



Business/Organization Name _____
 Contact Person _____
 Street Address _____ City _____ State _____ Zip _____
 Home # _____ Cell # _____ Sales Tax ID # or Nonprofit # _____
 Email Address _____

Booth Information

_____ Formal Frederick County 275th Community Partner or FCG Division – \$0.00 _____ Food Vendor - \$150.00

I plan to (please check all that apply): Sell food / Hand out information / Demo a craft or trade

All vendors will be required to provide a family-friendly activity. Please list activity: _____

Payment Method (please choose one)

Check (enclosed): \$ _____ *Make checks payable to "Frederick County Treasurer"*

Credit Card: Visa MasterCard Discover American Express **Expiration Date:** ____/____ **CVC:** _____ (3 digit code)

Card Number -----

Card Holder's Signature: _____

Important Information

- **Application Deadline – 4:00pm, Wednesday, May 17, 2023 (All vendor fees are non-refundable)**
- Vendors must be a formal community partner with the Frederick County 275th, a FCG Division, or a food service business, i.e. food trucks. To become a community partner, please fill out the [application](#).
- All vendors must provide a family-friendly activity for attendees at their booth.
- Vendors that register for event will have their business/organizations name listed on the Frederick County 275th website. If you prefer not to have your business/organization name listed, please let the Event Manager know.
- Set-up and check-in will take place between 12:00PM and 2:00PM on Saturday, June 10, 2023.
- The event will take place rain or shine.
- Booths should be completely set up by the start of the event (3:00 PM) and must remain open until the event officially closes at 8:00 PM. Food Vendors should stay open until 9:00 PM.
- Vendors are responsible for bringing their own tables, chairs, shelter, etc. that they deem necessary. Vendors are allotted a 10' x 10' space.
- Vendor must agree to report sales revenues as may be required by State or Federal Regulations.
- A limited number of vendors will be accepted on a first-come, first-served basis.
- All vendors must read through and agree to the Vendor Terms & Conditions. Failure to do so will result in a denied application.
- If you will be selling food, you must obtain a Frederick County Health Permit through the Health Department. This permit must be displayed at all times during the event.
- **Final event details including information about check-in, parking and booth placement will be sent via email.**

Release: *By my signature below, I acknowledge that there are inherent risks and dangers associated with this special event and therefore, I hold Frederick County, Maryland and the Frederick County Division of Parks and Recreation harmless from all claims of injury, damage, or loss to the person, animal, or property including theft, or myself or any of my agents or employees. I hereby release the Frederick County Division of Parks and Recreation from all responsibility for theft or damage to any items involved with my booth operation.*

Assumption of Risk and Waiver of Liability Related to COVID-19: *The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend the usage of face coverings masking, physical distancing, and several other health and safety measures, and have, in many locations, prohibited the number of people in social gatherings. The Frederick County Division of Parks & Recreation has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, FCP&R cannot guarantee that you or your staff will not become infected with COVID-19. Further, attending any program may increase your and your staff's risk of contracting COVID-19. By my signature below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my staff and I may be exposed to, or infected by COVID-19 by attending FCP&R programs, activities, or events, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at FCP&R may result from the actions, omissions, or negligence of myself and others, including, but not limited to, FCP&R employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my staff) or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my staff may experience or incur in connection with my child(ren)s attendance at FCP&R programs. On my behalf, and on behalf of my staff, I hereby release, covenant not to sue, discharge, and hold harmless FCP&R, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of FCP&R, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any FCP&R program.*



Frederick County 275th Jubilee - Vendor Application

Saturday, June 10, 2023 | Utica District Park, 3PM – 10PM

General Conditions: *By signing below, I assume responsibility for enforcing with my business/organization all Frederick County Parks and Recreation vending information. I understand that there is no guarantee that I will make a profit. I agree to arrive by the designated set-up time and I will not dismantle my booth before the designated tear down time. I am aware that the event might be canceled due to unforeseen circumstances, such as inclement weather, deemed only by Frederick County Parks and Recreation.*

Authorization for use of Photographic Likeness: *I agree to allow Frederick County Parks and Recreation to take and utilize photos and video images of the above registered vendor for the purpose or promotion and publicizing of the Division's programs and/or events. If I prefer to not allow the above registered vendor to be photographed, I will call 301-600-2936 to register my request.*

Contact Person's Signature

Date



I. **Vendor Application, Selection & Payment**

- a. All vendors must submit a **completed** application and payment by the application deadline for consideration. Postmarks will not be honored.
- b. The Frederick County 275th Events Subcommittee will contact all vendors at least two weeks prior to the event to report status of selection. If accepted, the vendor payment will be processed.
- c. An email with event information, schedules, and details will be sent to accepted vendors about one week prior to the event.
- d. Submission of an application does not guarantee a place in the event.
- e. FCG reserves the right to require vendors to provide prices of any of the products they plan to sell.
- f. Vendors must be a formal community partner with the Frederick County 275th, a FCG Division, or a food service business, i.e. food trucks.

II. **Exhibit Space & Merchandise Display & Sale**

- a. FCG will provide appropriate site assignment in accordance with the best interest of the vendor. We do not offer exclusivity for any products or services nor do we guarantee you will not be placed near a competitor. We will work with each vendor as best we can. Space location and configuration is very limited and can change from year to year.
- b. Vendor displays are subject to FCG approval. FCG reserves the right to reject all, or any part of, the vendor's concession if found in the county's judgment to be unethical, misleading, extravagant, challenging, questionable, or in poor taste or otherwise inappropriate or incompatible with the character of the event.
- c. Unless specified by the Event Manager, the vendor is responsible for bringing any supplies and equipment including chairs, tables and canopies necessary for display of products.
 - i. Display units should be designed for outdoor use and capable of withstanding the elements. All umbrellas, tents, shade coverings, or unstable or fragile items must be secured or anchored. The event grounds are subject to winds including sudden, strong gusts.
 - ii. Vendors are only allotted a 10x10' space.
- d. Unless specified by the Event Manger, FCG does not provide electrical hookups, electrical outlets, power strips, water, tables, chairs, easels, tents, canopies, sign stands, signs, rope, tape, table covers, or dollies.
 - i. Access to electricity through FCG or vendor generator is on a very limited basis and must be pre-approved by the Event Manager.
- e. All event vendors who participate in an event by selling food or providing a "high risk" service (such as moon bounce's, rock walls, etc., pony rides, petting zoo, etc.) would be required to provide a one million dollar Certificate of Event Liability Insurance naming



the *Frederick County, Maryland* as additional insured. See standard *insurance requirements in section IV.

- f. Vendor must agree to report sales revenues as may be required by State or Federal Regulations. If you will be selling food, you must obtain a Frederick County Health Permit through the Health Department. This permit must be displayed at all times during the event.
- g. Vendors must staff their booths and be present for the entire event. Sales of products must be conducted by vendors who are adults (18 years of age or older) and in their specified vendor space/site. Vendors will not be allowed to break-down their booths before the advertised end of the event.
 - a. All vendors must provide a family-friendly activity for attendees at their booth. Activities must be approved by the event manager.
 - b. Vendors have the option to pass out giveaways, hand out information, demo a trade or craft, or sell merchandise.
 - c. Vendors will only be allowed to unload vehicles and setup during hours specified.

III. General Terms & Conditions

- a. All vendors and partner services will be required to wear a mask when appropriate.
- b. All vendors and partner services will need to follow all CDC, State of Maryland, Frederick County, and Frederick County's Division of Parks and Recreation's guidelines and enhanced policies and procedures.
- c. Prior to arrival at the event, all vendors and partner services are required to perform a self-screening for symptoms of Covid-19 as well as a temperature check. A full list of symptoms can be found on the CDC website. Anyone who is exhibiting symptoms or has been in close contact with someone that has COVID-19 or is displaying symptoms will not be permitted to attend the event.
- d. FCG will have the right to take and utilize photos and video images of the vendor for the purpose or promotion and publicizing of the Division's programs and/or events.
- e. FCG reserves the right to remove any vendor from the event due to violation of County or State regulations.
- f. FCG reserves the right to postpone, relocate or cancel the event as necessary due to accident, fire, act of God, or other causes beyond FCP&R control. In this case, FCP&R liability to the vendor will not exceed the amount of payments received from the vendor.



- g. Vendor shall defend, indemnify, and hold Frederick County, Maryland and the Frederick County Division of Parks and Recreation harmless from all claims of injury, damage, or loss to the person, animal, or property including theft, or myself or any of my agents or employees. Vendors shall release the Frederick County Division of Parks and Recreation from all responsibility for theft or damage to any items involved with my booth operation.
- h. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend the usage of face coverings masking, physical distancing, and several other health and safety measures, and have, in many locations, prohibited the number of people in social gatherings. The Frederick County Division of Parks & Recreation has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, FCP&R cannot guarantee that you or your staff will not become infected with COVID-19. Further, attending any program may increase your and your staff's risk of contracting COVID-19. By my signature below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my staff and I may be exposed to, or infected by COVID-19 by attending FCP&R programs, activities, or events, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at FCP&R may result from the actions, omissions, or negligence of myself and others, including, but not limited to, FCP&R employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my staff) or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my staff may experience or incur in connection with my child(ren)s attendance at FCP&R programs. On my behalf, and on behalf of my staff, I hereby release, covenant not to sue, discharge, and hold harmless FCP&R, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of FCP&R, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any FCP&R program.



IV. **Standard Insurance Requirement for Vendors**

- a. Description of operations must include the saying, Frederick County; Maryland will be named as additional insured on general liability policy.
- b. The Certificate must read, Frederick County, Maryland, Attn: Risk Management, 12 East Church Street, Frederick, Maryland 21701
- c. The Certificate of Insurance must meet these minimum requirements. General Liability must cover Premises/Operations; Products/Completed Operations; Contractual Liability; Independent Contractors; Broad Form Property Damage and Personal/Advertising Injury. General Liability coverage with minimum limits of \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Prod/CO Aggregate; \$1,000,000 Personal/Advertising Injury; \$50,000 Fire Damage Legal Liability and \$5,000 Medical Expense. All certificates must include an authorized signature and provide for at least 30 days' notice of cancellation. Any deductibles or self-insured retentions should be noted on the certificate.
- d. Auto Liability with minimum limits of \$1,000,000 Combined Single Limit or \$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage.
- e. Workers' Compensation coverage with minimum statutory limits.
 - i. All of the above coverage's must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher.

I've read and understand the Frederick County 275th Committee's vendor application and terms & conditions. I agree to comply with all policies, rules and/or regulations stated or referred to therein.

Business/Organization Name: _____

Address: _____

Contact Person _____

Signature: _____ Date _____