

## 2023 SALMON DAYS VENDOR RULES AND REGULATIONS

### Restrictions & Infractions

- Booth fees are non-refundable unless cancelled no less than 30 days prior to the event (by September 6, 2023). Please note, however, that we will deduct a \$50 application fee from the original total.
- Booth fees cover only the booth space. Vendors are responsible for arranging and bringing their own tents, tables, chairs, etc.
- Vendors must remain in the footprint of their booth space and are not allowed to 'rove' with their merchandise and/or place/display merchandise outside their booth footprint.
- The Issaquah Salmon Days Festival name, logo and theme are trademarked. Any use must be pre-approved by the GREATER ISSAQUAH CHAMBER OF COMMERCE.
- Arts & Crafts booth's merchandise must be **personally handcrafted** by the vendor who is applying for booth space. Commercial, imported or mass-produced items are not allowed at Salmon Days in any arts & crafts booths.
- Commercial, imported or mass-produced items are not allowed at Salmon Days without the approval of the GREATER ISSAQUAH CHAMBER OF COMMERCE and an Issaquah Small Commercial Retailer application must be submitted.
- Vendors cannot sell or promote another vendor's work in their booth. Booth sharing is strictly prohibited and will result in immediate expulsion.
- ALL vendors specifically agree that they will not seek or accept sponsorships for their booth and that sharing the booth with another vendor or organization of any type is strictly prohibited. This includes non-profit booths.
- Festival electricity is **NOT** available for any vendors except food vendors located in Foods of the World (main food court).
- Generators are **NOT** allowed for any vendor (Arts & Crafts, Non-Profit, etc.) other than food vendors that are not located in Foods of the World. Generators used by food vendors must be whisper-quiet.
- Front Street or Sunset Way businesses who apply for a booth space will be placed in front of their store front as long as their application is received by May 31, 2023. All qualifying rules for vendors apply so note that not all businesses are eligible. Spaces purchased by brick and mortar businesses **MUST** be tented, decorated, staffed from 10am-6pm both days, and stocked. Spaces may **NOT** simply be left open. Any business that does not comply may have the booth space filled by a waitlisted vendor, will not receive a refund, and will receive a three-year suspension from Salmon Days.
- **A processing fee of \$40 will be charged to you if you fill out the wrong application OR if you accidentally apply more than once OR if you do not meet the guidelines/requirements. We are happy to answer your questions to avoid fees and misapplications so contact us first to avoid undue fees.**
- No stakes may be used in the parks or in any grass areas. This includes stakes for signs, fences, tents or other uses. Stake use may subject you to a fine by the City of Issaquah.
- No items, signs or banners are to be attached to trees or shrubs. This includes signs using nails, tape, tacks, string, rope, etc. Use may subject you to a fine by the City of Issaquah.
- All City utilities and appurtenances must remain accessible at all times (e.g., water meters, valves, hydrants, traffic signals, sewer manholes and stormwater catch basins.).
- **NEW: ALL streets will be reopened overnight.** Please ensure that your booth allows free flow of traffic in both directions, if applicable.
- Booths should not block, obstruct, or impede sidewalk ramps for ADA access.
- Booths should not obstruct or impede pedestrian traffic or visual sightlines to Front Street businesses operational during the time of the Festival.

- Vehicles are not allowed on any grass areas unless pre-approved by the Festival and with City consent.
- Care should be given to existing storm drain catch basins so that garbage and loose paper do not enter the system. There is no dumping in our gutters and miscellaneous water infrastructures. Please use appropriate containers and dumpsters.

### Hours of Operation

- Festival hours are 10am - 6pm, Saturday and Sunday. BOOTHS MUST REMAIN OPEN DURING THIS TIME. Closing and/or tearing down prior to 6pm will result in a minimum of two-year suspension from Salmon Days.
- Vendors must be present in their booth for both days of the festival.

### Jury Selection

- All applications are juried on quality and originality within each jury category.
- We reserve the right to refuse any application.
- Past participation does not guarantee acceptance.
- If you are not initially accepted or rejected, you may be placed on a waitlist. If space becomes available, you will be contacted to decide if you still wish to be a vendor.
- Salmon Days does not accept product samples for the jury.

### Booth Information

- Payment is due at the same time a vendor submits an application.
- While we do our best to grant each vendor their desired booth type and location, booth selections are ultimately left to the discretion of the GREATER ISSAQUAH CHAMBER OF COMMERCE.
- Vendors are prohibited from seeking or accepting sponsorships for their booth.
- Balloons are NOT allowed at Salmon Days.
- If your booth is located on the Field of Fun, automatically plan to hand truck/carry in your equipment, tent(s), tables, etc. Often, due to inclement weather, the Issaquah Department of Parks & Rec will inform us (at the last minute) that we **will not be allowed to drive onto the field for load in/load out**. Please plan for extra help and/or allow yourself extra time if you need it.
- If your booth is located on the street, always plan to park then load in/out by hand truck/carrying. That way, you will always be prepared in case there is no street access due to unforeseen circumstances and you cannot drive up to your booth location.
- Any booth that is located behind the Police Station on the back porch must leave a 6' gap between the door and the vendor's booth for safety reasons.
- Each vendor is responsible for cleaning his/her booth space and the immediate surrounding area. Garbage, recycle and composting dumpsters are available throughout the entire Festival footprint. Please use these accordingly and place whatever you collect in the appropriate container.
- There is no dumping in our gutters and miscellaneous water infrastructures. Please use the appropriate sinks (if applicable).

### Merchandise

- Arts & Crafts booth's merchandise must be personally handcrafted by the vendor who is applying for booth space. Commercial, imported or mass-produced items are not allowed at Salmon Days in any arts & crafts booths.

- Commercial, imported or mass-produced items are not allowed at Salmon Days without the approval of the GREATER ISSAQUAH CHAMBER OF COMMERCE and an Issaquah Small Commercial Retailer application must be submitted.
- Only one product category can be sold in the vendor's booth.
- All merchandise must be consistent with the photos submitted with the application and reviewed by the jury.
- No toy weapons are allowed at Salmon Days.

### **Sales Tax, Washington State UBI and City of Issaquah Taxes**

- The GREATER ISSAQUAH CHAMBER OF COMMERCE purchases a temporary city business license from the City of Issaquah for each vendor. Vendors are responsible for collecting, reporting and paying WA State sales tax under Sales Tax Code #1714. Washington State requires a UBI even if you are out of state. To obtain a UBI, please go to <https://dor.wa.gov/>
- The City of Issaquah's requirements for the Business and Occupation Tax stipulate that all vendors doing business within Issaquah must report their gross revenue receipts to the Issaquah tax code. This is regardless of whether the business's (vendor's) office or place of business is within or outside of the city limits of Issaquah. The amount of tax levied on each vendor is determined by the application of rates against gross proceeds of sale, gross income of business, or value of products, including byproducts, as the case may be.
- For more information, see Issaquah Municipal Code Chapter 5.04. **The Issaquah business and occupation tax is not the same as the Washington state B&O tax. Vendors must file Issaquah taxes separate from state taxes.**

### **Raffle Fundraising**

- Any non-profit organization doing a raffle during the Festival must comply and apply for all necessary permit(s) from the Washington State Gambling Commission AND must get approval from the Greater Issaquah Chamber of Commerce when submitting an application.

### **Security**

- Booth structure and contents, including inventory, are the sole responsibility of the Vendor. The GREATER ISSAQUAH CHAMBER OF COMMERCE and the CITY OF ISSAQUAH do not assume any responsibility for injury to persons, loss or damage to any property of the Vendor's, including theft, accidents or acts of God.

### **Commission Payment and Sales Reporting**

- Food Vendors must submit their sales report form (detailing sales, expenditures and net profit) and commission payment to the GREATER ISSAQUAH CHAMBER OF COMMERCE by no later than 8pm on Sunday night of the Salmon Days Festival (October 8, 2023).
- Non-Profit and Off-site Non-Profit Vendors must submit their sales report form (detailing sales, expenditures and net profit), P&L statement, and commission payment to the GREATER ISSAQUAH CHAMBER OF COMMERCE by October 31, 2023.

### **Food Sampling – Arts & Crafts Vendors & Spawnsors**

- Food sampling is acceptable.
- Any Arts & Crafts vendor or spawnsor handing out food samples that are not prepackaged are responsible for applying and obtaining any/all permits required by the King County Health Department and Seattle King County Public Health Foods & Facility

Program. Please make sure you get this permit as there are inspectors on site on both days who go through each booth checking to make sure we are complying. These inspectors have the authority to shut down any booth who does not have the proper permits.

- All Gift Food Vendors and spawnsors giving out food samples are REQUIRED to use 100% compostable service ware, 100% of the time. This is a City of Issaquah mandate.
- Booths handing out food samples (not prepackaged) are required by Seattle & King County Public Health to have a hand wash station set up. This includes vendors who are preparing food, packaging food and/or sampling food or beverages. Again, inspectors will be on site on both days going through each booth checking to make sure we are in compliance.

### Food Vendors

- Food vendors are responsible for applying and obtaining any/all permits required by the King County Health Department and Seattle King County Public Health Foods & Facility Program.
- We no longer provide barbeque space (previously offered as an uncovered area for cooking purposes only) so please make sure you select enough booth space to accommodate your footprint. If you need additional space, you must apply for a larger booth space.
- Food vendors must comply with all Fire Marshal, City of Issaquah and King County requirements including, but not limited to, fire extinguishers, spill kits, certified flame-treated canopies and handwashing stations.
- Food vendors are required by Seattle & King County Public Health to have a hand wash station set up. Inspectors will be on site on both days going through each booth checking to make sure we are in compliance.
- **NEW CITY RULE:** Barbecues, fires, grease barrels, or other cooking items are NOT permitted on the grass. Vendor will be liable for incurred expenses for the City to cleanup/deal with fire prevention.
- No ashes, grease, hot water or other cooking type items are to be dumped in the parks. Vendor will be liable for incurred expenses for the City to cleanup/deal with fire prevention. Cooled ashes should be disposed of in dumpsters, not in park trash cans.
- ONLY Foods of the World (main food court) food vendors may purchase and use electricity provided by Hollywood Lights. NO outside generators are allowed in Foods of the World. **Food vendors are responsible for making their own arrangements and paying for electricity directly with Hollywood Lights.** If you are a food vendor but are not located in the Foods of the World area, you are not allowed to purchase electricity.
- Generators must be placed on hard surfaces (concrete, gravel, or plywood).
- **NEW CITY RULE:** Food vendors who are frying food must install flooring beneath the booth. This prevents grease from splattering onto the pavement and ultimately down the storm drains.
- Food vendors (located outside of the Foods of the World) may use their own generator. All generators must be a pre-approved "Whisper Quiet" generator and be notated on their application.
- Salmon Days is a **green** festival and requires all vendors to use only compostable serviceware during the entire festival. Vendors agree to abide by all Salmon Days requirements for recycling and composting in accordance with the CITY OF ISSAQUAH ordinances.
- Food vendors must order directly from and only sell water & soda products from our beverage spawnsor. Any vendor who brings in outside non-spawnsored beverages will

result in an immediate expulsion, an automatic one-year suspension, and no refund will be given.

- **STANCHIONS** - All Food Vendors are recommended to bring and set up a minimum of eight (8) stanchions and two 50' lengths of rope to Salmon Days.

**The GREATER ISSAQUAH CHAMBER OF COMMERCE reserves the right to close any booth not adhering to any of the above regulations.**

#### **INDEMNITY AND WAIVER**

The APPLICANT shall indemnify and hold the GREATER ISSAQUAH CHAMBER OF COMMERCE, and the CITY OF ISSAQUAH and its agents, employees, volunteers and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the GREATER ISSAQUAH CHAMBER OF COMMERCE and the CITY OF ISSAQUAH arising out of, or in connection with, or incident to, the execution of this Agreement and/or APPLICANT'S performance or failure to perform any aspect of this Agreement; provided, however that if such claims are caused by, or result from, the concurrent negligence of the GREATER ISSAQUAH CHAMBER OF COMMERCE and the CITY OF ISSAQUAH, its agents, employees, volunteers and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the APPLICANT; and provided further, that nothing herein shall require the APPLICANT to hold harmless or defend the GREATER ISSAQUAH CHAMBER OF COMMERCE and the CITY OF ISSAQUAH, its agents, employees, volunteers and/or officers for damages or loss caused by the GREATER ISSAQUAH CHAMBER OF COMMERCE or the CITY OF ISSAQUAH'S sole negligence.

The APPLICANT expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Effective 03/20/23