



**Bite of Seattle®**  
**July 17, 18 & 19, 2009**  
**Seattle Center**  
**www.biteofseattle.com**

**2009 On Ground Food Vendor Application**  
**DUE MARCH 13, 2009**

Business Name \_\_\_\_\_

Washington State UBI (Unified Business Identifier-REQUIRED) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

City of Seattle Bus. License number (refer to Rules and Regulations - pg. 3) \_\_\_\_\_

Booth Name (for festival program) \_\_\_\_\_

Contact Person \_\_\_\_\_

Business address \_\_\_\_\_ Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Day (\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Business Name (on insurance policy) \_\_\_\_\_

Insurance Company & Policy Number \_\_\_\_\_ Renewal Date \_\_\_\_\_

Date Received  
(office use only)

\_\_\_\_\_

**MENU INFORMATION** The Bite of Seattle® Jury reserves the right to restrict certain food items or beverages due to duplication or contractual exclusivity in the case of sponsorships. Please type or print the information below clearly. Don't forget creativity counts! BBQ requires "restaurant" booth only. An OGV is a food/beverage vendor preparing or selling typically one or two main items that do NOT require a full kitchen. **NOTE: ABSOLUTELY NO ITEM CAN EXCEED \$6 IN THIS OGV CATEGORY. Retail prices on all items are required. NEW! ALL VENDORS ARE REQUIRED TO USE A NON-TRANS FAT OIL WHEN COOKING, MANDATED BY THE KING COUNTY BOARD OF HEALTH AS OF FEBRUARY 2009.**

**Menu Item #1** (This menu item will be used in all print advertising) **Retail Price (required) \$** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Menu Item #2** **Retail Price (required) \$** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Menu Item #3** **Retail Price (required) \$** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Menu Item #4** **Retail Price (required) \$** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BEVERAGES:**

The sale of soda, water & coffee is restricted by right and exclusivity to our sponsors. The official waster is TBD and the official soft drink is Jones Soda in 2009. No competitive products may be sold on site. Novelty beverages created by Individual restaurants are acceptable and subject to approval.

**I plan to serve the following beverages (be specific):**

Type of drink & description	Size	Retail Price
1. _____	_____	\$ _____
2. _____	_____	\$ _____

**BOTH FEE:**

**BITE OF SEATTLE®: 10'x10' location**

Cost: \$1,700 (payment due in full) **Total Due:** \$ \_\_\_\_\_

\*In addition to your booth fee, 16% of net sales will be collected on the last day of the festival (Refer to Rules & Regulations).

\*No barbecues or open-flame cooking permitted in OGV locations (Refer to Rules & Regulations pg. 3 & 4)

**BOOTH PAYMENT:** NO REFUNDS! If NOT accepted booth fee will be refunded/mailedback in the form used below.

VISA # \_\_\_\_\_ MC # \_\_\_\_\_

AMEX # \_\_\_\_\_ Expiration Date: \_\_\_\_\_ CVC Code \_\_\_\_\_

Name as it appears on card (print clearly) \_\_\_\_\_

Vendors will be charged a bank fee of 2.6% if paid by credit card.

**Check Enclosed** \_\_\_\_: Make check payable to Festivals Inc.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: If you withdraw your application within 5 days after it is received by the Bite of Seattle® we will refund your deposit less a \$200 cancellation fee.**

**BOOTH PACKAGE INCLUDES:**

**BOOTH SPACE:** One 10' x 10' space in a high traffic location (canopy NOT provided).

**STORAGE:** Use of common storage refrigerated space on site (freezer space not provided).

**SANITATION:** Use of any of the five sanitation stations with three-compartment sinks for ware washing and potable water.

**ADVERTISING:** All participants will receive a mention in the official program, press kit and event Web site.

**NOTE:** All additional needs or services, above and beyond what is listed above, are to be arranged and paid for by the participating company through the official show decorator, electrician or plumber.

**APPLICATION AGREEMENT AND CHECKLIST:** Please read the following and sign below.

\_\_\_\_ Complete the application (pages 1 & 2) and sign below. Retain Rules and Regulations (pages 3 & 4) for your records.

\_\_\_\_ Complete the Festival Operations Questionnaire and submit with application.

\_\_\_\_ Enclose total booth payment (check or credit card) for booth space.

\_\_\_\_ I understand that the the Bite of Seattle® reserves the right to restrict certain food items or beverage brands due to contractual exclusivity with Festival Sponsors.

\_\_\_\_ I understand that this is a juried event and that a selection committee will review my application based on the following criteria:

- Date application and deposit are received.
- Ability to participate.
- Reputaion and history with the Bite of Seattle®.
- Quality/creativity of food to be served.
- Space availabilty within the Bite of Seattle®. and operational requirements.

I understand that the Bite of Seattle® reserves the right to terminate participation at any time if the deadlines and obligations of participation stated in the application and rules and regulations are not upheld by the participating vendor stated below. In signing this agreement, Applicant has read and understands the Rules and Regulations (pages 3 & 4) and agrees to abide by them throughout the 2009 Bite of Seattle®. Signature of applicant verifies agreement to all rules and regulations,

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**DEADLINE for completed application package is Friday, March 13, 2009.**

**NEW ADDRESS!**

**Festivals Inc./Bite of Seattle®**  
320 E Sunset Way Suite 100/ Issaquah WA 98027  
www.biteofseattle.com / info@biteofseattle.com  
www.tasteoftacoma.com / info@tasteoftacoma.com

**APPLICATION DEADLINE:**

- Due March 13, 2009 with full payment

**BOOTH FEE:**

- If you withdraw your application within 5 days after it is received your deposit will be refunded less a \$200 cancellation fee.
- **If you withdraw anytime after March 13, 2009 there is NO REFUND.**

**SALES AGREEMENT:**

- If accepted, all vendors are required to turn in their gross sales figure and 16% of after-tax (net) sales by 9 p.m. on Sunday evening at checkout for the Bite of Seattle/Taste of Tacoma. 10% of Bite fee goes to Seattle Center for use of the grounds.
- A \$400 penalty will be assessed and an interest charge of 1.5% will be applied if payment is not met.

**BUSINESS LICENSE & WASHINGTON STATE UBI:**

- Washington State requires a UBI (Unified Business Identifier). Please fill in this information on the application (pg. 1). To obtain a UBI, call (800) 647-7706 or go to [www.dor.wa.gov](http://www.dor.wa.gov).
- City of Seattle Business license applies only to those who have a business in the city of Seattle. If you do not have a Seattle license put N/A on the application.
- In the event that your taxable gross annual receipts for business in Seattle exceeds \$50,000 you are obligated to report and pay City Business & Occupation Tax.

**FESTIVAL HOURS, LOCATION & DAYS:**

- Bite of Seattle®  
Friday, July 17, and Saturday, July 18, hours of operation are from 11 a.m. to 9 p.m. and Sunday, July 19, 11 a.m. to 8 p.m. All vendors must be open during this time.
- The Bite of Seattle® takes place at Seattle Center, located in downtown Seattle.

**CERTIFICATE OF INSURANCE:**

- Accepted Vendors must provide the Bite of Seattle with a certificate of insurance, by May 1, 2009, for one million dollars (\$1,000,000). A sample certificate will be mailed with acceptance.
- Additional insured will be for the following:  
Bite of Seattle®: the Bite of Seattle® and the Seattle Center are named as additional insured.

**RESTRICTIONS:**

- To qualify for an On Ground Vendor you must be an operating and licensed food product vendor or service company. Examples of successful OGV products are: ice cream, shaved ice, cookies, confections, a unique ethnic food item, such as potstickers and novelty beverages and desserts.
- There are no barbecues or open-flame cooking permitted in OGV locations. Propane or Butane allowed on a selective basis only.
- Any promotional give-aways, signs, posters, banners or stickers from any print or broadcast media other than an official event sponsor is prohibited.
- No alcoholic beverages, loud music, televisions or 'hawking' are allowed within or in the vicinity of your booth.
- Vendors are not allowed to advertise outside their booth space using 'rovers', flyers or sandwich boards.
- Vendors are not allowed to 'rove' with their merchandise at any time.
- The Bite of Seattle® reserves the right to restrict any activities that interfere with public access and/or Festival programming. Non-compliance of this agreement will put your event participation in jeopardy.
- Only the booth name as stated on the application and official Bite sponsors are allowed on signage.
- The Bite of Seattle® logo is trademarked. Any use must be pre-approved by the Bite of Seattle®.

**MENU:**

- Only menu items listed on the application may be sold at the Bite of Seattle®.
- Changes/additions are only allowed with pre-approval by the Bite of Seattle®.
- **In accordance with the 2009 King County Board of Health regulations, mandated as of February 2009, all vendors WILL BE REQUIRED TO USE A NON-TRANS FAT OIL WHEN COOKING**

**SELECTION PROCESS:**

- Once your application and payment are received the following steps are taken:
  1. Application and payment are processed.
  2. Selection committee will review your application based on the following criteria:
    - Date application/payment is received
    - Quality/creativity of food/product to be served.
    - History of experience in this region.
    - Space availability within the event and operational requirements.
- Notification letters regarding acceptance will be mailed no later than April 3, 2009.
- Application and past participation does not guarantee acceptance.
- The Bite of Seattle® reserves the right to refuse any application or withdraw acceptance, in which case the vendor booth fees will be returned in full.

**BOOTH TECHNICAL INFORMATION:**

- Booth sizes are as stated on the application. Vendors must stay within the booth space, this includes side awnings, walkways, etc.
- Any proposed changes to the vendor operations questionnaire must be provided to the Bite of Seattle® in writing by May 1, 2009, and approved. If accepted, the Bite of Seattle® will contact vendors to finalize operational needs.
- Ice must be paid for in full by vendor at time of check-out. A credit card number can be provided in advance for payment. Further information will be mailed in acceptance packet if accepted.

**SET-UP & TAKE DOWN:**

- Vendors will be advised on load-in time after acceptance. Load-in takes place two days prior to the festival (Wednesday & Thursday).
- Set-up must be complete and vehicles removed from the grounds by 10 a.m. Friday, Saturday and Sunday of the festival. Late arrivals must walk in their supplies.
- Load-out begins after 8 p.m. Sunday. Vehicles are allowed access onto the grounds as soon as it is declared safe.

**MAILING ADDRESS & CONTACT INFORMATION:**

**NEW ADDRESS!**

- **Mail vendor applications to:** Festivals Inc.  
P: (425) 283-5050 320 E Sunset Way Suite 100  
F: (425) 283-5051 Issaquah, WA 98027
- **Application Questions:** (425) 283-5050 ext. 110  
Kristen Pagnac - Senior Event Manager
- **Operations Questions:** (425) 283-5050 ext. 115  
Bjorn Estlund- Director of Operations

**HEALTH & FIRE:**

- Vendor must have appropriate King County Dept. of Public Health permits for the Bite of Seattle®. If accepted, further information will be mailed.
- Vendor must have appropriate King County Fire Dept. permits for the Bite of Seattle®.
- If accepted, further information will be mailed.

**CONTRACTUAL OBLIGATION BY APPLICANT:**

- Signature of applicant on pg. 2 of the application verifies agreement to all rules stated on the application and pages 3 & 4 of rules and regulations as well as the following:
  - 1) The Bite of Seattle's and WA State deadlines for Fire and Health permits.
  - 2) Non-compliance with the King Co. Dept. of Public Health and the King Co. Fire Dept. 's rules and regulations.
  - 3) The Bite of Seattle's operational deadlines.
  - 4) In the event it becomes necessary to employ an attorney to enforce any terms of conditions of this agreement, whether suite is instituted or not, the defaulting party shall pay all costs, expenses and reasonable attorney fees incurred by the non defaulting party. Venue and jurisdiction for any suite shall lay in the Superior Court of Washington, in and for King County.

\*\*The Bite of Seattle® reserves the right to withdraw participation at any time if these items are not upheld by the participating vendor.