shall provide electrical (if requested using the enclosed Electrical Request Form) and water service in accordance with directions and regulations provided by the City, if available. Vendor shall provide all necessary propane and other fuel other than 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.

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 "Fee Schedule" enclosed in the Vendor's Information Packet.
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 representations 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. Refunds for vendor fees paid will not be issued for any reason as listed above as a matter of policy by the City of Newport News; however, security deposits are fully refundable under those circumstances as shown.
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 indemnify and hold the City of Newport News, and for events held at City Center, the City of Newport News Parks & Recreation Dept., Colliers, the Economic Development Authority, Newport News Town Center, LLC, and Pointe Hope, harmless from all claims which may be brought by its workers against the City of Newport News, arising out of the vendor's activities in this event.
18. **Insurance** Prior to performance under this agreement, the Vendor shall provide certificates of insurance to the City Attorney's Office or the Office of Risk Management and the representative of the City handling the contract. Such certificates of insurance shall evidence that the insurer shall provide at least 30 days' written notice of cancellation or non-renewal of insurance to the City of Newport News (at least 10 days' for cancellation due to non-payment of premium).

Signature of this "Food Booth Agreement" verifies that I have read and will comply with all regulations mentioned in the "Food Vendor Agreement," attached "Instructions on How to Apply," "Events & Festivals Application Form," "Food Booth Information and Fees," "Guidelines for Obtaining a Temporary Restaurant Permit," and "Electrical Request Form" (if applicable). IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: _____ For _____ (Business name)
By _____ (Individual's signature)
Its _____ (Individual's title)
Date: _____ By _____ (City representative's signature)

**2024
ELECTRICAL
REQUEST FORM**

Newport News Parks & Recreation
700 Town Center Drive, Suite 320
Newport News, VA 23606
Phone (757) 926-1400

This form must be completed in order for you to receive electrical service. If an appliance is not listed, it will not be permitted on Festival grounds. Please return this form with your application **along with the applicable fee(s) as shown for each event:**

If you plan on plugging into power supplied by the City, you will need to be compatible with and be able to plug into a GFI cord. If your booth is a trailer, and does not have a standard plug, you will need to supply the size needed to pair up with our equipment.

For 220 volt service, you must supply your own plug and receptacle. A maximum of two, 30-amp circuits will be supplied. To find the voltage, amps or watts, check the label on each appliance. "Multi-plugs" are not permitted . . . they can blow fuses and are considered a fire hazard.

APPLIANCE	110v	220v	AMPS/WATTS
(example: toaster oven, coffee maker, etc.)	✓		600 watts
1.			
2.			
3.			
4.			
5.			
6.			
7.			

GUIDELINES FOR OBTAINING A TEMPORARY FOOD PERMIT

A new application and permit are required for **EACH** event within the year. All participating vendors are required to submit an application to participate in an event. This must be done at least one month prior to the event.

The procedure to obtain a Temporary Food Sale Permit is as follows:

1. It is the responsibility of the vendor to obtain a Virginia Department of Health Temporary Food Sale Permit prior to the event. Last minute applications can be a problem for everyone and your planning in advance is appreciated.
2. The vendor contacts the Environmental Health Office at the Health Department at (757) 594-7340 with questions regarding completing the Temporary Food Sale Permit application or with any Environmental Health questions. Regular business hours are 8:00 a.m. – 5:00 p.m. Monday – Friday, except 12:00 noon – 1:00 p.m. daily.
3. Vendor completes the Temporary Food Permit application.
4. The Vendor pays the health department fee after completing the application made payable to the Peninsula Health Center. The vendor that is exempt under the Code of Virginia need not pay the fee.
5. Vendor obtains the Temporary Food Permit from the Health Department that is to be displayed during the time of the event.
6. If vendor participates in additional events in Newport News throughout the year, the vendor pays an additional \$10.00 for each event made payable to the Peninsula Health Center in addition to completing a new application.

If you need any further assistance with applying for the Temporary Food Permit, please contact the Health Department at (757) 594-7340. The City of Newport News Parks and Recreation Department will not be able to assist you with obtaining the Temporary Food Permit except for providing the necessary paperwork.

2024 BOOTH INFORMATION AND FEES

EVENT	VENDOR FEE(S)				LOCATION	EVENT DATE	TIME	Number of Vendors Permitted	Expected/ Typical Attendance	Application & Fee Deadline
	COMMERCIAL		NON-PROFIT							
	MAJOR*	MINOR**	MAJOR*	MINOR**						
Winter Carnival	\$150	\$150	\$150	\$150	Former Kmart location in Denbigh	Saturday, February 3	noon-5:00pm	4-5	3,000	Monday, January 15
Spring Eggstravaganza	\$150	\$150	\$150	\$150	King-Lincoln Park	Saturday, March 30	Noon-5:00pm	4-5	3,000	Monday, February 12
Outdoor Enthusiast	\$350	\$300	\$250	\$150	Newport News Park	Saturday, April 20	10:00am-5:00pm	8-10	3,500	Monday, March 4
Children's Festival of Friends	\$350	\$300	\$250	\$150	Newport News Park	Saturday, May 4	10am-5pm	10-12	10,000	Monday, March 18
Juneteenth	\$100	\$100	\$100	\$100	Victory landing Park	Saturday June 22	TBD	4-5	TBD	Monday May 6
Fourth of July-Stars in the Sky	\$350	\$300	\$250	\$150	Victory Landing Park	Thursday, July 4	7:00pm-9:15pm	8-10	10,000	Monday, May 20
World Arts Celebration	\$150	\$150	\$150	\$150	Victory Landing Park	Saturday, July 27	12:00pm-5:00pm	4-5	1,500	Monday, June 10
Denbigh Day	\$150	\$150	\$50	\$50	Courthouse Way Community Center	Saturday, September 14	10:00am-4:00pm	4-5	1,500	Monday, August 5
Fall-O-Ween	\$700	\$500	\$400	\$200	Newport News Park	Sat., October 5 & Sun., October 6	10am-5pm each day	20-25	35,000	Monday, August 19
NlightN	\$350	\$300	\$250	\$150	City Center	Saturday, December 7	5:00pm-8:00pm	4-6	2,000	Monday, October 14
ARTech Lights	\$150	\$150	\$150	\$150	Brooks Crossing	Saturday, December 14	5:00pm-8:00pm	3-4	1,500	Monday, October 14
<i>Other Events</i>	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	Ongoing

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

** A Minor Food Concession is defined as one which provides snacks, drinks, and light refreshments (e.g., popcorn, candy apples, etc.).

NOTE: Tents larger than 15'x15' (including space needed for all equipment and supplies) and trailers larger than 20'x15' (including trailer hitch and all equipment/supplies) will be charged a double booth fee.