



## FOOD VENDOR APPLICATION

### **About Our Process for Selecting Food Vendors:**

We are requesting your application to be a qualified food vendor for concert and community events that are being planned for 2019 at Fort Worden in Port Townsend, Jefferson County (each concert event, a “Fort Worden Concert Event,” each community event, a “Community Event,” and collectively, the “Fort Worden Events”). You must read, complete, and submit this application with your Vending Rental Fee (as defined below) and a Clean Up Security Deposit (as defined below) in order to gain eligibility to be a Food Vendor (defined below) at the Event.

*All applicants will be considered for 2019 events only upon submission of a complete application. Fort Worden will not be responsible for retrieving portions of past submissions to complete your application.*

For all Fort Worden Events scheduled and to be scheduled in 2019 (“2019 Fort Worden Events”), Fort Worden seeks to establish an applicant pool of approved food vendors who would be eligible through submission of a complete application and selection by Fort Worden to participate in food services at 2019 Fort Worden Events. Applicants for this period must be available for 2019 Fort Worden Events currently scheduled on **Exhibit A**

Please be sure to initial as requested when prompted to indicate that you have read terms, conditions, policies set forth in **Exhibit B** and the form of vendor agreement set forth in **Exhibit C** that provide the terms of agreement that will apply to operations of your food truck, booth or pop-up tent at Fort Worden related to the Event.

The successful applicant party/parties (“Food Vendors”) will be responsible for meal and concessions operations out of a food truck, booth or pop-up tent in accordance with the terms and conditions set forth below and a Vendor Agreement substantially in the form of **Exhibit C** to be made subsequently between Fort Worden Lifelong Learning Center and Public Development Authority (the “PDA”) and each Food Vendor (“Vendor Agreement”).

**About Fort Worden.** Fort Worden is a historic destination and state park located along the shoreline of the Salish Sea. The magnificent natural beauty of Mount Baker and the Cascade Mountains serve as its unique backdrop. Originally, Fort Worden was designed as a military base to protect the Puget Sound. Over time, it has evolved into an iconic and cherished state park.

**Mission.** To deliver exceptional guest experiences and promote lifelong learning opportunities.

**Sustainability Principles.** The PDA intends to maintain the portion of Fort Worden that it manages as a campus that practices its sustainability principles. Our goal is to become a leading, zero-waste, center for arts, education, science, culture, and community as part of our mission. We encourage applicants and

require Food Vendors not to use single use, plastic, bottled water, drinks, or silverware, Styrofoam plate ware, and to begin to phase out plastic drink lids in favor of paper cups and compostable or recycled products. We require Food Vendors to recycle as much as possible. In addition, the PDA prohibits any oil dumping into any area sewers.

**Contemporary Food Service Offerings of Fort Worden.** The PDA manages and operates its own restaurants, catering, and concessions stands year round, but requires additional vending services to meet the high-volume demand for high quality cuisine delivered at a fast pace to serve to between 3,000 and 5,000 people attending each day of any Fort Worden Event.

**Goals in Providing Food and Beverage Services to Our Festival Guests.** The goals of permitting food vendor concession privileges at Fort Worden are to offer

- high quality, value-based menu items to visitors;
- to create a casual, engaging dining experience;
- to complement Fort Worden amenities and activities;
- to attract new visitors to Fort Worden;
- to support Jefferson County food businesses and providers among other regional businesses;
- to supplement and provide additional food options to those provided by the PDA’s food and beverage services;
- to ensure that Event attendees are able to meet their needs for a meal and concessions during the Event with relative ease;
- to ensure that the PDA has assurances that there are diverse food options for Fort Worden Event attendees; and
- to become a leading, zero-waste, arts, educational, cultural/festival venue.

### **Mandatory Criteria**

\_\_\_\_\_ I have submitted a “Certificate of Insurance” which names “Fort Worden Public Development Authority” as an additional insured on our insurance policy that has minimum limits of \$1,000,000 per occurrence, \$100,000 for damage to premises, \$5,000 for medical expenses for any one person, \$1,000,000 for personal injury, and a minimum aggregate liability limit of \$2,000,000. Contact Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org) with questions or a scanned copy of your Certificate of Insurance and Additional Insured rider. Your application will not be processed until your insurance forms are received.

\_\_\_\_\_ I have submitted a copy of the “Health Permit” for my food service business as part of my application.

\_\_\_\_\_ I have reviewed the times and dates of the Event and will be available and prepared to feed up to 3,000 people each day of the Event.

\_\_\_\_\_ I agree to buy all beverages that are permitted to be sold at the Event by Food Vendors directly from the PDA.

\_\_\_\_\_ I have submitted a sample menu to Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org).

\_\_\_\_\_ I agree to place an order for any non-alcoholic beverages to be sold from my **food truck, booth, pop-up tent** (*circle or underline the appropriate description*) at least one month in advance and will send my order via email directly to Natalie Maitland.

\_\_\_\_\_ I agree **not** to sell or offer any alcoholic beverages at the Event.

\_\_\_\_\_ I have submitted the applicable vendor rental fee per day of each Fort Worden Event as indicated in **Exhibit A** plus a refundable clean up security deposit of \$100.00 per Community Event or Fort Worden Concert Event. Please make a check out to the “Fort Worden Public Development Authority” in the amount \$450.00 for the currently scheduled Fort Worden Events listed on **Exhibit A** and submit it simultaneously with your application. Please contact Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org) using a subject line of “**Fort Worden Food Vendor**” or (360) 344-4400 ext. 125 to arrange payment.

\_\_\_\_\_ I agree to support the sustainability principles and goals of the PDA described above, if selected.

**Additional Factors and Criteria**

*Check all that apply to some or all of the food products and services you offer through your food truck, booth or pop-up tent.*

\_\_\_\_\_ Healthy food options (Check any that apply: GF\_\_\_\_Vegetarian \_\_\_\_, Vegan \_\_\_\_\_)

\_\_\_\_\_ Locally sourced food options

\_\_\_\_\_ Use of compostable serving materials

\_\_\_\_\_ Use of recyclable serving materials

\_\_\_\_\_ Demonstrated experience serving food and beverages to a number of concert or festival attendees between 1,000 and 5,000 on a single night. Identify the event(s), concert(s), or festival(s) here:\_\_\_\_\_

\_\_\_\_\_ Community service (Describe programs or activities that your food business has initiated and/or participated in support of your local or regional community:\_\_\_\_\_)

\_\_\_\_\_ I have the ability to promote my presence at the Fort Worden before, during and after the Fort Worden Events through brochures, website pages, social media advertising through Facebook, Twitter, Instagram, etc., and/or other means of promoting operations.

**Briefly describe your plan for your scale up of food products and ordering in a few sentences on the application.** Indicate in your description:

- the number of employees who will operate the Food Truck, booth, or pop-up tent at the Event \_\_\_\_\_
- the number of volunteers who will set up, operate of support the Food Truck at the Event \_\_\_\_\_
- estimated ordering of
  - pounds of protein \_\_\_\_\_
  - vegetables \_\_\_\_\_
  - cases of popular food products/concession items that you will order \_\_\_\_\_ and
- how you will restock your mobile food business between Event nights without removing your Food Truck, booth, or pop-up tent from the designated rental area.

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**Please note that the PDA will not be able to provide you with the following:**

- Exclusive customer seating
- Exterior lighting
- Power
- Wi-fi
- Kitchen space, including cooler or freezer space
- Water or ice
- Trash service for any food preparation and service by Food Trucks\*
- Clean-up of rental area

\*You must haul out your own garbage resulting from food preparation and food and beverage service. Receptacle use within Fort Worden is reserved for Fort Worden Event attendees in order to be able to manage waste removal appropriately. In addition, you must use the recycling bins provided and avoid contamination of recycled materials with waste.

**You must be self-sufficient within your food truck, booth or pop-up tent to serve Fort Worden Event attendees. If you require electricity, you must bring your own generator that meets the PDA's specifications on volume and size. If you require wi-fi to process payment, you must bring a hot spot.**

If you are selected as a vendor for the Fort Worden Events and have a Food Truck, you must enter Fort Worden with your Food Truck and park it in the rental area designated for your Food Truck for the Fort Worden Event nights under the terms of your Vendor Agreement. Food Vendors are prohibited from traveling in and out of Fort Worden with their Food Trucks, except to enter at the beginning of the rental period and to exit at the end of the rental period. Food booths and pop-up tents may remain in place in the rental area for the two Fort Worden Concert Event nights under the terms of the applicable Vendor Agreement.

Food Vendors must have a plan to bring in any additional ingredients or prepped food items from another commercial kitchen outside of Fort Worden, as necessary or appropriate.

**You must stop selling food and beverages and, on the last night of any and all Fort Worden Events, vacate the rental area at Fort Worden at a time that is the earlier of (1) two hours after any Fort Worden Event performers leave the stage for the night, or (2) 10:30 p.m. The timely breakdown of your set-up will allow our teams to manage the breakdown of the performance and rental areas efficiently after a long day.**

Please read **Exhibits A, B, and C** of this application and return this application by December 18, 2018 with the appropriate fees reflecting your participation in food service for the following Fort Worden Events:

To participate in the currently scheduled Fort Worden Events set forth on **Exhibit A** please pay a total of Four Hundred Fifty Dollars and Zero Cents (\$450.00), via check made payable to "Fort Worden Public Development Authority" (the "PDA") and mailed to Fort Worden PDA, 200 Battery Way, Port Townsend, WA 98368, Attention: Finance Department (Food Vendor RFP Payment) or arrange a credit card payment by phone call to Natalie Maitland at (360)344-4400 ext.125.

As additional Community Events or Fort Worden Concert Events are announced, we will be emailing our selected Fort Worden Food Vendors new dates and applicable rental fees and security deposit amounts to request their participation. Your one-time application will require minimal updating through an updated

short form of **Letter of Transmittal** to ensure that your company remains in good standing as new Fort Worden Community Events and/or Fort Worden Concert Events are added to Fort Worden's schedule in 2019.

**LETTER OF TRANSMITTAL OF FOOD VENDOR APPLICATION**

**Business Information**

**Business Name:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

**EIN #:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**State/Province/Region** \_\_\_\_\_

**Zip/Postal Code** \_\_\_\_\_

**Country:** **United States**

**Date(s) of Service:**

- (1) Fourth of July Community Event: July 4<sup>th</sup>, 2019 (tentative)
- (2) Fort Worden Concert Event: August 24, 2019 and August 25, 2019 (definite)

**Set-Up Requirements (check all that apply):**

- I am bringing a generator.
- I am bringing a Wifi hot spot.
- I am bringing a propane tank.
- I am bringing \_\_\_\_\_ that may affect my space or other requirements.

**Dimensions of space needed to park your Food Truck or place your booth or pop-up tent for service:**

\_\_\_\_\_

**Location of Set-up:** To be designated by a representative of the PDA and communicated to you.

**Anticipated Timeline:** *(Please include set-up + take down within the time frames provided)*

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Set up times for all participants, time when food vending is open along with load out times will be determined for each Community Event (as defined in the applicable Request for Proposal) or Fort Worden Concert Event (as defined in the applicable Request for Proposal) closer to the event date as event timelines are finalized.

Location of Set-up to be provided to you via email from Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org).

**Payment:**

Each Food Vendor agrees to pay the PDA a fee of \$50.00 per Fort Worden Community Event night and \$100.00 per Fort Worden Concert Event night for the designated rental area (\$200.00 for two Fort

Worden Concert Event nights) plus a \$100.00 refundable clean up security deposit for each Fort Worden Event. The clean up security deposit will be refunded to you once the rental area is cleaned per the Event Site Condition Upon Departure policy. Please remit applicable payments due 15 days after application acceptance by contacting Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org) or at (360) 344-4400 ext.125.

Food Vendors agree to be open for food and beverage service beginning at the predetermined event start time designated by Fort Worden via email notification and must stop sales from their Food Trucks, booths or pop-up tents by predetermined event end time for each Fort Worden Event night (typically by 10:30 p.m.). For select events Food Vendors must prepare food or meals sufficient to feed a portion of the event attendants numbering up to 5,000 people each Fort Worden Concert Event night for two nights, for a total of 10,000 attendees. The PDA does not know the final head count for food preparation but will attempt to keep you informed of ticket sale counts.

Food Vendors are prohibited from selling or offering any beverages to the public except non-alcoholic beverages purchased from PDA for resale. Food Vendors' employees, officers, agents, and volunteers may have personal non-alcoholic beverages available to them each Fort Worden Concert Event night as supplied by them or the Food Vendor.

Food Vendors agree to the Event, No Dog, No Smoking, Good Neighbor Traffic Policy, Event Site Condition Upon Departure policies described in **Exhibit B** of the application, which aim to preserve and protect natural resources and the historical beauty of Fort Worden and to promote educational and enrichment opportunities. Food Vendors agree to clean up their rental area completely subject to penalty fees for failure to comply, which cleaning standards will be provided separately.

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Name:**

**Sign** \_\_\_\_\_

\_\_\_\_\_  
**Signature of authorized officer/person**

**EXHIBIT A**

**TENTATIVELY SCHEDULED FORT WORDEN EVENTS**

**As of 11/15/18**

<b><u>Community Event</u></b>	<b><u>Rental Fee</u></b>	<b><u>Clean-up Security Deposit</u></b>
July 4 <sup>th</sup> - Parade Grounds	\$50.00 per day	\$100.00 total

**CURRENTLY SCHEDULED FORT WORDEN CONCERT EVENT**

<b><u>Fort Worden Concert Event</u></b>	<b><u>Rental Fee</u></b>	<b><u>Clean-up Security Deposit</u></b>
August 24 <sup>th</sup> and August 25 <sup>th</sup> , 2019	\$100.00 per day	\$100.00 total

**Agreed to and Acknowledged by:**

**Name of Organization:** \_\_\_\_\_

\_\_\_\_\_  
**Name:**

**Title:**

As additional events are added to the calendar schedule at Fort Worden, an updated Exhibit A will be sent to each Food Vendor for agreement and acknowledgment to be included and incorporated as an amended Exhibit A to this Agreement.



**EXHIBIT B**

**Policies**

By applying to showcase your food truck, booth, or pop-up tent at a community event or concert and or other event at Fort Worden, you agree to abide by our policies as outlined below:

**Event Policy**

You must have a current Washington State Business license and a Jefferson County Health Department Food Services Permit.

No beverages may be sold or offered by you or any other vendor to the public at Fort Worden unless the beverages have been purchased from the PDA. The PDA's Food and Beverage service venues have the exclusive rights to sell any and all beverages at Fort Worden.

No alcohol may be served by you.

No oil dumping into sewers or any other part of Fort Worden. All waste products must be carried off site.

You agree to use reasonable efforts to source approximately fifty percent (50%) of your ingredients, food products or beverages from a combination of local farms or businesses within a 100-mile radius of Port Townsend or from the Washington state region.

**Initials**

\_\_\_\_\_ I have read and agree to the terms of the **Event Policy**

**Event Site Condition Upon Departure**

You agree to leave your space clean of all food, refuse, litter, etc. in accordance with cleaning standards that will be separately provided to you by a representative of the PDA. Our vendors pride themselves on leaving the place better than they found it. If your rental area is not cleaned up, you will be charged a minimum cleaning fee of 100.00, equivalent to the Clean Up Security Deposit that you will forfeit, and potentially more. Failure to clean up your site properly will greatly diminish your chances of returning.

**Initials**

\_\_\_\_\_ I have read and agree to the terms of the **Event Site Condition Upon Departure Policy**

**No Dog Policy**

No dogs are allowed inside the grounds designated for food service or inside food service trucks or surrounding spaces. Please leave your beloved dogs at home.

\_\_\_\_\_ I have read and agree to the terms of the **No Dog Policy**

**No Smoking Policy**

Smoking of any kind or through any devices is strictly prohibited inside any buildings at Fort Worden. Attendees who do smoke must be further than 25 feet from all building entrances and exits.

**Initials**

\_\_\_\_\_ I have read and agree to the terms of the **No Smoking Policy**

**Good Neighbor Traffic Policy**

The Good Neighbor Traffic Policy, when published, will be provided as a link at the RFP portal (currently scheduled for publication in mid-January). Vendors shall use Redwood Street or San Juan Avenue to enter Fort Worden and avoid use of Cherry Street, which the City of Port Townsend intended for use as a local, neighborhood access road.

**Initials**

\_\_\_\_\_ I have read and agree to abide by the general terms of the **Good Neighbor Traffic Policy**

**Initials**

\_\_\_\_\_ I have read and agree to the terms and policies in the application, exhibits, including terms of the form of Food Vendor Agreement set forth in **Exhibit C** of this application.

\_\_\_\_\_ I agree to meet all Jefferson County and Washington state Health regulations link to requirements <https://www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/FoodSafetyRules>

\_\_\_\_\_ I agree not to sell or offer any beverages at the Fort Worden Concert/Community Event, other than what I purchase from PDA to sell in the **Food Truck, booth or pop-up tent** (circle or underline, as appropriate) at the Festival.

\_\_\_\_\_ I agree to comply with current state regulations on distance between food trucks and restrooms, as applicable to my food and beverage service operation.

\_\_\_\_\_ I agree to leave my rental area and any area within Fort Worden clean in accordance with the policies set forth in **Exhibit B** of this application and the sustainability principles of the PDA described above.

\_\_\_\_\_ I have the insurance to participate in each Fort Worden Event in accordance with the form of Food Vendor Agreement provided to me as an exhibit to this application.

We require that Food Vendors provide insurance with “Fort Worden Public Development Authority” named as an additional insured. That insurance form can be attached here, or emailed to Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org). Your application will not be processed until your insurance form is received.

**Fort Worden Fresh Sheets Newsletter Sign up?**

\_\_\_\_\_ Yes, please sign me up.

Like us on FB to hear about upcoming festivals and events and stay up to date about other vending opportunities to come! We offer activities and events year round that might interest you or your business!

## EXHIBIT C

### FORM OF FOOD VENDOR AGREEMENT

**THIS FOOD VENDOR AGREEMENT (this “Agreement”)** is entered into as of \_\_\_\_\_, **2019 by and between the FORT WORDEN PUBLIC DEVELOPMENT AUTHORITY (the “PDA”)** and \_\_\_\_\_ [VENDOR NAME] (“Vendor”) as follows:

1. **Food Truck Identification.** Vendor represents and warrants that it owns or leases a food truck identified by VIN # \_\_\_\_\_ (the “Food Truck”), or owns or has rights to use a booth or pop-up tent suitable for a food and beverage service operation.
2. **Product, Services, and Performance by Vendor.** Vendor shall provide food and beverage products and services, including meals and concessions approved by the PDA (“Food and Beverage Products”) and shall serve such Food and Beverage Products from its Food Truck, booth, or pop-up tent (a) at the parade grounds of Fort Worden State Park on July 4, 2019, (b) at the 2019 venue sites for concerts on **Saturday, August 24, 2019** and **Sunday, August 25, 2019 as set forth in Attachment 1** to this Agreement, which attachment is hereby incorporated by reference and (c) \_\_\_\_\_ (each concert or community festival is referred to herein as a “community event” and the two concerts, the community festival, and any other concert or community event mutually agreed upon and mutually added to the Schedule set forth in Section 3 are collectively referred to herein as the “Fort Worden Events”) in accordance with the specifications set forth on **Attachment 1** to this Agreement. For each event, mutually agreed upon during the Term and added to the Schedule, the parties shall update **Attachment 1** with the dates and fees and the Food Vendor (as defined below) shall provide an updated Letter of Transmittal to update its information during the Term and to specify its equipment needs for such event.
3. **Deliverables and Schedule.** Vendor shall deliver its Food Truck and its employee and or volunteer service team to Fort Worden and will park its Food Truck or place its booth or pop-up tent for food and beverage service in the rental area specified in **Attachment 1** to this Agreement. The PDA shall make the Rental Area available to Vendor for the operation of its food business as specified in **Attachment 1**. The schedule for arrival, set, up and breakdown of Vendor’s mobile food operation is set forth in **Attachment 1**. Any additional events scheduled by Fort Worden in 2019 may from time to time be listed on **Attachment 3** to this Agreement with applicable rental rates and clean up security deposit amounts. PDA shall send any updated **Attachment 3** to Vendor for consideration and upon countersignature by Vendor, such **Attachment 3** shall be incorporated herein and attached this Agreement. Vendor shall return such countersigned **Attachment 3** with a short form Letter of Transmittal substantially in the form of **Attachment 4**, which attachment shall be incorporated herein and attached hereto with the addition of any new Fort Worden Events scheduled in 2019 following the execution of this Agreement.
4. **Signage and Promotional Materials or Marketing Collateral.** Vendor shall coordinate with PDA's designated representative to have any signage approved prior to posting at Fort Worden. Only promotional materials and marketing collateral of Vendor that have been reviewed and approved may be distributed during the Event.

5. **Compliance with PDA policies, Applicable Laws, and ServSafe Sanitation Standards.**

Vendor shall prepare and serve all food and beverages in a manner compliant with PDA policies attached hereto as **Attachment 2** and applicable sanitation and food service laws. Vendor represents and warrants that the team that will serve food has all necessary and appropriate certifications to serve food and beverages to the public and that all necessary health permits and state certifications for Vendor's food business are current. Vendor represents and warrants that all food and beverages served will be done in accordance with ServSafe sanitation standards.

6. **Term and Completion of Services.** This Agreement shall remain in effect until completion of the services described in **Attachment 1** and final payment and inspection of the Event site condition upon Vendor's departure has occurred, unless amended or terminated in accordance with this Agreement. Upon completion any of the Fort Worden Events, Food Vendor will submit a post event evaluation form provided by PDA and shall do so on or before the date that is two-weeks post the last day of the applicable Fort Worden Event.

7. **Confidentiality.** All information relating to the PDA and the services and terms of this Agreement which is not otherwise a matter of public record or required by law to be made public, is confidential, and Vendor will not, in whole or in part, now or anytime, disclose information without express consent of the PDA.

8. **Insurance; Limits of Liability.** Vendor represents and warrants that it has commercial general liability insurance with minimum limits of liability of \$1,000,000 per occurrence, \$100,000 for damage to rented premises, \$1,000,000 for personal and advertising injury, and aggregate general commercial liability of \$2,000,000. Vendor shall maintain such commercial general liability insurance and shall name PDA as an additional insured during the term of this Agreement and thereafter if any incidents or claims arise related to Vendor, its employees or volunteers, Vendor's Food Truck, or any food, beverage, or services provided, under this Agreement until such incidents or claims are resolved.

9. **General Terms**

A. **Payment Schedule and Terms**

1. Vendor must pay to the PDA the applicable rental fee set forth in **Attachment 1** for the Rental Area in which it operates its mobile food business for the total specified under the column "Total Rental Fee" for each Fort Worden Event.
2. Vendor must pay a security deposit of \$100.00 to ensure a clean Rental Area upon vacating the Rental Area ("Clean Up Security Deposit"), which deposit shall be refunded by the PDA to Vendor if the Event Site Condition Upon Departure Policy and cleaning standards referenced therein have been met. If the Event Site Condition Upon Departure or cleaning standards have not been met, Vendor shall forfeit its Clean Up Security Deposit to the PDA.

**B. Termination.** The PDA may terminate this Agreement at any time for any reason upon giving at least 10 days' notice in writing to Vendor. For cause (including without limitation discriminatory behaviors in violation of the PDA's policies, failure to perform, or lapse of Vendor's insurance among other reasons), the PDA may terminate this Agreement immediately and any deposits paid by Vendor shall be forfeited to the PDA.

**C. Indemnification and Hold Harmless.**

1. Vendor shall indemnify, defend and hold harmless the PDA, its officers, agents, employees, and volunteers, from and against any and all claims, demands, damages, judgments, losses, liability and expense (including, attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of Vendor, its officers, employees, agents and volunteers. This Agreement shall also include all costs and attorney's fees incurred by the PDA in defending the same.
2. The PDA shall indemnify, defend and hold harmless Vendor, its officers, agent and, employees, from and against any and all claims, demands, damages, judgments, losses, liability and expenses (including attorney's fees), including but not limited to those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Agreement which is or alleged to be caused by or may directly or indirectly arise out of any act or omission of the PDA, its officers, employees, and agents. This Agreement shall also include all costs and attorney's fees incurred by Vendor in defending the same.
3. 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 Vendor and the PDA, its officers, officials, employees, and volunteers, Vendor's liability hereunder shall be only to the extent of Vendor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Vendor's waiver of immunity under Industrial Insurance, Title 51 RCW, if applicable, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

D. No Partnership. It is understood and agreed that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the PDA and Vendor.

E. Independence of Vendor. Vendor, its employees, agents and volunteers are, and shall be at all times during the term of this Agreement, independent from and not employees of the PDA. The parties fully understand the nature of vendor status and intend to create a rental agreement governing a physical Rental Area for the provision of food products and services by Vendor. The PDA shall retain the right, to ensure that Vendor performed according to agreed-upon requirements, including without limitation, the terms of this Agreement and PDA policies previously provided to Vendor. Consistent with this relationship, Vendor, its employees, agents, and volunteers shall not be covered by any PDA benefit programs, such as health and welfare benefit plans, social security, workers' compensation or unemployment compensation, and shall not be treated as employees for federal or state tax purposes or any other purpose. Vendor shall be responsible for paying all taxes on food and beverage sales, including federal income taxes, self-employment (Social Security and Medicaid) taxes, local and state business and occupation taxes, and the PDA is not responsible for withholding for or paying any of those taxes.

F. Non-discrimination. Vendor and its employees, agents and volunteers, if any, shall at all times comply with any and all federal, state or local laws, ordinances, rules or regulations with respect to non-discrimination and equal employment opportunity, which may at any time be applicable to the PDA by law, contract or otherwise, including but not limited to all such requirements which may apply in connection with employment or the provision of services to the public.

G. Compliance with all applicable laws. Vendor shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances and regulations.

H. Notices. All notices shall be delivered personally or may be mailed by certified mail, return receipt requested, to the other party as their address appears of record with the PDA or the State of Washington. In the case of notice by mail, notice shall be deemed given on the date of postmark.

I. Ownership of Documents. All promotional materials of Vendor shall remain the property of Vendor. Upon request of the PDA, Vendor will provide a link to its website to feature selected food truck vendors for posting on its Facebook page or website.

J. Nonwaiver. Any failure by the PDA to enforce strict performance of any proviso of this Agreement will not constitute a waiver of the PDA's right to subsequently enforce such provision or any other provision of this Agreement

K. Severability. If any term or provision of this Agreement is held invalid, the remainder of such terms or provision of this Agreement shall not be affected, if such remainder would then continue to conform to the terms and requirements of applicable law.

L. Legal Fees. In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs of the lawsuit, in addition to any other relief that may be awarded.

M. Applicable Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be in the Superior Court of Jefferson County.

N. Assignment or Delegation. Vendor shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the PDA first being obtained.

O. Modification. No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.

P. Complete Agreement. This Agreement together with any Attachments referenced and incorporated herein reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.

Q. Other Terms. Additional Terms (if any) are set forth in an Attachment that will be numbered, initialed and dated by the parties.

IN WITNESS WHEREOF, the Washington Public Authority and Vendor have executed this Agreement.

**FORT WORDEN PUBLIC  
DEVELOPMENT AUTHORITY**

**VENDOR:**  
\_\_\_\_\_

By: \_\_\_\_\_  
David Robison, Executive Director

By: \_\_\_\_\_  
Name and Title:

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

Attachments 1 (description of food services, plot designation on pad map of rental area), 2 (PDA Policies), 3 and 4 are omitted from this form of agreement for convenience. Policies are enumerated within the application form.

**Submission Checklist. The following items are required in your submission:**

**Send electronic copies of the following to Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org)**

- Application (pages 2, 3, and 5 through 9)
- Letter of Transmittal, including detailed description of the entity, names and roles of its principals, and key personnel
- Certificate of Insurance/Liability showing “Fort Worden Public Development Authority” as an additional insured
- Copy of the health certificate
- Food menu (vendors are prohibited from offering or selling any beverages at Fort Worden unless they are purchased from PDA)
- Sample photos of the food or link to a Facebook page or website showing photos of your food

**Email Natalie Maitland at [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org) using a subject line of “2019 Food Vendor” or call her at (360) 344-4400 ext. 125 to arrange payment of the following:**

- Vendor payment of \$50.00 fee for designated rental area per Community Event night
- Vendor payment of \$100.00 fee for designated rental area per Fort Worden Concert night, a total of \$200.00 for two Fort Worden Concert nights.
- Refundable Clean Up Security Deposit of \$100.00 for each Community Event and Fort Worden Concert Event.

If you are selected based on your application submitted in this request for proposal process, you will be asked to sign a Food Vendor Agreement substantially in the form provided to you as **Exhibit B** of this Application (“Fort Worden Selected Food Vendors”). As additional Fort Worden Events are announced, if any, in 2019, applicable fees will be communicated with Fort Worden Selected Food Vendors through an updated **Attachment 3** to the **Food Vendor Agreement**, which payments must be made three weeks in advance of such Fort Worden Event, unless otherwise notified in writing by Fort Worden.

An event coordinator will contact you to request your completion of a **Short Form Letter of Transmittal** for each Fort Worden Event to (1) ask for your participation in food services for newly added Fort Worden Events, (2) obtain your agreement and acknowledgment of an amended **Exhibit A** to any Vendor Agreement you have signed, (3) confirm your arrival at appropriate times, and (4) ensure that neither your business information nor your set up requirements have changed since your submission of this application.

*Any questions? Please reach out to Natalie Maitland, [nmaitland@fortworden.org](mailto:nmaitland@fortworden.org).*