



# 2023 VENDOR PACKAGE

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## VIRGINIA BEACH CARNIVAL

P.O Box 6072  
Chesapeake VA 23323

Email: [vabeachcarnival@gmail.com](mailto:vabeachcarnival@gmail.com)

**VIRGINIA**  
CARNIVAL  
**BEACH**

[This application can be found online at [www.vabeachcarnival.com](http://www.vabeachcarnival.com). Read the following information carefully and mail the completed application with payments. Please make a copy of the completed application for your own records. **PLEASE NOTE:** Submitting the application and fees is **not** an indication of your acceptance.]

## Important Dates

|  |  |
|--|--|
| Application Deadline Extended to:                | Saturday June 17th, 2023   |
| Certificate of Insurance Due NLT: Festival Date: | Saturday June 24th, 2023   |
| Festival Dates/Time:                             | Friday July 21st, 2023, 4pm – 11pm<br>Saturday July 22 <sup>nd</sup> , 2023, 10am – 11pm |

## How to Apply:

The 2023 Virginia Beach Carnival is pleased to offer marketing opportunities to organizations as an avenue to reach an expected 5,000 guests that attend the festival. After reading the rules and regulations, complete the 2023 Virginia Beach Carnival Merchant Application and submit along with the appropriate fee and deposit. Applications will be reviewed, and space offered based on space and availability. All payments **MUST** accompany the application to be processed and considered for acceptance.

**Please note:** All communications before, during & after the event are executed via email or phone.

All applicants are required to have a valid email address and phone number to participate.

Please make sure to read all information, print a copy for your records and return signed copies of the following:

- Application for Special Event Business License.
- Application for Temporary Food Service Permit.
- Virginia Beach Carnival Vendor Agreement.
- Insurance Certificate (must be received before space can be allocated)

Payment in FULL must accompany your application. A \$35 service fee will be charged for returned checks of accepted organizations. Make checks payable to "Virginia Beach Carnival" We only accept payment in the form of a check, Cashapp, Zelle or money order, no credit cards will be accepted.

Mail completed application along with fees to:

Virginia Beach Carnival  
ATT: ACAF  
P.O. BOX 6072  
Chesapeake VA 23323

Payment will be returned to organizations that are not accepted. See "Vendor Form & Agreement" for detailed information regarding vendor fees. All checks of accepted vendors will be deposited when notified of acceptance. After this date there will be **no refunds** issued.

Questions? Contact [VaBeachCarnival@gmail.com](mailto:VaBeachCarnival@gmail.com).

**ALL organizations are contracted to be open and fully operational during Event hours.**

**The event will go on rain or shine.**

Dear Prospective Vendor:

Welcome to the 1st Annual Virginia Beach Carnival to be held on July 21<sup>st</sup> & 22<sup>nd</sup> at Virginia Beach Boardwalk. Applications are due **NLT June 17th, 2023**. The Event Organizer will not be responsible for delays in the mail. Here are the specific mandatory requirements:

- Food/Dessert Vendor (Business License and Temporary Food Service Permit required)
  - Retail Vendor (Business License required)
  - Arts & Crafts Vendor (Business License not required)
  - Educational / Informational (Business License not required)
  - Sponsor (Business License not required)
- 
- Business License Permit: \$50.00 (Except Arts & Crafts Vendor)
  - Temporary Food Service Permit: \$40.00 (Food Vendor only)
  - Insurance: Not provided by organizer – Must provide your own insurance.
  - Clean-up Deposit: \$150.00 (Will be refunded after being inspected and found to be in order)

Note: All applicable fees **MUST** be submitted with your application, or it will not be processed.

**NOTE:** Virginia Beach Business License Office at (757) 385-4515. Vendors are encouraged to provide their own source of power. Generators shall not create a disruptive noise. Vendors must provide their own extension cords and means to cover them to avoid trip hazards. Outdoor use extension cords (three-prong type approved for outdoor use only) and a food grade water hose (**food vendors only**).

The following will be considered during the selection process: Quality and value to our guests, uniqueness of menu, profitability potential and prior event experience. *You will be notified by email of our decision.* The overall appearance and presentation of your booth is critical to the overall feeling of the festival and to your retail success. We want to ensure that everyone has the best possible experience. The festival staff determines booth placement.

For further information, proceed to [www.vabeachcarnival.com](http://www.vabeachcarnival.com) or email: [vabeachcarnival@gmail.com](mailto:vabeachcarnival@gmail.com).

Sincerely,

VA Beach Carnival Team

## Rules & Regulations

(Please keep pgs. 4 – 7 for your records)

### Vendor Description

- Food / Juices: Selling food / juices – Includes Food Trucks.
- Dessert: Selling ice cream / snow cone, popcorn, cakes, corn, edibles, etc.
- Retail: Selling merchandise (i.e., clothing, flags, Jewelry, Hats, CD/DVDs, etc.)
- Arts & Crafts: Selling “handcrafted” products **only**.
- Amusement: Providing games/face-painting/inflatables, etc.
- Educational: Selling educational products **only**.
- Informational: Providing business information or promotional materials (free services)
- Sponsor: Providing free gifts/information, promotional materials, or free services.

After reading the rules and regulations, complete the Application and submit with payment. Full payment for your booth and separate clean-up deposit must accompany the application to be considered.

### I. VENDING BOOTHS:

- a. ALL PROCEEDS from vendor sales belong to the vendor. No commissions will be assessed.
- b. STORAGE OF MATERIALS during the event must be confined within the area assigned to you.
  - Plan for storage within your area when designing the configuration of your booth area.
  - Booth space will be limited to 20 feet by 20 feet (Food /Dessert).
  - Food Vendors requiring over 20 feet will be required to purchase an additional space.
- c. VENDORS ARE EXPECTED to provide their own tables and display boards. Do not tape, tack, or otherwise affix any materials or signs to trees, lamp posts or other surfaces.
- d. VENDORS ARE RESPONSIBLE for transporting and placing their own booths. Labor to erect booths will not be provided.
- e. NO VENDORS OR THEIR REPRESENTATIVES shall conduct themselves in a manner offensive to general standards of decency or good taste. The festival organizer reserves the right to screen all booths and exclude inappropriate items. In the event of inappropriate behavior, the booth will be forced to close, and all fees will be forfeited.
- f. WHEN VACATED, booth space must be left clear of paper, packing materials, trash, and any other debris. Do not discard cartons or packing materials anywhere in the festival area. These items must be stored in your vehicle and taken with you upon departure or placed in the dumpsters or trash cans provided.
- g. VENDOR SET-UP will begin at 9:00 am between 11:00 am – **no later than 12 pm** on Friday, July 21<sup>st</sup>, 2023. All booths must be fully set up and operational by 4 p.m. on Friday July 21<sup>st</sup> and 10 am July 22nd and remain open until the end of show at 10:30 pm. If you arrive later than 12 p.m. on load-in day (Friday), you will be allowed to check-in on Saturday between the hours of 5:00 a.m. to 7:00 a.m. **ONLY**.

- II. **TAX INFO:** Vendors are responsible for collecting and paying the 6% Virginia meals tax at the time of sale and for reporting earnings to the IRS. The Commissioner of Revenue will mail you the Sales Tax Forms.
- III. You **MUST** return this form no later than the 20th of the month after the festival. If you have any questions or do not receive your form, please contact (757) 385-4445 for further details. Mail taxes to:

Commissioner of the Revenue  
2401 Courthouse Drive  
Virginia Beach VA 23456

- IV. **TENT INFORMATION:** Only commercial grade tents are allowed for food booths and **MUST** be Flame Retardant/Resistant (a flame retardant/resistant certificate shall be kept on site).
- a. Residential tents are allowed for Retail / Arts & Crafts / Informational / Educational booths only. All tents must be anchored with cinderblocks, sandbags, or ground stakes.
- V. **Note:** Only the tent size provided on the application will be allowed to set up. No joining of tents is allowed. **If your tent size is larger than what is on your application, you will be charged an extra fee of \$100.00.**
- VI. **FOOD TRUCKS** - For a mobile food vendor (food truck) to operate under current zoning regulations, the operator would need to apply for a Peddler's Permit.
- Vehicles are not allowed to drive on grassy areas. Please use designated driving paths only during load and unload periods. Please do not leave your vehicle unattended, unload or load as quickly as possible. Breakdown of your tent must not start before 9:00 p.m. However, some packing and cleaning are allowed to take place early to speed up the breakdown process. No vehicles will be allowed in the festival area for loading until it is deemed safe and appropriate by Virginia Beach City Officials.
  - No vehicles are permitted to drive on-site while an event is in progress at any time! The maximum time vehicles are allowed to unload on-site - 45 minutes. The vendor is responsible for offsite parking. No passes will be issued for free parking. Please obey all traffic laws. Parking for the day is available in a variety of parking garages/lots near the park. **Special Events \$10.00 All Day Parking in Garages.**
- VII. **TRASH, OIL DISPOSAL & WATER ACCESS:** Vendor must dispose of all trash in the designated on-site dumpster or request assistance from Festival staff after trash is bagged. No trash will be picked up if not bagged. All gray water and grease must be disposed of in the designated wastewater area on-site (no food items allowed).
- VIII. **EVENT BREAKDOWN:** All booths **MUST** be broken down, packed and area cleaned no later than 12:00 a.m. Sunday for inspection of your area or your \$150.00 clean-up deposit will **NOT** be refunded (always maintain cleanliness). Any vendor failing to completely clean-up their area(s)

risk not being accepted for participation at the following year's Festival. Vendor shall be responsible for policing and maintaining a neat and orderly appearance in and around their concession area. To this end, Vendor will provide trash bins/bags as receptacles for their own use and for the use of their patrons, at their booth.

- IX. **TURF DAMAGE:** Upon your acceptance into the event, food vendors must provide adequate ground cover to protect the grass or ground surface. This should be landscape quality filter fabric / roofing felt paper material. Food vendors must also provide adequate protection from grease and ash spillage. Plywood or other like material **MUST** be placed under any fryer or grill and vehicle wheels. Vendors will be held financially responsible for any damage done to the turf. Your clean-up deposit fee (\$150.00) will be forfeited to clean the area.
  
- X. **COMPLIANCE WITH LAWS:** Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall always observe all health and safety measures and precautions necessary for the sanitary and safe performance of Vendor's obligations hereunder. LP tanks must be kept at least 10 feet away from cooking appliances or ignition sources with relief valves directed away from the interior of the tent. All LP connections must be "leak tested" before lighting appliances. The use of long matches or electric matches is recommended to light appliances.
  
- XI. **ELECTRICAL REQUIREMENT: POWER** is available on site. Each outlet is 110 volts, 20 amps. Additional Fee will be required for 220 volts. Portable, quiet generators are permitted. It is very important that you list each item or appliance that you are going to plug in. Each vendor must bring their own extension cords. Extension cord shall be of the three-prong type approved for outdoor use only and shall not be subject to physical damage by pedestrian or vehicular damage. Cords should be a minimum length of 50ft. All extension cords should be appropriate for the equipment being used.
  
- XII. A fully charged UL approved FIRE EXTINGUISHER (40BC or K type) with a minimum rating of 4A or two (2) fire extinguishers with a rating of 2A is required. All equipment must meet Virginia Occupational Safety and Health standards (NO EXCEPTIONS). Cooking tents will either have 1-40BC or K type extinguisher location accessible and visible to all occupants of the tent for immediate use. All areas with "pig cookers" shall have a fire extinguisher. The extinguishers must have current inspection tags and be operational. Newly purchased fire extinguishers may use the sales slip to show the inspector that they are within code.
  
- XIII. **COPYRIGHT INFRINGEMENT ACTIONS:** Should Vendor present or allow the presentation of any, composition, work, or material covered by copyright, or furnish any product covered by registered trademark, the Vendor agrees to defend, indemnify and save harmless the City of



Virginia Beach, and Virginia Beach Carnival and their staff, agents or employees, for any loss, damage, or expense arising from any claim, allegation or suit for infringement of such copyright or registered trademark.

The name “Virginia Beach Carnival” is a trademark and MAY NOT BE USED to personalize any items sold at the festival unless the Festival Committee has negotiated, approved, and issued an exclusive Special Activities Contract with you, and arrangements have been made for the festival to receive full commissions or royalties on the sale of that merchandise. DO NOT ATTEMPT to use the name or any variation thereof on shirts, other articles of clothing or merchandise of any kind. Violators will be fully prosecuted.

- XIV. CITY AND EVENT ORGANIZERS ARE NOT LIABLE FOR LOSS OR DAMAGE: The City of Virginia Beach, and Event Organizers (Production Team, System Sound, etc.) shall not be liable for any loss or damage to machinery, equipment, merchandise, paraphernalia, costumes, clothing, booths, stands, exhibit materials, or any other property of the Vendor, or Vendor's agents, employees, patrons, or guests, caused by theft, riots, strikes, civil commotion, fire, acts of God, or any other cause of whatever kind of nature. The City of Virginia Beach and Event Organizer shall not be responsible for charges or expenses on any materials, merchandise, properties, printed or advertising matter or otherwise, delivered to the Vendor. The City of Virginia Beach and Event Organizers (Production Team, System Sounds, etc.) will not receive materials/products on behalf of a Vendor.

## 2023 FOOD VENDOR FORM &amp; AGREEMENT

VENUE: 24<sup>TH</sup> Street Park,

Dates: July 21<sup>st</sup> & 22<sup>nd</sup> 2023.

\* Please adhere to load in and load out policy. \*

BUSINESS NAME/COMPANY: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Address:

(City) (State) (Zip Code)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

FOOD/BEVERAGE BOOTH SPACE PRICES:

Feb 10th to June 17th, 2023 – no later than June 24<sup>th</sup>.

\_\_\_\_\$650 for 1 days

\_\_\_\_\$900 for 2 days

**Plus, a clean-up fee of \$150 (refundable) fee regardless of day or days vending.**

**ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JULY 1<sup>ST</sup> 2023.**

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE. *Payment by Cashier's Checks, Money Orders, CashApp (\$vabeachcarnival) payable to Virginia Beach Carnival. and mailed or delivered to the below address.*

Virginia Beach Carnival

ATT: ACAF

P.O. BOX 6072

Chesapeake VA 23323

It is understood and agreed that Vendors, their agents and/or assigns shall indemnify, hold harmless and defend Virginia Beach Carnival Host Committee, Event Organizers, its corporate sponsors, City of Virginia Beach, its agents, employees, staff and volunteers from all liability for loss, damage, or injury to any person or property in any manner arising out of or incident to this Vendor Agreement or the performance of its terms and provisions. Vendors shall be solely responsible for securing, at their sole cost, workers' compensation insurance, disability insurance, liability insurance and any other insurance as may be required by law.

This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## 2023 DESSERT VENDOR FORM &amp; AGREEMENT

VENUE: 24<sup>TH</sup> Street Park,

Dates: July 21<sup>st</sup> & 22<sup>nd</sup> 2023.

\* Please adhere to load in and load out policy. \*

BUSINESS NAME/COMPANY: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Address:

(City) (State) (Zip Code)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**DESSERT BOOTH SPACE PRICES:**

Feb 10th to June 17th, 2023 – no later than June 24<sup>th</sup>.

\_\_\_\$350 for 1 day

\_\_\_\$500 for 2 days

**Plus, a clean-up fee of \$150 (refundable) fee regardless of day or days vending.**

**ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JULY 1<sup>ST</sup> 2023.**

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE. *Payment by Cashier's Checks, Money Orders, CashApp (\$vabeachcarnival) payable to Virginia Beach Carnival. and mailed or delivered to the below address.*

Virginia Beach Carnival

ATT: ACAF

P.O. BOX 6072

Chesapeake VA 23323

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 2023 RETAIL VENDOR FORM &amp; AGREEMENT

VENUE: 24<sup>TH</sup> Street Park,

Dates: July 21<sup>st</sup> & 22<sup>nd</sup> 2023.

\* Please adhere to load in and load out policy. \*

BUSINESS NAME/COMPANY: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Address:

(City) (State) (Zip Code)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## RETAIL BOOTH SPACE PRICES:

Feb 10th to June 17th, 2023 – no later than June 24<sup>th</sup>.

\_\_\_\$350 for 1 day

\_\_\_\$500 for 2 days

**ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JULY 1<sup>ST</sup> 2023.**

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE. *Payment by Cashier's Checks, Money Orders, CashApp (\$vabeachcarnival) payable to Virginia Beach Carnival. and mailed or delivered to the below address.*

**Virginia Beach Carnival**

ATT: ACAF

P.O. BOX 6072

Chesapeake VA 23323

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 2023 ARTS &amp; CRAFTS VENDOR FORM &amp; AGREEMENT

VENUE: 24<sup>TH</sup> Street Park,

Dates: July 21<sup>st</sup> & 22<sup>nd</sup> 2023.

\* Please adhere to load in and load out policy. \*

BUSINESS NAME/COMPANY: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Address:

(City) (State) (Zip Code)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

ARTS & CRAFTS BOOTH SPACE PRICES:

Feb 10th to June 17th, 2023 – no later than June 24<sup>th</sup>.

\_\_\_\$300 for 1 day

\_\_\_\$450 for 2 days

**ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JULY 1<sup>ST</sup> 2023.**

NO SPACE IS GUARANTEED UNTIL PAYMENT IS MADE IN FULL. BOOTH PAYMENTS ARE NON-REFUNDABLE. *Payment by Cashier's Checks, Money Orders, CashApp (\$vabeachcarnival) payable to Virginia Beach Carnival. and mailed or delivered to the below address.*

**Virginia Beach Carnival**

ATT: ACAF

P.O. BOX 6072

Chesapeake VA 23323

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 2023 EDUCATIONAL/INFORMATIONAL VENDOR FORM &amp; AGREEMENT

VENUE: 24<sup>TH</sup> Street Park,

Dates: July 21<sup>st</sup> & 22<sup>nd</sup> 2023.

\* Please adhere to load in and load out policy. \*

BUSINESS NAME/COMPANY: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Address:

(City) (State) (Zip Code)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

EDUCATIONAL/INFORMATIONAL BOOTH SPACE PRICES:

Feb 10th to June 17th, 2023 – no later than June 24<sup>th</sup>.

\_\_\_ \$150 for 1 day

\_\_\_ \$200 for 2 days

**ABSOLUTELY NO SALE OF BOOTH SPACES AFTER FRIDAY, JULY 1<sup>ST</sup> 2023.**

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**Virginia Beach Carnival**

ATT: ACAF

P.O. BOX 6072

Chesapeake VA 23323

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This application shall not be processed without full payment for the designated space(s). It is further understood and agreed that the space(s) listed below may not be available at the time of purchase and the undersigned shall accept the space(s) designated by the Virginia Beach Carnival Vending Committee. No space(s) may be subleased at any time during the event.

The undersigned has read and understood the above and has agreed to adhere to the guidelines as stipulated in the Virginia Beach Carnival – VENDOR GUIDELINES AND AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## VIRGINIA BEACH CARNIVAL VENDOR AGREEMENT

Please sign, date and mail with application

I certify that the information I provide is true, correct and that I understand and will comply with the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

I understand that once I have been accepted, there will be no refund of my application fee. If I am not accepted as a vendor my application fee will be returned to me.

I understand that if I cancel, I will not be reimbursed nor will I be able to carry over the vending fees to the next year.

Although there will be security on Friday night, all fixtures and materials that are left overnight will be at the vendors' risk. No booth may be dismantled or removed from its assigned space prior to the end of the festival on Saturday night. I agree to indemnify and hold harmless Event Organizer for any such failure to make these provisions.

I understand that I must abide by the rules set forth regarding electrical and water usage and disposal of trash and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the immediate termination of my participation, forfeiture of all deposits and fees, and denial at future events.

I understand that if the event is cancelled due to inclement or hazardous weather or an Act of God, a partial refund (50%) may be refunded, and no credit will be given toward future events.

Having read this waiver and knowing these facts and in consideration of your acceptance of my entry,

I, for myself and anyone entitled to act on my behalf, waive and release all sponsors, their representatives, and successors, and any individual or group associated with this event from all claims and liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

By submitting and signing this application to the Virginia Beach Carnival, vendor indicates that he/she has read and fully understands and accepts the Terms of Contract.

ANY VIOLATIONS OF THE VIRGINIA BEACH CARNIVAL. AGREEMENT, TERMS & CONDITIONS CAN RESULT IN A FINANCIAL PENALTY TO BE PAID BY THE VENDOR, BOOTH CLOSURE, LOSS OF ALL FEES, AND REMOVAL FROM THE PARK AND EXCLUSION FROM FUTURE FESTIVALS.

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Signature

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Date