

VIETFEST 2023 VENDOR APPLICATION

The Plaza at Tysons Corner Center (7901 Tysons One Pl, Tysons, VA 22102)

Saturday, August 12, 2023 – 10:00am to 10:00pm

Sunday, August 13, 2023 – 11:00am to 8:00pm

Deadline: July 31, 2023

Company Name: _____

Full Name and Title: _____

Street Address: _____

City, State, and Zip: _____

Phone: _____ Email: _____

Booth* (10' x 10' tent with 8 feet table and 2 chairs)	Price	Required Trash Fee	Quantity	Total															
Exhibition** (no exchange of money; \$100 discount for 2 or more)	\$1000	\$100																	
Commercial** (\$100 discount for 2 or more)	\$1200	\$100																	
Food/Drinks/Dessert***^ (\$200 discount for 2 or more)	\$2000	\$200 \$400 (sugarcane)																	
Electricity (circle your choice)																			
<table border="1"> <thead> <tr> <th>Amps</th> <th>120V</th> <th>240V</th> </tr> </thead> <tbody> <tr> <td>20</td> <td>\$200</td> <td>\$250</td> </tr> <tr> <td>40</td> <td>\$400</td> <td>\$450</td> </tr> <tr> <td>60</td> <td>\$500</td> <td>\$550</td> </tr> <tr> <td>80</td> <td>\$600</td> <td>\$650</td> </tr> </tbody> </table>	Amps	120V	240V	20	\$200	\$250	40	\$400	\$450	60	\$500	\$550	80	\$600	\$650				
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Additional Tables/Chairs	\$20/\$5																		
Security Deposit (Refundable 1-3 Weeks Post-Event)	\$200			\$200															
Nonprofit Discount (with 501c3 letter)	-\$100																		
TOTAL																			

*Vendors will know their final booth location the week of the festival. Booth assignments are final. Booths are non-transferable and may not be shared.

****Partner Level Sponsors** or higher are exempt from booth cost and security deposit, but are still responsible for additional tables, chairs, or power.

^Each **Food Vendor** is responsible for applying for a **Temporary Food Establishment Permit** on its own and will not be allowed to participate in the festival without a food permit. **Applications must be applied by July 31, 2023.**

VENDOR DESCRIPTION

Please list all items you intend to display or sell. Items not listed or approved by the Vendors Committee may result in expulsion from the festival.

1 _____	2 _____
3 _____	4 _____
5 _____	6 _____
7 _____	8 _____
9 _____	10 _____

NO REFUND – RAIN OR SHINE.

DEADLINE to submit application* is **July 31, 2023** with check payable to the order “NOVAL-DC” and sent to the following address:

**VietFest Vendor Committee
6815 Chestnut Avenue
Falls Church, VA 22042**

I, _____, have read and agree to the terms and conditions stated in the **Vendor Guidelines**.

Vendor’s Signature Date

* Application is not complete until payment is received.

**VENDOR CHECKLIST
(please initial by each that applies)**

_____ Vendor Application	_____ Fire Prevention Permit (if using any cooking device)
_____ Vendor Description	_____ Certificate of Insurance (Food Vendors only)
_____ Read and Understood Vendor Guidelines	_____ Copy of Driver’s License
_____ Temp Food Establishment Permit (from Fairfax County Health Department)	_____ Payment

VENDOR GUIDELINES

I. Date, time, and location for the 2023 Vietnamese Heritage Festival held by NOVAL-DC:

- a. Date/Time: Saturday, August 12, 2023 from 10:00am to 10:00pm and Sunday, August 13, 2023 from 11:00AM to 8:00pm
- b. Location: Tysons Corner Center, 7901 Tysons One Pl, Tysons, VA 22102

II. Security Deposits and Refund:

- a. A \$200 security deposit is due at time of application.
- b. Security deposits may be forfeited for damages or repeated violation of the guidelines.
- c. The Security Deposit will be fully refunded to the vendor by September 30, 2023 if the rented booth(s) is left tidy and clean (no garbage left for disposal by Festival volunteers).
- d. Vendor shall notify the food vending coordinator of his/her intent to leave the booth in the evening prior to leaving, so they can jointly check the condition of the booth and the surrounding areas.
- e. Refund
 1. Full Refund—Cancellation in writing within five (5) days of contract execution date or July 31, 2023, whichever comes first.
 2. No Refund—Cancellation after July 31, 2023.
- f. No refund – rain or shine at event

III. Booths:

- a. **Setup and Maintenance:** NOVAL-DC will provide Vendor with a covered booth (for outdoor vendors) and one (1) table and 2 chairs. Vendor's actual booth location will be assigned by the Vendor's Committee and such decision **shall be final**. Vendor will know their final location the week of the Festival.
 - i. Booth fixtures and materials cannot be packed or removed until the close of the Festival. Food Vendor will only be permitted to set-up their space between 8:00 am and 10:00 am on the date of Festival.
 - ii. Vendors may not remove any part of the booth without notifying the Vendors Committee.
 - iii. Vendors are prohibited from sharing or subletting any part of their booth space with any other business or sponsor.
 - iv. Amplified sound within exhibit space is prohibited in Vendor areas.
 - v. The following items are strictly PROHIBITED from being sold, displayed, distributed, or used by Vendor: Illicit Drugs; Cigarettes; Firecrackers, Fireworks, or Similar Items; Weapons and Firearms; Vulgar, Offensive, Sexually Explicit, or Obscene materials as judged by NOVAL, and such judgment shall be final.
- b. **Electricity:** May be purchased optionally with one (1) electrical outlet within 25' distance. **Vendors are required to use a surge protector and provide their own extension cord to connect to central power.** Vendors are prohibited from overusing power. The third offense will result in expulsion from the Festival. Food booths are allowed 2 sockets, with a maximum of 1 surge protector per socket. All other booths are allowed 1 socket. Vendors are prohibited from connecting one surge protector to another. Vendors requiring power exceeding the 20amp limit may purchase additional power at cost. Please notify the Vendor Committee if you require any special plug requests such as 240V or round plugs. Outside power generators are strictly prohibited.
- c. **Promotional Materials:** Vendor is prohibited from soliciting, selling, and promoting its products/services, including but not limited to, distributing fliers, greater than ten (10) feet around Vendor's booth. Vendors may not leave any of their promotional materials in areas such as food court, public tables, etc. If the Vendor Committee finds any promotional item in restricted areas, Vendor will be warned. The third offense will result in expulsion from the Festival.

V. Inspection and Approval

- a. Health Inspection – Health Inspector will begin his inspection of food booths at 8:30am on Saturday, and 9:30am on Sunday. Vendors are expected to follow latest COVID-19 public safety guidelines related to food preparation and service.
- b. Menu and merchandise selections must be approved in advance by NOVAL-DC.
- c. NOVAL-DC reserves the right to exclude certain Vendor products or services and retain the right to assure reasonable pricing for items of sale.
- d. Vendor may be requested to remove a product or service displayed at the Festival at the sole discretion of NOVAL-DC if deemed unsuitable by NOVAL-DC, and such decision shall be final. Vendor agrees that NOVAL-DC shall not be liable for any damages or losses, pecuniary or otherwise, either foreseen or unforeseen, incurred by Vendor as a result of such action.
- e. NOVAL-DC reserves the right to remove any Vendor from the Festival if NOVAL determines that the Vendor has not conformed to the rules and regulations of this contract or has misrepresented its product/service. In such instances where contract violations result in removal of Vendor, all fees shall be forfeited.
- f. NOVAL-DC has full authority to stop Vendor from operating, without refund, should Vendor sell or promote products and/or services other than those stated in Vendor's application.
- g. Food Preparation – Food vendor must follow Fairfax County's Health Department Guidelines.
- h. Fire Prevention – All vendors must follow Fairfax County's Fire Department Guidelines.

VENDOR GUIDELINES (continued)

VI. Inspection and Approval

- a. **Required Meeting:** All Food Vendors are required to attend a Food Vendor's Meeting scheduled by NOVAL-DC to learn about the Health Department's requirements, unless such Food Vendor has attended the Health Department's Meeting before.
- b. Vendor is responsible to obtain Temporary Food Establishment Permit and Fire Prevention Permit at least 30 days prior to the event.
- c. A certified fire extinguisher is required (applicable only to food vendors). See Fairfax County's Fire Department for more details.
- d. **Food Preparation:** Food Vendors are prohibited from preparing foods at home (i.e. marinating meats, chopping vegetables, etc.). Everything must be made in a commercial restaurant or at the food stand.
- e. **Trash:** Vendors shall provide their own trash bags and trash cans. Vendors shall dispose of their trash at the dumpsters provided by the Festival Committee. Vendors must observe proper disposal of used cooking oil.
- f. **Certificate of Insurance Requirements**
 - 1. Food Vendor must assume responsibility for, and agree to indemnify and hold NOVAL-DC and their respective officers, owners, employees and agents harmless from any liability or expense, including governmental charges or fines and attorney's fees, in connection with any and all claims, demands and causes of action, created by, arising out of or resulting from (i) Food Vendor's installation, removal and maintenance of space and supplies; (ii) Any goods, products, samples or souvenirs made available by participant; (iii) Food Vendor activities at the VietFest 2023 and occupancy or use of the facility or any part thereof. By executing the Vendor Application, Food Vendor warrants that it has and shall maintain in full force and effect through the dates of the VietFest 2023 comprehensive general liability insurance, with coverage including personal injury, broad form property damage, contractual liability, operations hazard, and products liability, in limits of not less than \$1,000,000 which insurance specifically covers all Food Vendor's activities on or off site of the facility and related to VietFest.
 - 2. **Minimum Limits of Insurance** – Participant shall maintain limits no less than: (i) General Liability - \$1,000,000 Per Occurrence for Bodily Injury and Property Damage; (ii) \$1,000,000 General Aggregate; Note – these limits can be obtained through a combination of general liability and excess liability insurance.
 - 3. **Required Additional Insured Endorsement** – Vendor must deliver a separate certificate of insurance to NOVAL-DC. The insurance policy must be endorsed to show NOVAL-DC as additional insured.
 - 4. Insurance can be acquired at [www.quickeventinsurance.com/apply-today]. Please note that you are not obligated to obtain the insurance at the website above.

VI. Liability and Regulations:

- a. **Legal Compliance:** Vendor agrees to comply with all the regulations of the facility hosting the Festival and all federal, state, and municipal laws, including health and safety. Vendor agrees to be responsible for collection and reporting of sales tax as required by law. Vendor shall be responsible for obtaining all licenses, permits, health certificates or items required by governmental agencies in order that Vendor's booth/concession may be lawfully operated..
- b. **Liability:** Vendor agrees to be held responsible for Vendor's own actions and the actions of its staff within Festival grounds that may result in additional fines by the venue, city, county, or other levels of government; e.g., oil spills.
- c. Vendor will be responsible and liable for delivery, handling, assembly, and removal of all supplies, materials, trash and fixtures.
- d. **Indemnification:** Vendor agrees to indemnify and hold harmless NOVAL-DC, its officers and directors, agents, partners, representatives, and employees from any and all claims, damages, losses and liabilities arising from Vendor's participation with the Festival.
- e. **Waiver:** NOVAL-DC assumes no responsibility for damaged or lost articles/booths/exhibits.
- f. **Force Majeure:** NOVAL-DC shall not be responsible for any loss to Vendor due to natural causes or force majeure including, but not limited to, snow, rain, thunder and lightning, and wind.
- g. **Copyright:** Vendor grants full permission to NOVAL-DC to use Vendor's name, photographs, videotapes, motion pictures, recordings or any other record of this event for any legitimate purpose, without compensation or remuneration.
- h. Vendor is solely responsible in collecting and paying any applicable sales tax.