



Food Vendor Application
2010 Seafair Milk Carton Derby
 Saturday July 10, 2010
 10 am – 4 pm

APPLICATION DUE BY MAY 10, 2010

Company Name	State ID# (UBI):
First Name	Last Name
Mailing Address	City State Zip
Phone	Email

CHECK THE BOOTH YOU WANT AND ADD THE PRICE TO “TOTAL BOOTH FEE”

Booth Size	Price
<input type="checkbox"/> 10 X 10 Space	\$ 275 + 15% gross
<input type="checkbox"/> 10 X 20 Space	\$ 550 + 15% gross
TOTAL BOOTH FEE =	
50% Application Deposit Due with Application =	



LIST EACH MENU ITEM, PORTION SIZE AND SELLING PRICE

MENU ITEM	PORTION SIZE (OUNCES)	EVENT PRICE

CIRCLE THE TYPE OF COOKING UNIT YOU WILL BE USING

Electric Oven/Grill

Propane Oven/Grill

BBQ

CIRCLE ANY ADDITIONAL ITEMS

Electrical Outlets

Water Hook Ups

Ice

Refrigeration

***I have read and agree to the Seafair Food Vendor Booth Rules & Regulations**

Food Vendor Authorized Signature

Date:

Print Name

***Vendors will be selected & notified by May 15, 2010**



Seafair Food Vendor Booth Rules & Regulations

1. Due to limited space, applications are considered based on prior performance, food choice and fun factor.
2. Applications will not be accepted without the **appropriate booth fee deposit. Application due by May 10, 2010**
3. The booth fee deposit is refundable only if you are **NOT** selected to participate.
4. The first half of the booth fee must be submitted with the application as a deposit. Food vendors will be selected and notified by May 17, 2010. If you are not selected your deposit fee will be refunded May 30, 2010. If you are selected the last half of the booth fee is due no later than May 30, 2010.
5. 15% of gross sales at the event are payable to Seafair at the end of the event on July 11, 2010. This amount includes the 10% required by the City of Seattle Parks Department and 5% to Seafair.
6. A master electrician will be on site during load-in to provide electrical support; however, each food vendor is responsible for arranging their order through Seafair and paying for their own electrical needs. Please call Seafair at (206) 728-0123 or email food@seafair.com
8. **NO** ice concessionaire will be located on site, each food vendor is responsible for arranging and paying for their own ice.
9. Each food vendor is responsible for arranging and paying for their own event decoration needs. Please call Seafair at (206) 728-0123 or email food@seafair.com
10. Trash and recycling containers will be placed on site by Seafair; however, each food vendor is responsible for disposing of their own waste. If vendors leave behind any waste, or material they will be fined.
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12. **Seafair reserves the right to review all menus and restrict certain products from being displayed when menu duplication or item price is not in the best interest of the festival, or prior use dictates certain exclusivity.** All food vendors will be notified of any changes that are necessary.
13. Absolutely **NO** vehicles will be allowed to park on-site OR behind the food vendor booths. **Vehicles parked on-site will be towed.** Vendors are allowed to re-stock their booths one hour before the gates open. Vendors may bring car down 43rd but not on grass from **6:30 am to 8:30 am Friday and Saturday, and 6:00 am to 7:00am on Sunday.** Service passes will be provided for each food vendor.
14. Seafair will provide all food vendors with an event operations manual no later than July 1, 2010.
15. Seafair is not responsible for any damage or theft at the event site.
16. All food vendors are responsible for securing the proper health, fire and any other permits required for food vendor booth operation.



17. All food vendors participating at the Milk Carton Derby at Seafair are required to provide \$1 million of liability insurance naming Seafair, the City of Seattle, and any title sponsor as additionally insured.
18. Seafair reserves the right to cancel the events. If the event you selected is canceled, all deposits and fees, less any out of pocket expenses will be returned to each food vendor.
19. Force Majeure. Neither party shall be deemed in default hereunder and neither shall be liable to the other if either is substantially unable to perform its obligations hereunder by reason of any fire, earthquake, flood, tsunami, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, any municipal county, state or national ordinance or law, any executive or judicial order, or similar event beyond such party's control; provided, however, that no party shall be entitled to relief under this section unless such party shall have given the other party reasonable notice of such event and shall have exhausted all reasonable means of complying or implementing alternative means of compliance with its contractual obligations hereunder.
20. Indemnification. The food vendor listed below shall indemnify and hold harmless Seafair, Seafair clients and sponsors, Seafair officers, directors, agents and employees from and against any and all claims, demands, actions, causes of action, fines, losses or damages whatsoever and any cost and expense related, including reasonable attorney fees, arising from the performance of this Agreement or otherwise resulting from the work, services, equipment or materials furnished to or on behalf of Seafair.

**Return completed application with appropriate signature and booth fee deposit to Seafair
• 2200 Sixth Avenue, Suite 400 • Seattle, WA 98121**

