

2024 Covington Days Festival Vendor Agreement

This Agreement is entered into this day, by and between the City of Covington (the "City"), a Washington municipal corporation, and the vendor listed in the signature page below (the "Vendor"). In consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. Services.** The Vendor agrees to perform services under this Agreement primarily as a merchandise, food, services, or information vendor ("Services") as set forth in Exhibit A, which is incorporated by this reference, at the 2024 Covington Days Festival (the "Festival") located at 169th Place SE/SE 270th Place and Valley Medical North Lot between the hours of 10:00AM and 7:00PM July 20, 2024, and 10:00AM and 5:00PM July 21, 2024.
- 2. Term.** The term of this Agreement shall commence upon the effective date of this Agreement, which shall be the date of mutual execution, and shall continue through the clean-up of the Festival at 6:00PM on July 21, 2024.
- 3. Compensation.** The Vendor agrees to pay the City the following fees (check all that apply):
 - Non-Profit Organization Vendor: \$75
 - Arts & Craft Vendor: \$75
 - Commercial Vendor: \$185
 - Professional Services Vendor: \$300
 - Non-Food Vendor Electricity: \$80
 - Food Vendor Fee: \$200
 - Food Vendor Electricity: \$120
 - Late Application Fee: \$55
- 4. Termination.** Unless otherwise specified in this agreement, either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days' written notice at its address set forth on the signature block of this Agreement. The City may terminate this Agreement immediately if the Vendor fails to maintain required insurance policies or violates Sections 6, 15, and/or 16.
- 5. Independent Contractor.** The Vendor is considered to be an independent contractor. The Vendor shall pay all income and other taxes due and are responsible for reporting the same. The Vendor will be solely responsible for its acts and for the acts of its agents, employees, or representatives during the performance of this Agreement.
- 6. Rules and Regulations.** Vendor acknowledges and agrees to fully comply with the Covington Festival Rules and Regulations ("Rules"), incorporated herein by this reference, as amended by the City from time to time, and attached as Exhibit B. Any refunds for fees paid by the Vendor pursuant to Section 3 shall be subject to the Rules. The Rules are in addition to the terms set forth in this Agreement. Should any language in the Rules conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.
- 7. Vendor Responsible for Taxes.** Vendor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
- 8. Indemnification.** To the maximum extent permitted by law, the Vendor shall defend, indemnify, and hold harmless the City and all of its officials, employees, volunteers, principals, sponsors, and agents from, and shall process and defend at its sole expense, any and all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any errors, omissions, or negligent or intentional acts of the Vendor and its employees, agents, volunteers, or representatives in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Vendor and the City, its officers, officials, employees, and volunteers, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. In the event either party incurs attorney's fees, costs, or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party. The provisions of this section shall survive the expiration or termination of this Agreement.
- 9. Insurance.** All food Vendors shall at a minimum obtain and carry the following insurance in such forms and with such carriers who have a rating satisfactory to the City:
 - 9.1. Commercial General Liability.** Commercial general liability insurance covering liability arising from premises, operations, independent contractors, personal injury, and advertising injury and written on ISO occurrence form CG 00 01 with combined single limits of liability not less than \$1,000,000 each

occurrence, \$1,000,000 general aggregate for bodily injury, including personal injury or death, products liability, and property damage. Commercial general liability insurance must include completed operations/products liability insurance of at least \$1,000,000.

- 9.2. No Limit of Liability. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. The Vendor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.
- 9.3. Additional Insured. The City shall be named as additional insured on all commercial general liability insurance policies, including, but not limited to, completed products.
- 9.4. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Assignment and Subcontract. The Vendor shall not assign or transfer any interest in this Agreement or Sub-contract any portion of the Services contemplated hereunder.

11. Amendment. This Agreement may not be modified or amended except by writing signed by all parties hereto.

12. Governing Law / Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington and the venue for any cause of action arising out of this Agreement shall be King County, Washington.

13. Attorney's Fees. In the event of any default under this Agreement, the substantially defaulting party agrees to pay the substantially non-defaulting party's reasonable expenses which the latter incurs by reason thereof, including but not limited to reasonable attorney's fees, whether with respect to the investigation of such default or the determination of the application or the pursuit of remedies with respect thereto, or in legal proceedings, or otherwise. The term "legal proceedings" as used in this paragraph shall include all litigation, arbitration, administrative, bankruptcy, and judicial proceedings, including appeals therefrom.

14. Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

15. Compliance with Laws. Vendor shall comply with and perform the Services in accordance with all applicable federal, state, local, and City laws including, without limitation, all City codes, ordinances, resolutions, regulations, rules, standards, and policies, as they currently exist or as amended, adopted, or made effective in the future.

16. Authority. The individual executing this Agreement on behalf of the Vendor represents and warrants that said individual is duly authorized to execute and deliver this Agreement on behalf of the Vendor.

[Signature Page Follows]

My signature below certifies that I have read, understand, and agree to comply with the terms of this Agreement.


VENDOR:	CITY OF COVINGTON:
By: _____	By:  _____
(signature)	(signature)
Print Name: _____	Print Name: Maia Goranson
DATE: _____	Its: Recreation Coordinator
	DATE: 1/3/2024 _____

Exhibit A

Vendor Services

1. Vendor Services. Vendor shall provide services ("Services") for 2024 Covington Days Festival (the "Festival") located at 169th Place SE/SE 270th Place and Valley Medical North Lot between the hours of 10:00AM and 7:00PM July 20, 2024, and 10:00AM and 5:00PM July 21, 2024. All services will be held in a manner consistent with the accepted practices for other similar services, performed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the Recreation and Cultural Arts Manager and City staff. The Services include, but are not limited to:

* Selling or promoting commercially produced goods or imported products, promotion of a service-based business, selling items exclusively made by the vendor, promoting non-profit organizations, and preparing and selling food products.

2. Products. All food, beverage, or other products offered for sale by Vendor to the public shall be approved in writing by the City prior to distribution or sale of any such products. Vendor shall comply with any reasonable requests made by the City to either add or eliminate certain types of food, beverage, or other products.

3. Customer Service. Vendor and all of its employees, agents, or representatives shall provide the highest quality of customer service and shall treat all customers with courtesy and respect. Vendor shall honor all reasonable requests for refunds including requests from customers that are dissatisfied with any food, beverage, or other product sold by Vendor.

4. Employee Appearance. All of Vendor's employees, agents, representatives or licensees shall have a neat, clean and sanitary personal appearance.

5. Employee Training. Vendor shall provide a training program for its employees, agents, or representatives for the development of the skills and techniques necessary to perform its obligations under this Agreement including but not limited to promoting customer service, produce and service presentation, cleanliness, positive attitude and promoting the City Parks and Recreation Department's philosophy and policy.

Exhibit B

Covington Days Festival – 2024 Vendor Rules and Regulations

1.0 Vendor Application/Fees

- 1.1 Vendor applications, accompanied by the booth fee, must be received by May 31, 2024. Any applications received after this date may be assessed a \$55.00 late fee.
- 1.2 Vendor booth fees are accepted by check, money order, cash or credit card. Cash and credit card payments must be made in-person at Covington City Hall.
- 1.3 If the booth fee is made by check, the City will mail a Notice of Acceptance once the check clears the bank and the City has accepted the application. All returned checks will be subject to the current bank NSF (non-sufficient funds) fee and the application will not be accepted. The canceled check or Notice of Acceptance will serve as a receipt.
- 1.4 **No refunds will be provided after the date of the City's Notice of Acceptance.**
- 1.5 Submitting an application is NOT a guarantee of acceptance. The City reserves the right to limit the number of accepted applicants per category (pursuant to Section 2.0 below) to ensure the proper representation of products, merchandise, and services. Non-Profit, Arts & Crafts, Professional Services, and Commercial applications will be reviewed and accepted by the City on a first come, first served basis for each vendor category. Food vendor applications will be reviewed based on menu selection, food quality, and booth appearance. The City reserves the right to deny any vendor application or to place additional conditions on vendor acceptance to maintain the purpose of Covington Days as a family-friendly, community-focused event.
- 1.6 Once a given vendor category is filled, the City will maintain a wait list for that category. After June 16, 2024, any non-allocated booth spaces in a given category may be awarded to vendors on the waiting list according to the percentages established for each vendor category area.
- 1.7 If your application is not accepted, the City will provide a full refund of the application fee paid.
- 1.8 Upon acceptance to the Festival and prior to July 1, 2024, vendors will be mailed a site map, parking instructions, and Festival details.

2.0 Vendor Categories and Definitions

- 2.1 Non-Profit Organizations (15%). A non-profit organization that provides direct benefits to the residents of Covington and has the proper 501(c)3 designation by the state of Washington.
- 2.2 Arts & Crafts (50%). Vendors featuring only original art and handcrafted items made exclusively by them (e.g. shaped, painted, knitted, sewn, grown, photographed, processed, dried, etc.), not including food. Imported handmade items, consignments, or kits are considered a commercial product and must apply as a Commercial vendor.
- 2.3 Commercial (20%). Vendors promoting or selling commercially produced goods that have been made or manufactured by a third-party, including imported products.
- 2.4 Professional Services (15%). Vendors consulting or promoting service-based businesses (i.e. financial advisors, insurance agencies, installers, doctors, etc.) in which a good or service is provided at a later date and in which no money is exchanged on site.
- 2.5 Food. Vendors selling food that is prepared for immediate consumption including "hand crafted" food items.

3.0 Booths (non-food)

- 3.1 A standard single (non-food) booth space is 10' x 10'. A vendor may request to purchase additional booth space for an additional fee. Any and all booth equipment and supplies, including, without limitation, tables, chairs, tents, canopies, or any other supplies and equipment must be contained within Vendor's assigned booth space. Tents, canopies, displays, or any other booth component that covers the booth space but angles and/or protrudes out from the cover beyond the booth space are not allowed. The City reserves sole judgment in determining if any portion of a booth is in violation of this regulation and requires correction.

- 3.2 Vendors are responsible for their own tables, chairs, tents, canopies, and any and all other supplies and equipment used at their booth.
- 3.3 Tents and/or canopy legs must be secured by weights (no less than 40 pounds per leg).
- 3.4 No loud music, televisions, generators, or other audible sound/noise is permitted to be projected from the booth. The City reserves sole judgment in determining if any music or sound/noise is in violation of this regulation.
- 3.5 Vendors' booths must be staffed at all times the Festival is open to the public by at least one person who is responsible for monitoring the Vendor's booth. The City is not responsible for the loss or damage of any vendor equipment, supplies, or other items or materials at a vendor's booth.
- 3.6 Vendors are not permitted to sell or canvas on the Festival grounds away from their designated booth space.
- 3.7 No alcoholic beverages are allowed in the booths or on Festival grounds
- 3.8 The City reserves the right to restrict any activities determined by City staff, at their sole discretion, to interfere with public areas, safety, or programming.
- 3.9 Non-food vendors may NOT sell or give away any type of food or beverages, including water that directly or indirectly competes with food vendors.
- 3.10 Placement and assignment of booth spaces is at the sole discretion of the City.

4.0 Food Vendors

- 4.1 Food vendor applications will be accepted on a first come first served basis. Duplicate genre/styles of cuisine will not be accepted.
- 4.2 Food vendors who are accepted into the festival must pay a \$165 fee to participate and a \$100 fee for electricity. These fees are non-refundable.
- 4.3 Food vendors are subject to all the rules and regulations included within unless otherwise noted.
- 4.4 Food vendors are responsible for meeting all King County Health Dept. requirements and provide a copy of the health permit and a certificate of insurance to the festival by July 1, 2024.
- 4.5 All Food Vendors must secure, maintain and provide proof of insurance coverage within two (2) weeks of the City's approval of their vendor application. The coverage shall be: Commercial General Liability of no less than \$1,000,000 and Completed Operations/Products of no less than \$1,000,000. The City of Covington must also be named an additional insured.

5.0 Set-up and Take Down

- 5.1 Vendors must set-up their booth at their designated time: • Friday, July 20, 2024 5:30-6 p.m. – Vendors with electricity and vendors using large trucks or trailers to drop-off supplies. • Friday, 6:30-8:30 p.m. – Open to all vendors, limited load-in parking on site. • Saturday, 8-9:30 a.m. – Open to all vendors. NO LOAD-IN PARKING ON SITE.
- 5.2 Vendors must take down their booth and remove all booth equipment, supplies, and materials on Sunday, July 21, between 5-6 p.m.
- 5.3 Vehicles of any kind are not allowed to be anywhere inside the designated Festival grounds at any time during the Festival.

6.0 Vendor Parking

- 6.1 There are a limited amount of parking lots that will be designated for the Festival. Vendors are responsible for parking in one of those designated lots that are first come, first served. A map will be provided with the vendor packet mailed in July.
- 6.2 Vendors may not park on the designated Festival grounds at any time during the festival.

7.0 Electricity

- 7.1 Standard booth spaces do not have electricity. If required, electricity will be provided for an additional fee paid upon submission of the Vendor Application.
- 7.2 Vendors must utilize only electrical equipment that complies in all aspects with the National Electric Code. Vendors may not use any non-grounded two-wire extension cords or any non-grounded equipment.

8.0 Garbage/Recycling

Vendors are responsible for keeping their booth space clean of trash and/or debris, including broken down boxes, at all times. The City will provide trash and recycling receptacles throughout the Festival grounds. Items that cannot be put into trash or recycling bins must be removed by the vendor.

9.0 Health Permits

All Food Vendors, including any vendor providing food sampling, are responsible for and must secure and maintain the necessary health and food handling permits with the King County Health Department for the duration of the Festival. Pursuant to the Vendor Application, Food Vendors must submit said documents by July 1, 2024.

10.0 Insurance

All Vendors must secure, maintain and provide proof of insurance coverage by July 1, 2024. The coverage shall be: Commercial General Liability of no less than \$1,000,000 and Completed Operations/Products of no less than \$1,000,000. The City of Covington must also be named an additional insured.