

**WHALING CITY FESTIVAL  
FOOD DEALER APPLICATION FORM  
July 11, 12, & 13 2008**

**INSTRUCTIONS:** This application/agreement form must bear the dealer's signature and must be returned to: Whaling City Festival, Inc., 13 Edwards St., New Bedford, MA 02740, ATTN: Allen Richard. Print or type all information requested as it applies to you. Read all terms and conditions on both sides of this form. Sign at the bottom and send self-addressed business size (#10) envelope.

**RATES:** 1,300.00 for a 20' x 30' spot.

**PAYMENT:** Send payment along with completed applications. All payments must be made by money order, bank teller's check, cashiers check, or certified business checks only. All money orders and checks must be made payable to: WHALING CITY FESTIVAL, INC. All personal or non-certified business checks will be returned with an unprocessed application.

Applicants Name: \_\_\_\_\_ Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(No. & Street) (City/Town) (State) (Zip)

Telephone: Home: \_\_\_\_\_ Business: \_\_\_\_\_

► Are you in possession of a food handlers license?  
\_\_\_\_\_

List all the items that you will to sell in detail:

► Will all employees working at your booth have a food handlers license? \_\_\_\_\_

► List any and all licenses that you posses which authorize you to be a vendor of food:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail address: \_\_\_\_\_

► Massachusetts tax ID number: \_\_\_\_\_

► Size of trailer with hitch: \_\_\_\_\_

► Amount of voltage and amps needed: \_\_\_\_\_

WHALING CITY FESTIVAL OF NEW BEDFORD, INC. herein after called the Festival reserves the right to return any payment and application / agreement form to the dealer when all allocated spaces are filled to capacity. Also, sale of food or beverage items not authorized by the Festival will be a violation of agreement form and cause for the closing down of your food operation and eviction from the Festival grounds, and a refund will not be issued. **All Festival decisions are final.**

I FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS APPLICATION/AGREEMENT FORM AND ACCEPT THESE TERMS AND CONDITIONS. I UNDERSTAND THAT I SHALL BE NOTIFIED BY MAIL IF I HAVE BEEN SELECTED AS A 2008 FOOD DEALER. I WILL ALSO BE NOTIFIED IF I AM PLACED ON THE FESTIVAL WAITING LIST. I ALSO UNDERSTAND THAT THE FESTIVAL HAS THE RIGHT TO DELETE FOOD OR BEVERAGE ITEMS THAT I HAVE REQUESTED TO SELL AT THE 2008 WHALING CITY FESTIVAL.

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# READ THE FOLLOWING BEFORE SIGNING THIS FORM

**FESTIVAL DATES AND LOCATION:** Dates of the 2007 Festival are July 11, 12, & 13, 2008. Hours of operation are 9:00am to 8:00pm Friday, Saturday, and Sunday. All dealer lots are for three (3) days only. There will be no one or two day lots available. The festival is held at Veterans Memorial Buttonwood Park; Junction of Routes 140 and 6 in New Bedford, Massachusetts.

**SET-UP:** Thursday - July 10, 2008 all food dealers must be on the Festival grounds between 8:00am and 11:00am to be lined up in their appropriate spot. Inspection will be Thursday after 1:00pm.

**LOTS:** All spaces are 20 foot frontage by approximately 30 foot depth. Electricity and cold water is provided for each lot. Dealers shall be responsible for providing suitable hoses for hookup to supplied water. There will be no gasoline or other powered generation allowed at the Festival.

**LOT ASSIGNMENTS:** There are a limited amount of lots set aside for food dealers. The Festival stresses variety of food rather than quantity. Therefore, the Festival cannot accommodate all dealers who request a spot to sell food. Upon receipt of your request form, a determination will be made as to your acceptance or non-acceptance for entrance as a food dealer at the 2008 Festival.

All lots are allocated on pre-paid, pre-assigned basis only. All lot assignments are at the direction of, and may only be changed by, the Whaling City Festival. Dealer shall not resell pre-assigned lots to a third party. There is no guarantee, expressed or implied, as to assignment of the same lot to a dealer as had in previous years. The final decision on dealer lot assignments will rest with the Festival President.

**NO REFUND POLICY:** All lot sales are final. There will be no refund of advance payment for any reason whatsoever. There is no rain date for the Whaling City Festival, and no refund will be made in the event of inclement weather.

\* **NOTE:** All Food dealers shall be responsible for payment of license fee to the City of New Bedford Health Department upon inspection of Food Operations by the Health Department at the Festival. The Whaling City Festival will not pay the Health Department or license fee. Also, if you are using propane at your food booth you may need to secure a Propane Storage Permit from the New Bedford Fire Department/Fire Prevention Bureau.

**ELECTRICITY:** New code rules for electrical hookup: 200' (two hundred foot), three wire 12/3 gauge cord required. No household extension cords are to be used. Improper power cord will due cause for improper hookup to electrical power. To comply with the Massachusetts Electrical Code, we will be using ground fault circuit interrupter receptacles on our electrical supply boxes. For dealers with metal trailers, frames shall be grounded to an 8 (eight) foot ground rod. All electrical equipment shall be properly grounded to the trailer. For other dealers, electrical equipment should be grounded to an 8 (eight) foot rod. The Festival shall not be responsible for improperly grounded equipment.

**PARKING:** Food Dealers care allowed just 1 (one) vehicle to the accommodated 20x30 food spot. Dealer vehicles shall not be parked in roadway of Festival grounds or in designated Staff Parking Area(s). Dealer Parking Permit, issued when you check-in, must be displayed at all times.

**CLEANLINESS:** Dealer is responsible for cleaning their areas and a 10 foot area in front and behind their spot each day. Dealer shall be responsible for providing proper trash containers to hold trash generated by dealers. All dealers' trash shall be placed in proper containers and all such containers filled with dealer trash shall not exceed 50 pounds. Dealer shall not dispose of any food operation waste material whatsoever on the grounds or roadways in the rear of the food stand. Any dealer disposing waster material in the above manner will be in violation of application/agreement form and subject to provision of said penalties set forth on this form.

**ATTENTION:** The Whaling City Festival Inc. of New Bedford, at its discretion, reserves the right to eject any dealer from the Festival grounds, without refund of payment, for dealer violation of any of the terms and conditions set forth on this application/agreement form.

The Festival, its agent(s), officers, committee members, on any individual acting in or on behalf of said corporation shall not be liable for any reason whatsoever for loss, theft, spoilage, equipment damage, or malfunction resulting in loss to dealer or loss, theft, damage, or spoilage to personal property, rented property, items offered, stored, or being held for the sale in and under the care custody or control of the dealer, dealer agent(s), or any individual acting in or on behalf of the dealer.

The Whaling City Festival, Inc., its agent(s), officers, committee members, on any individual acting in or on behalf of said corporation shall not be held liable for any and all aggrieved parties for loss, illness, injury, death, medical or hospital expenses, resulting from the sale of food or beverage items sold by dealers, dealer agent(s), or any individual acting in or on behalf of dealer, or from the operation of dealers booth area.

## **RULES:**

- NO DOGS allowed on Festival Grounds during operation.
- Beverages must be in plastic bottles, paper cups, or cans.
- SALE OF ALCOHOLIC beverages will not be allowed.
- SALE OF NON-ALCOHOLIC beverages in glass bottles is not allowed.
- ALL BOOTHS subject to an inspection by the New Bedford Health Department.
- ALL BOOTHS subject to an inspection by the New Bedford Fire Department.
- ALL BOOTHS subject to an inspection by the New Bedford Building Department.
- ALL BOOTHS subject to an inspection by the New Bedford Wire Department.
- ALL FOOD BOOTH WORKERS must be in possession of proper food handler's certificate as required by state statute or local ordinance.
- ALL FOOD OPERATIONS are subject to any and all state and local health laws and licensing requirements.
- ALL FOOD CONCESIONARIES must provide a certificate of Liability Insurance including project liability naming Whaling City Festival Inc. as an additional insured. Minimum coverage required is \$1,000,000.00 (one million dollars).
- CONDIMENTS SUCH AS SALT & PEPPER are not allowed to be distributed.
- The sale of fresh squeezed lemonade is not allowed. Rights to freshly squeezed lemonade are bid on an annual basis.