



VENDOR AGREEMENT

This Vendor Agreement applies to any 3rd party vendor or exhibitor (hereafter referred to as “**Vendor**”) that will be on the Great Meadow property located at 5089 Old Tavern Road, The Plains, VA 20198 (also referred to as “**Great Meadow**”, “**Great Meadow Foundation**”, and the “**Property**”) with the purpose of selling food, beverage, services, and/or merchandise to patrons of the **Property**. The following terms, conditions, rules and regulations must be adhered to in order to operate as a **Vendor** on the **Property** and in accordance with **Fauquier County, Virginia** laws and guidelines.

Rules & Regulations:

- Events are held on grass and gravel surfaces. Canopy tents must be properly secured and weighted.
- Maximum tent/canopy size is 10’x10’x12’, unless otherwise approved by the Property.
- Maximum height for any Vendor display is 12’, unless otherwise approved by the Property.
- **Potable and non-potable water is NOT available for Vendor use.**
- Vendor is responsible for disposing of vendor trash with removal of trash from the Property upon departure, unless a disposal location has been otherwise indicated by the Property.
- Vendor is responsible for the removal and proper disposal of gray water, black water, grease, and any/all waste products. The property does not have a disposal area for vendor produced waste of any kind.
- Vendor is responsible for obtaining all permits required to operate legally in Fauquier County, Virginia.
- **Electricity will NOT be provided.**
- Vendors may bring a generator(s). Generators may not exceed 70 DB in noise level. “Whisper” generators are strongly encouraged.
- **The Property can NOT provide ice.** All vendors that require ice must procure it on their own.
- Vendor space must be open and staffed at all times during event hours.
- Any Vendor arriving late, leaving early, and/or breaking down during event hours may be refused entrance to future events.
- Vendors shall be liable for delivery, handling, erection, and removal of their own displays and materials.
- Vendors must provide all table(s), chair(s), trash disposal container(s), and canopy tent(s).
- Vendors must arrive at the Property with all equipment, supplies, tools, and staff to properly setup, operate, and breakdown in accordance with this Agreement.
- You must leave your Vendor area as you found it.
- Vendors are not to bring pets to the event, unless otherwise approved by the Property.

- All Vendor staff must be of legal age to work in the State of Virginia.
- No music, microphones, or noisemakers may be used at the event without the permission of the Property.
- Vendors are not to bring alcohol to the event, unless an approved beverage vendor by the Property.
- "No shows" due to rain will exclude you from future events at the Property.
- Vendors may not sublet any portion of their space to another vendor.
- All vendors are responsible for reporting all applicable Virginia and Fauquier County sales tax.
www.tax.virginia.gov.

Food and Beverage Vendors

Food Trucks/Trailers:

- You must meet all local, state and federal motor vehicle requirements.
- Out of state cooking trucks and trailers must be permitted by Virginia State or Fauquier County Fire Marshall.

Additional Requirements:

- Vendor is responsible for submitting an application to the Fauquier County Health Department and obtaining a Fauquier County Health Permit.
- Vendor is responsible for obtaining a Fauquier County Health Department Temporary Food Permit.
- All permits required by Fauquier County, Virginia are to be submitted and managed BY THE FOOD VENDOR. All final permits must be sent to the Property at least seven (7) calendar days prior to the event date. Failure to comply, may result in not being able to participate in the event.

Health Department and Fire Marshal:

- All Vendors must comply with all federal, state, and local health department and fire code regulations.
- A Temporary Food Permit is required for all food vendors and displayed at the event.
- Food vendor application deadline to Fauquier County is 20 days prior to the event.
- Vendor is responsible for contacting the Fauquier County Health Department directly with any questions.
- Tent must be fire retardant.

Additional Terms & Conditions:

- Vendors and their staff must exhibit professional behavior at all times while on the event site.
- The Property reserves the right, in its sole discretion, to determine what constitutes professional behavior.
- Violation of this rule will result in the vendor, their staff/volunteers, and exhibits being excluded from the show site with no refund. This may impact your acceptance into future events.

- The Property and sponsors assume no responsibility for damages or theft of your booth and merchandise/food.

Indemnification:

- Vendors agree to indemnify, defend and hold harmless, the Property, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the vendors participation in any event at the Property.
- This indemnity agreement shall impose liability on the vendor to the fullest extent permitted under the laws of Virginia. The Property will not be liable for refunds or any other liabilities whatsoever for the failure to fulfill this contract due to reasons of the enclosure in which the event is to be held, being before or during the show is destroyed by fire, or other calamity, or by an act of God, public enemy, strikes, statutes, ordinances, or legal authority or any other act beyond the control of the Property, which makes it impossible or impractical to hold the event.
- The Property will not be liable for any damage done by vendors to public/private property during set-up, tear down and regular operation hours. This includes the operation of any equipment (motorized or non-motorized).
- **A Certificate of Insurance (COI) showing at least \$2,000,000 in liability coverage that is valid through the date of the event is required with the Certificate Holder specified as Great Meadow Foundation, 5089 Old Tavern Road, The Plains, VA 20198. Policy Coverage:**
Broad form comprehensive general liability insurance (written on an occurrence basis), including contractual liability coverage and an endorsement for personal injury in the minimum amount typically but in no event shall be in an amount less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. **This must be sent to the Property at least seven (7) days prior to the event date.**

By submitting a Vendor Application and acknowledging receipt of this document in the application, you agree that you have read, understand, and agree to the rules, regulations, terms and conditions as stated and you agree to adhere to the spirit and intent of these conditions as stated by Great Meadow Foundation and Great Meadow. Failure to comply can result in immediate removal and a permanent ban from the Property.