



**WHITFIELD COUNTY PARKS & RECREATION DEPARTMENT  
VENDOR POLICY MANUAL  
July 12, 2010**

The Board of Commissioners hereby establishes rules, regulations and fee schedules for vending permits at County recreation facilities and parks. Vending areas will be at fixed locations designated by the Parks and Recreation Department, hereafter referred to as "the Department." All applications will be reviewed by the Department. Permits will be granted to those applicants who meet the needs of the public.

Please contact the Department at [WCRD@WhitfieldCountyGa.com](mailto:WCRD@WhitfieldCountyGa.com) with questions. Applications can be obtained by going to <http://www.whitfieldcountyga.com/Recreation/Index.htm>.

**APPLICATION PROCEDURES**

- 1) All persons, partnerships and corporations interested in vending at a County facility are required to submit the following documents to the Whitfield County Recreation Department at 176 Gillespie Drive, Dalton, GA 30721 or by emailing the requested information to [WCRD@WhitfieldCountyGa.com](mailto:WCRD@WhitfieldCountyGa.com). The request must include the following:
  - A letter of application which includes the applicants full name; name of business; residence and business addresses, phone numbers, and email address; the vending dates requested, the vending location requested, and the applicant's tax ID number.
  - A typed list of items to be sold and the prices to be charged for same.
- 2) Only applications received by the Director five (5) days prior to the event will be considered, unless otherwise waived by the Director. Vendor registration requests will be reviewed and approved by the Director. DO NOT send payment with application. Accepted vendors will be notified to submit appropriate fee.
- 3) Incomplete and late applications WILL NOT BE CONSIDERED and returned to the applicant.
- 4) The Department reserves the right to reject any applicant, who in the Department's sole discretion and judgment, would not provide the best available activity or products based upon quality, price, variety and service.
- 5) Once a Vendor has been approved by the Department, the Vendor will be required to pay a fee of \$25.00 (*in certified funds only*) per day of approved vending. This payment must be received in advance of the event. Failure to do so shall result in the vendor forfeiting his/ her space.

## **GENERAL VENDING RULES & REGULATIONS**

- 1) Vending spaces will be approximately 10 foot by 10 foot and it is generally anticipated that a vendor will apply for only one space; however, exceptions to this provision will be considered. Vendors awarded more than one vending space will pay a separate fee for each space.
- 2) All potential vendors must possess a Federal Employer Identification Number.
- 3) Vendor may not change the listing of what he/she will be providing without the Department's consent. Vendor is permitted to sell only those items listed on the application as approved by the Department. If vendor is determined to have violated this agreement, he/ she forfeit the opportunity to participate in future Department events and may be removed from the event in progress.
- 4) Vendor location sites will be assigned on a single event basis and will be assigned by the Department.
- 5) Vendors are not permitted to sell food/beverages.
- 6) Vendors are not permitted to roam or sale outside of their assigned area.
- 7) Vendors may only sale officially licensed merchandise.
- 8) Park vendors shall provide at their own expense all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electric or other utilities will be supplied by the Department.
- 9) Pushcarts or other vehicles and equipment related to the vending operation shall not be parked, stored or left overnight in any park location.
- 10) Vendors shall collect all litter and garbage generated in the operation of the business at the end of each business day and remove these items from the park.
- 11) Vendor will indemnify and hold the County harmless for any and all liability of the County as a result of any service at a County-sponsored event, and waive any immunity under the Georgia Workers' Compensation regarding any claims by the County against the vendor.
- 12) The Department reserves the right to cancel/ postpone an event. The Department will determine the process and procedure to follow for the postponement and/ or cancellation of the event due to weather or other factors. If the Department decides to cancel the event due to predicted forecasts, accepted vendors will be notified once the decision is final. Vendors may also call the Department to determine event status. For events with an established rain date, vendors shall be available on both dates. Vendor will forfeit his/ her fee if event is postponed to rain date and he/ she does not show. If event is held and vendor does not show, the Department will solely determine if reason for not participating validates a refund. If event is canceled, refunds will be issued.
- 13) Vendor will be restricted from future vending at County events and no refund will be issued should they:
  - a. Buy a space to sell to another vendor.
  - b. Misrepresent the items to be sold.
  - c. Engage in conduct that is deemed to be detrimental to the event.

- d. Violate any related County Ordinances or the Vendor Policy.
  - e. Litter and/or excessive debris is found as a result of the Vendor.
  - f. Become involved in misconduct, misbehavior, and/or illegal activity. Examples of this type of behavior might include, but not be limited to, the use of profanity or discriminatory practices.
- 14) The County shall not be responsible for protection, damage and/ or theft of vendor's equipment, supplies and receipts. Each vendor shall take all reasonable and necessary precautions to secure his/ her goods and property. In no event shall the County accept responsibility in connection with any such loss, theft and/ or damage. Vendor is responsible for the security of all equipment, product and personal items during the event. Park staff will be on site throughout the event and provide limited security. All injuries and safety concerns should be immediately directed to event staff.
- 15) The vendor hereby releases and forever discharges Whitfield County and the Department, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the vendor or any other person, persons or property, from the conduct of the organized activities, the condition of the property of the Department or the actions or failure to act by the Department, its agents or employees.
- 16) Further, the vendor expressly stipulates and agrees to indemnify, hold harmless and defends Whitfield County and the Department from and against any and all claims, suits, damages (including without limitation consequential damages, losses, liability, and expenses (including but not limited to attorneys' fees) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, in any manner arising out of, or resulting from the activities of vendor.