



# Fiesta Latina en el Parque 2024

## FOOD VENDOR AGREEMENT

Welcome to Fiesta Latina en el Parque! Please fill out the agreement below completely and submit it electronically to Mlopez2@ncprd.com. **Please return no later than June 28, 2024.**

### BUSINESS AND CONTACT INFORMATION

Organization Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Contact Title \_\_\_\_\_ Contact Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Website \_\_\_\_\_

Description of food items to be sold at event:

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### EVENT INFORMATION

#### LOCATION

North Clackamas Park  
5440 S.E. Kellogg Creek Dr., Milwaukie

#### EVENT HOURS

Saturday, September 14, noon-4 p.m.

#### SET UP/TAKE DOWN

Set up and take down will both take place the same day on Saturday, September 14.

Set-up – 9–11:30 a.m.

Take-down – 4:15–5:30 p.m.

## FOOD VENDOR GUIDELINES AND POLICIES



**Booth space.** Food vendors will be assigned a 10 X 10 booth space or space for their mobile food unit on a first-come, first-serve basis. Food vendors must provide their own booth set-up, including tent, canopy or covering with adequate weight support, tables, and chairs. The vendor booth space may be located on grass, gravel, dirt, or pavement. Food vendors are not permitted to occupy any area outside of their allotted booth space or obstruct patron traffic or pathways. Food vendors may not transfer their booth to any individual or business.

**Food Vendor Set Up.** Food vendors are responsible for setting up their booth including for covering and/or taping down all electrical cords, securing awnings, etc. according to safety code. Food vendor is responsible for providing all booth items, including appropriate tables, counter space, hand washing buckets, power cords, and appropriate signage. Signage and banners must be clean and professional in appearance and include the name of the organization/business, food items for sale, and prices. Food vendors must comply with all Fire Marshal codes and regulations.

**Electricity.** There will be no electricity available on-site. Please plan on supplying your own generator. Vendors are only permitted to use low-wattage fluorescent or LED lighting.

**Water & Ice.** There will be no access to water or ice on-site.

**Product sales.** Vendors are only permitted to sell items that are listed on their approved agreement and must clearly post pricing at their booth for every product available for sale. Vendors may not transfer their booth to any individual not listed in the approved agreement. Signage and banners must be clean and professional in appearance.

**Insurance.** Food Vendors shall provide a certificate of insurance covering general liability in the amount of \$1,000,000 naming the "North Clackamas Parks and Recreation District and Clackamas County" as additional insured.

**Licenses & Permits.** Any food vendor that is only registering for this event should obtain a "Temporary Business Registration" which allows you to sell for no more than 14 days.

Food vendors are also required to show proof of their temporary restaurant license with Clackamas County or proof of exemption status. For more information please visit:

<https://www.oregon.gov/oha/ph/HealthyEnvironments/FoodSafety/Documents/tempguide.pdf>

Businesses preparing or selling food at the event are required to comply with all public health guidelines.

Food vendors must have a copy of food handler cards and a copy of your temporary restaurant license with Clackamas County on hand during the event.

**Beverage Policy.** Alcohol is not permitted on site during the festival. Non-alcoholic beverages shall not be sold in glass containers.

**Clean Up.** Vendors are required to maintain the cleanliness of their area, which includes regular trash pick-up. Vendors must place all refuse in the designated event dumpster and recycling container located at the park, and NOT in the garbage cans used for event attendees. Vendors must NOT dump contaminated water, grease, oil, or any other liquids in the park or storm drainage system.



**Cancellation.** Vendor services may only be cancelled by written notice received by North Clackamas Parks & Recreation District no less than thirty (30) days before the event date or a \$500 fine shall be incurred.

### **SELECTION PROCESS**

Selection and placement of vendors is at the sole discretion of North Clackamas Parks & Recreation District (NCPRD). NCPRD reserves the right to refuse vendor space at any time and prohibit the sale of certain items listed in the vendor's agreement. NCPRD will review agreements as received and will approve vendors based upon the quality of products offered, pricing, and the degree to which the applicant's products are consistent with the nature of the event.

### **COMPLIANCE AGREEMENT**

By signing and submitting this agreement, the vendor agrees to:

1. The vendor shall ensure that all employees/volunteers and booth-related invitees are orderly and polite in their conduct and speech.
2. Vendors must be present at their booths throughout the event. No vendor booths may be dismantled or removed before the close of the event.
3. Vendors shall be responsible for keeping the space assigned to them in a clean and sanitary condition at all times. North Clackamas Parks & Recreation District will provide receptacles for trash and recycling.
4. Vendors must have a copy of all required food handlers cards and a copy of your temporary restaurant license with Clackamas County on hand during the event.
5. Smoking is prohibited at all NCPRD facilities.
6. Only service animals will be allowed in the event area.
7. Each vendor shall indemnify and hold harmless Clackamas County, North Clackamas Parks & Recreation District, Milwaukie Community Center, City of Milwaukie, their directors, officers, volunteers, employees and agents from and against any and all claims, damages, losses and expenses including but not limited to personal injury, property damage and attorney fees arising out of or resulting from activities of vendor, or its representatives.
8. Vendor assumes all responsibility for any loss, damage, claim or other injury to any third parties resulting from or relating to the use of its assigned space on the site or by vendor's employees, agents or representatives, and shall indemnify and hold harmless NCPRD and the City of Milwaukie and their employees, agents or representatives from any and all such loss, damage, claim, injury or other expense relating thereto.
9. NCPRD reserves the right to prevent any vendor who does not comply with the rules and regulations from operating. No refunds or payments will be made, nor can the vendor hold NCPRD responsible for revenue lost during the time when the vendor was not operating.
10. Vendor shall occupy and perform in compliance with all laws, ordinances, regulations and governmental rules and regulations. Exhibitor shall obtain any and all City, County, State, or Federal Licenses, inspections or permits required for the operation of the booth at Exhibitor's expense prior to set-up day.

I have read, understand and will comply with all rules and regulations as outlined in this agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_