



Walnut Beach Association  
P.O. Box 2279  
Milford, Connecticut, 06460  
[www.WalnutBeachAssociation.com](http://www.WalnutBeachAssociation.com)  
[WalnutBeachContact@gmail.com](mailto:WalnutBeachContact@gmail.com)

# WALNUT BEACH FESTIVAL

## FOOD COURT

### REGULATIONS AND FAIR PARTICIPATION AGREEMENT

#### 2018 Walnut Beach Festival

#### **Section 1: Application**

- The undersigned Applicant hereby requests permission to participate in the 2018 Walnut Beach Festival (“Festival”) as a Food Group Vendor. The Applicant recognizes that Walnut Beach Association (“WBA”) is the governing body for the Festival and agrees to abide by all regulations and rules as they relate to the Festival. Such decisions may include the requirement that the Applicant/Vendor leave the premises of the Festival.
- Applicant understands that this document is not a Contract for space for the Festival, but a component of the application for said space. The Applicant shall not be entitled to space during the Festival unless the Applicant receives a Notice of Acceptance of its Application by WBA. Upon receipt of such notice from WBA, the Applicant will become a Vendor in the Festival.

#### **Section 2: Food Items**

- The Applicant/Vendor will be restricted to a limited number of categories of food items as described by the completed application and approval by WBA Festival Chairperson.
- All Applicant/Vendors who use cooking oils and/or deep fryers shall be responsible for disposing of waste oils they produce in accord with regulations of the City of Milford.
- No Applicant/Vendor will be permitted to exhibit and sell any souvenir items which are registered trademarks or service marks of the Festival. Applicant/Vendors who misrepresent their food items, sell items not approved to be sold by WBA, or who do not comply with rules and regulations of WBA whether written or otherwise will be asked to leave the Festival premises and forfeit the space fee.
- In the event a proposed food or beverage item presents a question as to acceptability, WBA reserves the right to final determination as to the acceptability of said item in conjunction with the Milford Health Department (if applicable).
- All Vendors must be completely set up one hour before the Festival opening time to the public. The Festival opening time is 10:00 A.M. Vendors arriving late will not be entitled to set up and will forfeit their space fee and deposit.

#### **Section 3: Health Code/Permit Compliance**

- The Applicant/Vendor must submit a signed “Health Department Compliance” statement with its Application, which is attached hereto and marked as Addendum A. The Milford Health Department issues “Guidelines for Food Service at Temporary Events.”
- All Applicant/Vendors are required to have a “Temporary Event Food Booth Permit issued by the Department of Health of the City of Milford for the day of the Festival or annual Food Vendor Permit issued by the Department of Health of the City of Milford. No Applicant/Vendor will be permitted to sell food items without such Permit. Failure to obtain said Permit will result in forfeiture of the Vendor’s space fee. An “Application for Temporary Event Food Booth” and “Temporary Event Information” form should be obtained directly from the Milford Department of Health. <http://www.ci.milford.ct.us/environmental-health-division/pages/food-protection>
- Only food, beverages and authorized souvenirs will be permitted to be sold from the Food Booths.

#### **Section 4: Application and Space Fees**

- Payment of space fee and deposit must be made in full at the time of application and be in the form of bank check, organization check or money order payable to “Walnut Beach Association.” Personal checks from an individual will not be accepted. Applications received later than July 15th will be considered on a space



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available basis. Space fees will be returned to the Applicant/Vendors if the Application is not accepted by WBA.

- The fee per basic space is \$100.00 for vendors, subject to final WBA review. Acceptability of the Applicant/Vendor's banner, signage and tent are at the discretion of WBA and vendor hereby agrees to abide by such decision.

#### **Section 5: Spaces**

- The basic space size allotment will be a minimum of 12' x 12'. Spaces larger than 12' x 12' will be assigned based on availability.
- The Applicant/Vendor understands that space allocations will be made by WBA. Requests for particular space locations will be considered although WBA will determine the final location for all participants.
- The contracted space is to be used solely by the Applicant/Vendor as represented on the Applicant/Vendor's Application for space. The Applicant/Vendor may not sublet, assign or share the space with another Applicant/Vendor. Only food items approved by WBA will be allowed in the contracted Food Vendor's space. Applicant/Vendors may use their allocated space and the area immediately behind such space to cook/prepare food, store supplies and equipment.

#### **Section 6: Insurance**

- All Food Group vendors shall provide a copy of a certificate of insurance, naming WBA as the additional insured party. Failure to adhere to this requirement may lead to dismissal from the Festival and forfeiture of fees and deposit.

#### **Section 7: Cancellations**

- In the event an Applicant/Vendor has been accepted as a Food Group Vendor in the Festival and subsequently withdraws from the event, the following will apply: 1) Cancellations must be in writing to the WBA; 2) Cancellations made more than thirty (30) days prior to the Festival will allow the Vendor to receive back the space fee, and 3) Cancellations made thirty (30) days or less prior to the Festival will result in the forfeiture of the Applicant/Vendor's space fee.

#### **Section 8: Mandatory Policy Items**

- Participation as a Food Vendor in the Festival requires that each organization maintain a clean service space. Trash barrels will be provided by the Festival in food court area. Vendors are required to pack in/pack out food/trash items related to food preparation/selling. WBA will make every effort to provide limited trash removal services.
- Food Vendors are required to be inspected & approved by Milford Health Department representatives in order to open for business.
- Food Vendors are required to remain on site for the duration of the festival.

#### **Section 9: Miscellaneous**

- Parking: Vendors park at their own risk on the Festival grounds and public streets. WBA is not responsible for vehicle damage, parking tickets and towing charges. All vendor vehicles must be removed from Festival grounds by 7:00 p.m. (or as directed by WBA) or vehicle(s) will be towed at owner expense.
- Weather: It is understood that the Festival will take place rain or shine and, in the event of an act of God, such as a hurricane or other event not in the control of WBA, the space fee will not be refunded to the vendor.

#### **Section 10: Booth Supervisor**

- Applicant/Vendor is required to designate a Booth Supervisor(s) to oversee the operation of their Food Booth. The Booth Supervisor is responsible for Applicant/Vendor's compliance with all applicable WBA, City of Milford and State of Connecticut rules and regulations on the day of the Festival. Booth Supervisors



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will be required to sign in with Festival Chairman on Sunday morning prior to the opening of Applicant/Vendor's booth.

**Section 11: Liability**

- The Applicant/Vendor hereby agrees that he/she will hold harmless from liability the Walnut Beach Association, the City of Milford, Connecticut, and any member or representative of said organizations who acts within their capacity as a member or representative thereof, from injury, loss or damage that may occur to the Applicant/Vendor or their employees, assistants and volunteers, from any causes whatsoever. The Applicant/Vendor, upon signing the Agreement, hereby expressly releases the aforementioned from any and all claims for such loss, damage or injury.



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## 2018 Walnut Beach Festival Acknowledgement of Regulations and Fair Participation Agreement

### Addendum A

Please sign and complete Acknowledgement. Acceptance of your application will be delayed if this section is incomplete!

#### Acknowledgement of Regulations & Fair Participation Agreement

The Applicant/Vendor hereby agrees that its representative and an officer of the organization have read and understand the Regulations and Fair Participation Agreement, have read and understand the Milford Health Department's "Guidelines for Food Service at Temporary Events", have read and understand the Food Court guidelines and procedures for sales, and, as consideration for being accepted as a participant by the Walnut Beach Association (WBA) into the Festival as a Food Court Vendor, hereby agree to all the terms and conditions in the aforesaid documents. The undersigned further acknowledges that (s)he and the members in the Vendor's organization will abide by any and all regulations, rules and decisions, whether written or otherwise, made by WBA or its Committees, including the Applicant/Vendor and its members being asked to leave the Festival for due cause.

Organization/Company Name \_\_\_\_\_

Organization Mailing Address: \_\_\_\_\_

Applicant/Vendor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Applicant Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

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

**Please send completed and signed application (Schedules A, B, and C) with payment to:**

Walnut Beach Festival  
PO Box 2279  
Milford, CT 06460

*If you have questions: Contact Kim Thompson 203-556-1894 or [kisc05@optimum.net](mailto:kisc05@optimum.net)*



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## 2018 Walnut Beach Festival Food Court Vendor Application

### FOOD COURT APPLICATION FORM –Schedule A

Item	Size	Unit Price	Quantity	Extended Cost
Application Fee	12' x 12' min	\$100.00		\$
<b>TOTAL FEES (enclose check for this amount)</b>				<b>\$</b>

Please answer the following and complete additional schedules as required:

Will you have a tent(s)?       Yes    Describe tent size & quantity:  
 \_\_\_\_\_  
 No

Do you have your own food trailer?       Yes    Complete Schedule B – Trailer/Vans Addendum  
 No

Will you be bringing a generator(s)?       Yes    Describe applicant-provided electric service:  
 \_\_\_\_\_  
 No    Electric service is not required.

Are you licensed with the Milford Health Department?       Yes    Please provide Permit #:  
 \_\_\_\_\_  
 No    We will apply for Temporary Permit with  
 Milford Health Department

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## 2018 Walnut Beach Festival

### SCHEDULE B TRAILERS & VANS

#### TRAILERS PLANNED TO BE UTILIZED AT FESTIVAL

Organizations that plan on using food trailers will be permitted only if they meet WBA and Milford Health Department standards.

Please provide the following information:

Size: \_\_\_\_\_

Description \_\_\_\_\_

A photograph of equipment is appreciated (include with application or email to Festival Chairperson)

#### TRUCKS/VANS

Dimensions \_\_\_\_\_

Description \_\_\_\_\_

A photograph of equipment is appreciated (include with application or email to Festival Chairperson)



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## Schedule C – Menu Items

Please list your menu items and indicate your preferred source.

Food menus will be included in Festival marketing materials wherever possible.

Please be specific and include food and beverages

Menu Item	Supplier