



SPOTSYLVANIA
COURTHOUSE VILLAGE



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Special Events Application/Agreement

Spotsylvania Courthouse Village

4th Annual Food Truck Rodeo

Saturday, April 6, 2019

11:00 am – 3:00 pm

Sponsored by: Spotsylvania County Tourism Department & Vakos Companies

Location: Merchants Square at Spotsylvania Courthouse Village, 9010 Old Battlefield Boulevard, Spotsylvania VA 22553

Participants: Approximately 25 area Food Trucks/(Rain Date is Sunday April 7th!)

Event Coordinator: Joyce Willis at WJ Vakos Companies: joycew@wjvco.com/540-898-3242

Partnering with: Debbie Aylor at Spotsylvania County Tourism: daylor@spotsylvania.va.us/540-760-7828

**Return Application, with a check for \$100.00 per registered food truck (offering 4+ items*),
\$50 for specialty food trucks (offerings 1-3 items*) made payable to:**

Spotsylvania Courthouse Village, L.L.C.

c/o Vakos Companies

Attn: Joyce Willis

10333 Southpoint Landing Blvd, 3rd Floor

Fredericksburg, VA 22407

540-898-3242

***please contact us to determine your application fee if you have questions**

ONLY COMPLETE FOOD TRUCK APPLICATIONS WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

Properly completed applications will allow the Spotsylvania Courthouse Village Food Truck Rodeo and the Spotsylvania County Health Department to work together more efficiently the morning of the event.

COMPLETE APPLICATIONS WILL CONTAIN THE FOLLOWING:

- **Completed/Signed Truck Information & Contact Information (below)**

A copy of the vendors permit - (please have valid permit before you submit your application):

<http://www.vdh.virginia.gov/lhd/rappahan/foodsvcs/>

- **VDH Permitted Mobile Unit:** a food truck that has a year round permit from the VA Dept of Health.
- **Temporary Food Vendor:** a vendor that has a food truck that does not have the VDH annual mobile unit permit, or a vendor that sets up under a tent and prepares all foods on-site. No off-site food preparation is permitted unless the operator also has a permitted restaurant. These vendors need to submit the temporary restaurant application and an associated cost to the health department at least 10 days before the event begins.
- **VDH Permitted Food Facility:** This could be a restaurant that already has a VDH permit and wants to set up a tent and “cater” their food products. All food preparation must be conducted at the restaurant. The restaurant must have a valid permit posted at the tent.
- **A copy of the menu you plan to sell**
 - *Please include a sample platter to sell. We suggest having the sample platter items ready for quick serve.*
 - **A copy of your liability insurance listing as additional insured**
 - a. **Spotsylvania Courthouse Village, L.L.C.:**
 - c/o Vakos Companies
 - 10333 Southpoint Landing Blvd, 3rd Floor
 - Fredericksburg, VA 22407
 - b. **County of Spotsylvania**
 - 9019 Old Battlefield Boulevard
 - Spotsylvania, VA 22553
- **A check for each food truck you register (please complete one application per truck registered)**

Food Truck Name _____

Vehicle VIN# _____

Name of Contact _____

Mailing Address _____

Home Phone _____ Business Phone _____

Cell Phone _____ Fax Number _____

Email _____ Web Site _____

EACH VENDOR SPACE WILL BE approximately 2 parking spaces (approx. 20' wide) within the Merchants Square Pavilion event/area). IF your setup exceeds 2 spaces YOU WILL BE CHARGED EXTRA unless pre-arranged with event coordinators! Placement of ALL vendors is at the discretion of the event coordinators.

FEE: \$100.00 or \$50 per truck (made payable to: Spotsylvania Courthouse Village, LLC)

FEE AMOUNT ENCLOSED \$ _____

Requirements:

- ✓ Application with check payable to Spotsylvania Courthouse Village, L.L.C.
- ✓ Copies of Liability Insurance, *VDH Permitted Mobile Unit, Temporary Food Vendor or VDH Permitted Food Facility*, Menu, Price List, and photo of food truck (or url link to picture) as it will appear at the Spotsylvania Courthouse Village Food Truck Rodeo must be submitted with application and check.
- ✓ NOTICE: Your check will be returned if your application is denied as the Committee has the right to accept or reject any application.
- ✓ After March 11th, 2019, all applications will be turned into Spotsylvania County Health Department and no further applications will be accepted. Sending in a completed contract does not guarantee acceptance of contract. Only after fees are deposited and a signed copy is returned to you, is the contract accepted by Spotsylvania Courthouse Village, L.L.C. If a contract is not accepted, all fees will be returned with the unsigned contract.

Food Vendor accepts full responsibility of obtaining all health permits and acknowledges all liability for food and beverages served.

Vendor also accepts responsibility for cleaning its area and agrees to leave event site free of trash of any kind. The Spotsylvania Courthouse Village Food Truck Rodeo reserves the right to charge additional clean-up fees if necessary.

The Spotsylvania Courthouse Village Food Truck Rodeo strives to be a "green" event and requests that all food vendors make an effort to use recyclable materials.

Signed and Agreed:

Vendor's Signature

Vendor's Typed or Printed Name

Date

Event Coordinator will reply back w/acceptance

Accepted by: _____

Accepted Date: _____

Joyce Willis/Vakos Companies



Special Events Addendum and Operational Requirements

Spotsylvania Courthouse Village

4th Annual Food Truck Rodeo

Saturday, April 6, 2019

11:00 am – 3:00 pm

Additional Requirements:

1. Payment is as follows:
 - a. 100% of the amount is due upon signing of the Agreement. Check made payable to Spotsylvania Courthouse Village, L.L.C. must be included with your signed agreement. Mailing information provided above.
 - b. Signed agreement must be returned and all fees must be paid in full by March 11th, 2019 or forfeit the space.
 - c. Personal and company checks will be accepted prior to March 11th, 2019, at the discretion of the event coordinator based on capacity. Checks made payable to Spotsylvania Courthouse Village, L.L.C. There will be a \$35 fee charged for any "Returned" checks.
2. You may receive a full refund without penalty, if written notice is received any time prior to Agreement acceptance by Spotsylvania Courthouse Village, L.L.C. You will not receive a refund if you withdraw after acceptance, unless modifications made to your initial proposal cannot be mutually agreed upon.
3. Insurance Requirements
A current commercial general liability insurance policy with a combined single limit of at least one million dollars (\$1,000,000) per occurrence; naming Spotsylvania Courthouse Village, L.L.C. as an additional insured is required. Certificates of Insurance must be submitted by March 11th, 2019 with the Agreement.
4. All Vendors must have an approved Food Vendor Agreement and Application signed by Spotsylvania Courthouse Village, L.L.C. Vendor shall obtain all agreements, licenses and permits necessary to conduct a food vending operation selling to the public, including but not limited to business license and health department permits. Vendor shall remain in complete compliance with all applicable federal, state, and local law, ordinances and regulations governing the rights, obligations, and performance of a food vendor under this Agreement. A valid permit/information may be obtained at:
<http://www.vdh.virginia.gov/lhd/rappahan/foodsvcs/>.
5. The entire area for your food truck will be approximately 20' wide. Absolutely everything you require must be within this designated area (walkways must remain unobstructed at all times).
6. Electricity is the responsibility of the Vendor, generators are permitted and encouraged.
7. Vendor shall be responsible for all necessary structure(s), electricity, tables, linens, chairs, cooking equipment, propane, paper products, etc. needed to conduct their vending booth(s) during the Event. Structures must meet current building, fire, electrical, sanitation, county, state, federal and health codes. Specifications must be met when erecting a structure.
8. Spotsylvania Courthouse Village, L.L.C. reserves the right to cancel any Agreement upon receipt of notice for violation of Agreement terms or rules.
9. Business must be confined to the specific area rented for the comfort and safety of all patrons and vendors.
10. The use of public address systems, recorders, bells, etc. or any other electronic device for attracting attention is prohibited.
11. Vendor MUST submit a priced menu of all items to be served at "**Food Truck Rodeo @ Spotsylvania Courthouse Village**" to Joyce Willis w/Vakos Companies, c/o Spotsylvania Courthouse Village, L.L.C. for approval by March 11, 2019. (email: JoyceW@wjvco.com or fax (540) 735-1063 are acceptable.
12. All items sold must be properly and plainly marked with the price of said item.
13. You shall post in a conspicuous manner at the front or entrance to your place of business a professional or mechanically printed or painted sign, showing prices of items and services performed under the terms of your Agreement.
14. Spotsylvania Courthouse Village, L.L.C. reserves the right to approve all exhibit materials and remove those that may be considered objectionable. Spotsylvania Courthouse Village, L.L.C. will not condone the selling of objectionable materials of any kind. Those not complying with this rule could face expulsion from the grounds with no reimbursement of expenses or space rental.

15. Absolutely no beverages/drinks of any kind are to be sold in glass bottles.
16. Vendor is responsible for maintaining their space and areas around the space in conformity with all applicable sanitary and health laws, and shall keep the space and the surrounding area neat, clean and free of accumulated refuse and debris. Centralized trash containers will be available for Vendor trash. The Vendor shall leave the area in the same condition as when they arrived. You must not throw any refuse or empty any water or other fluids on the ground. If these requirements are not met, a clean-up fee in the amount of \$100 will be charged and payable upon demand.
17. Personnel must be clean and neatly attired.
18. In case of emergency, all Vendors are subject to any adjustment of rules put in force by event management.
19. Your space is approx. 20' in width and if your vehicle fits in that space, it is allowed. Otherwise, if you have a 'support vehicle' we will try to accommodate a space nearby, conditions permitting. NO motor vehicle movement will occur until the Event has ended, this rule is strictly enforced.
20. Damage or Loss: Vendor assumes all risks of damage or loss, either to person or property, for all and every cause whatsoever, including fire, the elements, violation of the law, negligence either on the part of Spotsylvania Courthouse Village, L.L.C., its officers, servants, agents, or employees, or other person or persons; and it is further expressly understood and agreed between the exhibitor and management, that the said Spotsylvania Courthouse Village, L.L.C. incurs no liability or obligation to the Vendor, other than to permit the Vendor to use the grounds.
21. Your Contract will be void if you do not have a Temporary Food Sale Permit. If you do not have a Temporary Food Sale Permit you will be asked to leave the event site and no refund will be provided. A copy of the application for Temporary Food Sale Permit is provided above. If you have any questions, please contact the Spotsylvania County Health Department.
22. Vendor is asked to bring their own ice in approved sanitary containers.
23. Vendor is responsible for all applicable city, county, local, state, federal, or other taxes as required by law.
24. Your submission of the signed Food Vendor Agreement in proper form shall be an offer to enter into an Agreement with Spotsylvania Courthouse Village L.L.C., Food Truck Rodeo @ Spotsylvania Courthouse Village, evidenced by execution and return of the Agreement with modifications, if applicable, by an authorized representative of Spotsylvania Courthouse Village, L.L.C., the Agreement will become a binding Contract. Spotsylvania Courthouse Village, L.L.C. will return one fully executed copy of the Agreement to you upon acceptance.
25. Force Majeure – Neither party shall be liable to the other for any delay nor failure of performance due to government action, court order, civil disturbance, inclement weather, acts of God, or other cause beyond the reasonable control of the party whose performance is delayed or prevented.
26. Limitation of Liability – Except as otherwise specified in this Agreement, neither party shall be liable for the other party for consequential damages, including loss of profit or revenue, for any breach of this Agreement.
27. Default – Upon a material default by one party, the other party may at any time, before such default has been cured, terminate this Agreement by written notice to the breaching party.
28. You are required to check in with Spotsylvania Courthouse Village L.L.C. on site prior to setting up. Spotsylvania Courthouse Village, L.L.C. will assign space at their discretion. Make certain to have your Agreement with you before and during the event.
29. Tables are provided for the enjoyment of our guests.
30. All participating vendors are required to submit with their application proof of a temporary event permit (with attached menu info) and a copy of a current mobile unit health permit, even if they are already permitted (only permitted units can participate). Having these documents in advance allows the County to determine if they have questions regarding the foods being served. The temporary event permit allows the County to reach out to other health inspectors regarding certain mobile units. IT IS YOUR RESPONSIBILITY TO CONTACT SPOTSYLVANIA COUNTY to obtain & submit all paperwork for temporary or permit.
31. MANDATORY: ALL UNITS MUST BE CLEAN UPON ARRIVAL AT Spotsylvania Courthouse Village! Any unit not fully clean upon arrival will not be approved and no fees will be refunded.

32. Units MUST have WORKING hot and cold water tanks so workers can wash hands and wash dishes in the 3-vat sink. You must have working hot & cold water tanks – NO EXCEPTIONS. **WATER IS NOT PROVIDED.**
33. Spotsylvania Courthouse Village, L.L.C. requires that all paperwork must be received by the Spotsylvania County Health Department no later than close of business on March 11th, 2019.
34. There will be no unit substitutions. Only the unit vehicle identification numbers (VIN) that appear on your temporary event application will be allowed by the County the morning of the event.
35. Ensure to include the VIN number for each unit on your temporary event application. This will speed up the day-of inspections and allow for a smooth day for all.
36. In order for all inspections to be completed by 10:00 a.m., inspections will begin at 9:00 a.m. Please be prompt and prepared for inspections at that time. Event organizers will be assigning spaces beginning at 8:00 a.m. *[IF you plan/need to set up earlier than 8am, please make arrangements thru myself, Joyce Willis (540.287.7545) or Debbie Aylor (540.760.7828)]*

It is your responsibility to be knowledgeable of the rules and regulations for Spotsylvania County and the rules and regulations which are a part of your space rental Agreement. Should you have any questions or comments, do not hesitate to ask any of the contacts listed above.