

RESOLUTION NO. 2017-18

A RESOLUTION ADOPTING AND APPROVING THE GUIDELINES, POLICIES, FEES, AND VENDOR APPLICATION FOR MOVIES IN THE PARK EVENTS

WHEREAS, the City of Benton City wishes to hold a series of community events on public property described as "Movies in the Park" and wishes to allow vendors to present applications to sell food and drink and other items; and


WHEREAS, the City has prepared a Vendor Guidelines and Policies document, and an Application and Fees document that it wishes to adopt for use associated with considering vendors for the events; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Benton City Council hereby approves and adopts the "Movies in the Park - Vendor Application" including listed application fees and the "Movies in the Park - Vendor Guidelines and Policies" (a copy of which is attached hereto and incorporated herein as Exhibit A) for utilization by the City for reviewing and vetting of vendors for the Movies in the Park events.

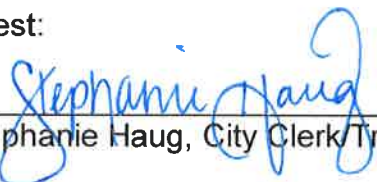
ADOPTED this 20 day of June, 2017, by the City Council of the City of Benton City, Washington, at its City Council meeting this 20 day of June, 2017, and signed in authentication of its passage this 20 day of June, 2017.

Resolution 2017-18 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 20 day of June, 2017.



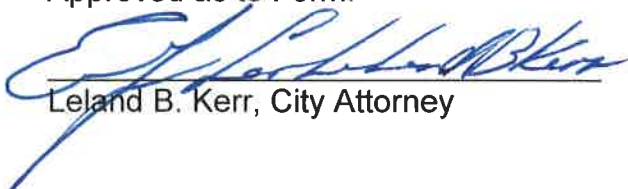
Linda Lehman, Mayor

Attest:



Stephanie Haug, City Clerk/Treasurer

Approved as to Form:



Leland B. Kerr, City Attorney



CITY OF BENTON CITY

PO Box 70
Benton City, WA 99320
(509) 588-3322 * shaug@ci.benton-city.wa.us

2017 MOVIES IN THE PARK- VENDOR APPLICATION

2017 Movie Dates (choose your dates):

- June 30th (\$40.00)
 July 21st (\$40.00)
 August 18th (\$40.00)
 All Three (\$100.00)

Business/Organization/Individual: _____

Contact Name: _____

Mailing Address: _____

Physical Address (if different than mailing address): _____

Phone: _____ Email: _____

Benton City Business License#: _____ WA State Tax# (UBI): _____

Will you be selling from a vehicle? Yes No

If yes, Vehicle License #: _____ State: _____ Make/Model: _____

Description of Booth/Items to be Sold (attach additional sheets if necessary):

Please include dimensions of the space needed, and any special equipment needs)

ATTACH ANY STATE, COUNTY OR CITY LICENSES/PERMITS YOU CARRY (as appropriate for your sales)

HOLD HARMLESS AGREEMENT:

Vendor has read and understands the Benton City Movies in the Park Vendor guidelines and policies and is bound by the terms and conditions outlined in them. Vendor will sell only what is listed on this application. Vendor is responsible for the quality and safety of what they sell and is required to obtain general liability insurance for their activities, and must name the City of Benton City as additional insured on said policy. The certificate of insurance provided shall evidence: General Liability Insurance covering premises, products, completed operations and contractual liability, naming the City as additional insured. The policy shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. It shall contain, or be endorsed to contain that renter's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of renter's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII or equivalent.

Except in the negligence of Benton City, vendor shall defend, indemnify and hold harmless the City of Benton City and all organizations and individuals who assist with the event in non-vendor status, including the City's officers, officials, employees and volunteers, from and against an and all claims, injuries, damages, losses or suits including attorney fees, whether for injuries to persons, or loss of life, or damage to property, on or off the premises, arising out of the use or occupancy of the premises by the vendor. Vendor shall defend at the vendor's own expense any action related to vendor's acts or omissions that are brought against the Benton City Movies in the Park and/or any of the above-mentioned organizations or individuals.

Vendor Signature: _____ Date: _____



CITY OF BENTON CITY
PO Box 70
Benton City, WA 99320
(509) 588-3322 * shaug@ci.benton-city.wa.us

*Keep this portion for your
Information!*

MOVIES IN THE PARK- VENDOR GUIDELINES AND POLICIES

1. **Products Allowed for Sale.** All products to be displayed or sold must be listed on the application form. A menu of food items to be sold must be approved by the City of Benton City. No products that violate current copyright laws can be sold. A vendor will be asked to leave immediately if these rules are violated.
2. **Permits.** Food vendors must provide copies of a current and valid health permit and any other permits and licenses applicable to the sale of their products. Contact the Benton Franklin Health Department, 509.582.7761, ext. 4705, to obtain a health permit.
3. **Requirements for Vendor Displays:**
 - a. Vendors must provide their own tables.
 - b. Vendors: Electricity and water are NOT available. Vendors must provide their own generator and water supply. Generators must be quiet and must not create a nuisance to guests, participants or homeowners. *Further guidelines provided after confirmation of application.
 - c. No part of the sales booth will be outside of the vendor's allocated space.
 - d. Vendors will provide their own canopy or cover.
 - e. **Weights are required** to hold canopies in place in case of wind. Canopy weights must not create trip and fall hazards for patrons or vendors.
 - f. Vendors must keep their spaces attractive and clear of debris during the event.
 - g. Vendors must have a fire extinguisher with them.
 - h. Vendors must clean up their allocated space thoroughly following the event.
4. **Food Sales & Sampling.** Vendors are required to comply with all state and local health codes and food demonstration requirements. Food vendors are required to have permits from the Washington State Department of Agriculture, Food and Drug Administration or the Benton County Health Department. Vendors who distribute product samples must follow all health department rules and regulations.
5. **Vendor Conduct.** Vendors will conduct themselves in a courteous manner and interact with customers in an appropriate way that will increase sales and reflect the objectives of the City of Benton City. Belligerent or other inappropriate behavior may be cause for ejection of a vendor from the market. Vendors are not permitted to smoke on the sites. Evicted vendors **WILL NOT** have fees refunded.
6. **Vendor Space Assignments.** Spaces will be assigned on a first come, first served basis. Every effort will be made to accommodate vendors with special needs.
7. **Vendors must arrive and be in place by 6:45pm for the Movie.** Set-up is 4pm-6:45pm. Each vendor is responsible for helping maintain a safe environment for customers and other vendors.
8. **Enforcement of Rules.** Movies in the Park rules will be enforced by the City of Benton City employees, who have the ultimate, on-site authority. The City of Benton City reserves the right to prohibit individuals from selling products that do not reflect the objectives of the Movies in the Park event. There will be no discrimination because of race, color, creed, gender, religion, sex, age or nationality.
9. **Hold Harmless Agreement.** All vendors will receive a copy of these guidelines and policies prior to registering. Upon registering, the vendor will be required to sign a Hold Harmless Agreement stating that the rules have been read and understood.
10. **Noise Level.** Use of sound amplification devices must be approved by the City of Benton City. The City of Benton City reserves the right to request that the noise level be lowered.
11. **Vendor Parking.** If you have special needs, please make arrangements with the City of Benton City. No overnight camping is permitted.

Additional Information on Back →

- 12. Refund Policy.** Vendor understands that Movies in the Park has a NO REFUND POLICY past the cancellation date of one week prior to each event date. No refunds will be made, regardless of weather, performance of event, no shows, etc. There are no exceptions.
- 13. Insurance Requirements.** Vendors are required to obtain general liability insurance covering their activities. The certificate of insurance provided shall evidence: General Liability Insurance covering premises, products, completed operations and contractual liability, naming the City as additional insured. The policy shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. It shall contain, or be endorsed to contain that renter's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of renter's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII or equivalent.

