

# 2017 KENMORE EVENTS VENDOR APPLICATION FORM



**Staff Contact:** Melodi Yanik at [communications@kenmorewa.gov](mailto:communications@kenmorewa.gov) or 425-398-8900

**Applications due by Friday, April 7, 2017 by 5:00 p.m.**

**Application must include the following:** Application Form, Business License, Certificate of Insurance, Restroom Agreement, and copy of Health Department Permit.

The City is seeking self-contained food vending vehicles to apply for vending at a variety of special events. Electrical service is not available. Quiet generators are preferred at #WhyILoveKenmore, Summer Concerts, and Movies.

Company: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Please select the events you wish to be considered for vending. Select as many as you are interested in, however you may only select 3 Summer Concert dates. By submitting an application and payment, you are not guaranteed a space. **Vendor Fees are not paid until vendor is accepted.** Vendors will be notified of acceptance by April 20. Vendor fees must be paid by June 1.

Event	Date	Vending Time	Number of trucks at event	Fee	Estimated Attendance	Interested in vending? Y/N
#WhyILoveKenmore	June 24	5 – 9 p.m.	3-4	\$30	1000	
4 <sup>th</sup> of July Fireworks	July 4	7:30 – 9:30 p.m.	4	\$30	2500	
Summer Concert Series - select up to 3 dates	July 6	6 – 8 p.m.	3	\$30	300-1000	
Summer Concert Series - select up to 3 dates	July 13	6 – 8 p.m.	3	\$30	300-1000	
Summer Concert Series - select up to 3 dates	July 20	6 – 8 p.m.	3	\$30	300-1000	
Summer Concert Series - select up to 3 dates	July 27	6 – 8 p.m.	3	\$30	300-1000	
Summer Concert Series - select up to 3 dates	August 3	6 – 8 p.m.	3	\$30	300-1000	
Summer Concert Series - select up to 3 dates	August 10	6 – 8 p.m.	3	\$30	300-1000	
Movies @ the Square	July 12, 19 August 2, 16, 30	6 – 10:30 p.m.	2	\$30	300-500	
Kenmore Play Day	August 12	11 a.m.-2 p.m.	2	\$30	500-800	
Please consider my company for other opportunities	TBD	TBD	TBD	\$30	TBD	

**Food Vendor Details:**

Please provide a detailed summary of the food you plan to sell at your truck (attach menu if needed):

**Agreement:**

**Licensing and Permits**

Vendor, at their own expense, shall obtain all necessary licenses and permits for the vendor operations discussed herein from appropriate local, regional, state, and federal agencies. Vendor shall comply with all federal, state, and local regulations, including but not limited to regulations and standards promulgated by the Seattle-King County Department of Public Health. It is the responsibility of each food vendor to submit a temporary food-service application form to the Seattle-King County Department of Public Health prior to the event. Vendor must obtain and present a current copy of a valid business license with submission of this Application.

**Insurance, Indemnity & Hold Harmless**

Food vendors shall obtain and maintain for the duration of this Agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. The insurance policy shall be written on an occurrence basis. The City of Kenmore shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

Vendor agrees to indemnify, defend and hold harmless the City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, liability or death to persons or damage to property or business, caused by or arising out of Vendor's negligent or intentional acts, errors, or omissions in the performance of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015. These indemnity provisions are specifically and expressly intended to constitute a waiver of Vendor's immunity under Washington Industrial Insurance Act, Title 51, only to the extent necessary to provide the City with a full and complete indemnity of claims made by Vendor's employee's. The provisions of this section shall survive the expiration or termination this Agreement.

**Independent Contractor**

It is understood and agreed that this Vendor Application is not a contract of employment and that Vendor is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between Vendor and the City. Any assistants or other help used by Vendor are and shall be deemed the employees of Vendor and in no manner employees of the City. Vendor shall be responsible in full for any payment due its employees, including workers compensation and related costs.

**Discrimination Prohibited**

Vendor shall not discriminate against any employee, applicant for employment, or any person seeking the services of Vendor under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, or presence of any sensory, mental, or physical disability.

\_\_\_\_\_ Authorized to sign for \_\_\_\_\_  
Name Business/Organization Date

**Send application to:**  
**City of Kenmore**  
**Attn: 2017 Food Trucks**  
**PO Box 82607**  
**Kenmore, WA 98028**

**Fax: 425.481.3236 or Email: [communications@kenmorewa.gov](mailto:communications@kenmorewa.gov)**

**OFFICE USE ONLY**

- Food Permit       Insurance       Business License       Restroom Agreement