

Dear Bayfest 2022 Food Vendors,

Please let me make myself perfectly clear- the deadline for completed applications, including:

- 1. 2 checks (if you send 1 total check, you will NOT receive a refund)
 - 1 for entry (\$175 for Somers Point Businesses & \$225 for Non-Somers Point Businesses)
 - b. 1 for the cleanup deposit (\$100)
- 2. Complete menu with completed & signed application
- 3. Fire safety permit
- 4. Signed "identity & hold harmless" agreement
- 5. Board of health approved application Visit www.aclink.org, search food vendor
- 6. signed & dated "terms of Agreement"

If you have been in this festival in the past, you know exactly what is required to participate. incomplete packets or packets received after the deadline of APRIL 4th, 2022 will be returned to sender! Please take this opportunity and time to correctly and completely submit your application to sell food at Bayfest 2022.

We are sizing down the amount of vendors this year, so please send in completed application by April 4th, 2022. No applications will be accepted after April 4th, 2022.

Checks Payable To: Bayfest Committee

Mail Completed Packets To: 16 Forrest Drive

Northfield, NJ 08225

Any Questions, call Shelly at 609 226-2113





Somers Point Bayfest 2022-Food Vendor Application

Terms of Agreement

Name of Rest	aurant:								
Address:									
Phone:	Email:								
Tax ld:									
Contact Perso	n:								
Electricity:	Yes	No	(Electricity is not provided. You must supply your own electricity)						
 Propa Chard General Deep I Other *For Equiphy You must 	ane coal ator (Quiet Gen Fryer (Please Explain pment Rentals t obtain an i	erators Only) Contact: AC Sponsurance certifi	ecial Events @ 609-383-1970 cate and a STATE fire permit!						
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FOOD VENDOR, EXHIBITOR AND SPONSOR GENERAL RULES AND REGULATIONS

- 1) Payment of sponsorship fee must be received by April 4, 2022. All space subject to availability. Sponsorships received after April 4, 2022 are not guaranteed exhibit space or inclusion in Bayfest advertising.
- 2) Food vendor, exhibitor and sponsor spaces are pre-assigned by the Bayfest Committee. Wherever possible, space assignments will be made by the Bayfest Committee in keeping with preferences of the individual. The Bayfest Committee, however, reserves the right to make final determination of ALL space assignments in the best interest of the festival and reserves the right to reconfigure spaces.
- 3) Spaces ARE NOT TRANSFERABLE. No food vendor, exhibitor or sponsor shall assign, subdivide or share exhibit space with any other organizations unless approval, in writing, has been obtained from the Bayfest Committee nor are they permitted to feature names or advertisements of non-sponsor business in their space display, except parent or subsidiary companies.
- 4) Food vendors, exhibitors and sponsors must participate the full day. Early break down is not permitted.
- 5) Sponsors will receive ONE vehicle permit for free parking at a pre-assigned lot. Sponsors must enter at the designated street entrance only and must have their VEHICLE ACCESS PERMIT displayed in the diver-side corner of the windshield. Only one vehicle per sponsor is allowed. Food vendors, exhibitors and all other sponsor volunteers can use the Bayfest free shuttle service available throughout the City of Somers Point or find parking at their own discretion. Do not block pedestrian traffic, sidewalks, residential walkways, emergency vehicle access or park in "no parking" posted sign areas.
- 6) All spaces are pre-assigned. Food vendors, exhibitors and sponsors are to report to the Bayfest site to be directed to their space(s). Configuring spaces to accommodate large displays items, for example automobiles, must be discussed and pre-approved by the Bayfest Committee. The Bayfest Committee reserves the right to assign all spaces and all decisions are final.
- 7) Set up times are from 7:00am to 8:30am, ONLY. All vehicles must be removed from Bay Ave. by 8:30am. Vehicles are not permitted on Bay Ave. during the Bayfest hours for any purpose. There will be no exceptions. No food vendor, exhibitor or sponsor is permitted to set up on Bay Ave. before 7:00am. Bay Ave. must be cleared completely by 6:00pm. Any vendor, exhibitor or sponsor remaining on the street thereafter, are subject to a \$100.00 fine.

- 8) This is a rain or shine event.
- 9) Food vendors, exhibitors and sponsors are charged with the knowledge of and compliance with all local, county and state laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in Bayfest.
- 10) Posting of signs, distribution of literature and selling of items outside an exhibit booth ARE NOT PERMITTED. Food vendors, exhibitors and sponsors must stay within their allotted spaces. No merchandise storage outside of exhibit booth is allowed. Do not block pedestrian traffic, sidewalks, residential walkways and emergency vehicle access.
- 11)Food vendor and exhibitors must comply with the New Jersey Sales Tax Laws and all other applicable local, county and state regulations. Food vendors and exhibitors conducting sales must have a Valid New Jersey Sales Tax Card available for display and are responsible to comply with all sales tax regulations for the charging, collection and remittance of sales tax fees to the New Jersey Division to Taxation. To obtain New Jersey Sales Tax Card call the state: (609) 588-2200.
- 12) Food vendors, exhibitors and sponsors must maintain the cleanliness and neatness of the spaces at all times. They must provide standard 30-gallon trash bags and must place all their trash on the curb behind their space. All spaces must be and free of debris at the conclusion of Bayfest.
- 13) Food vendors are required to submit a refundable deposit check of \$100.00, in addition to their space cost. At the end of Bayfest, members of the Bayfest Committee will inspect all food vendor spaces to determine the cleanliness of the area. If the Bayfest Committee members determine the space is not cleaned properly, the Bayfest Committee WILL NOT return the deposit check.
- 14) All property of food vendors, exhibitors and sponsors must remain under their custody and control in transit to and from the Bayfest site, while stored outside the Bayfest site and while within the confines of the Bayfest site. Neither the Bayfest Committee Members, contractors, nor any officers, staff members or assigns of the Bayfest Committee shall be responsible for the safety of the property of the food vendors, exhibitors and sponsors or from theft, damage by fire, accident, vandalism or other causes. It is recommended that they obtain adequate insurance coverage, at their expense, for property loss or damage and liability for personal injury.

- 15)Each food vendor, exhibitor and sponsor agree that it will indemnify and hold harmless of, from and against all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgment's recovered from or asserted, together with all costs in connection with the defense thereto, including attorney's fees, against Bayfest Committee, the City of Somers Point, NJ, and their agents or assigns, on account of injury or damage to person or property. The Bayfest Committee shall not be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, weather, acts of God, public enemy riot, civil commotion or other insurable casualty and food vendors, exhibitors and sponsors expressly waive any claim of liability against the other party hereto with respect to such loss or damage. Accordingly, it shall be the responsibility of the food vendor, exhibitor, and sponsor, respectively, to secure insurance or otherwise protect itself and its property against such loss or damage.
- 16) The Bayfest Committee reserves the right to restrict the operation or evict completely any food vendor, exhibitor, or sponsor which, in its sole opinion, detracts from the general character of the Bayfest as a whole. This includes, but is not limited to, a food vendor, exhibitor, or sponsor use of noise, flashing lights, objectionable method of operation or display. Use of so-called barkers or pitchman is strictly prohibited. Food vendors, exhibitors, or sponsors in violation of the Bayfest rules and regulations will be in default of this agreement and will forfeit entry in the event and must vacate their space. The Bayfest Committee SHALL NOT BE responsible for the remuneration of any fees or any expenses incurred by food vendors, exhibitors or sponsors in default of this agreement.

I, the undersigned, agree to become part of the Somers Point Bayfest. I agree to comply with all rules, regulations, guidelines, terms, and agreements of the Somers Point Bayfest.

Signature:	Print Name:	Date:		
Title:	Company:	<u></u>		

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/UD/YYYY) 4/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the cartificate holder is an ADDITIONAL INSURED, the policy(iss) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, cartain policies may require an endorsement. A statement on this certificate does not confer rights to the cartificate holder in lieu of such endorsement(s).

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	employees and volunteers.						,		
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	Date and Time of Event:								
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	City of Somers Point		SH	OULD ANY O	FTHE ABOVE	DESCRIBED POLICIES BE C	ANGELLED DEFORE		
1 West New Jersey Avenue					THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
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ACORD 25 (2010/05) 1 of 2 The ACORD name and logo are registered marks of ACORD . #S9567572/M7427118

DYNZP

Indemnification and Guarantee

To the fullest extent permitted by law,
(Trade name of participant)
agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Somers Point, its elected and appointed officials, its agents, its employees and volunteers, and others working on behalf of the City of Somers Point against all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Somers Point, its elected and appointed officials, its agents, its employees, volunteers or others working on behalf of the City of Somers Point, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of the actions of
(trade name of participant)
with regard to all activities in connection with the 2022 Bayfest. Also,
(trade name of participant)
will be responsible for all due care to the property of the City of Somers Point, and will be fully responsible for the repair of any and all damage to the property of the City of Somers Point which may occur as a result of the activity of
(trade name of participant)
By(printed name)
(signature)
(date)



HOW TO OBTAIN A CERTIFICATE OF INSURANCE

Please be advised that a Certificate of Insurance and Endorsement is required from your insurance company before a Facilities Use/Rental Permit can be issued. The following are the guidelines to follow:

- 1. Call your insurance company and request a Certificate of Insurance properly endorse to a) name "the Somers Point Board of Education, the Somers Point Recreation Commission and the City of Somers Point, their elected officials, officers, employees and volunteers" as Additional Insureds under all General Liability, Automobile and Umbrella policies; b)provide that all such insurance will be primary and non-contributory as to the policies held by the Additional Insured; c) satisfy the following coverage requirements:
 - a. General liability: \$1,000,000.00
 - b. Automobile:
- c. Excess (Umbrella)\$_____; and d) execute and deliver an indemnification agreement (the required form may be obtained from the City Clerk or on-line at the Recreation Commission web site ().

If you do not have the required insurance, you must obtain a Certificate of Insurance from

the National Tenant User Liability Program (T.U.L.I.P.) Please follow the directions below:

1. Go to the website: https://www.ebi-ins.com/tulip/

- 2. Find TULIP-Event Insurance on the web site and click on "Purchase or Quote"
- 3. Enter your venue ID Code: City of Somers Point is GNTI 722; Somers Point Board of Education is GNTI 755 and press "Enter" then click "Next"
- 4. Enter your event details from the drop down menu and answer the questions. Then select your date, enter the event name and daily attendance and answer the remaining questions. Next click "Get Quote"
- 5. Follow the remaining steps and the Certificate of Insurance will be emailed to the email address you provided.

DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF FIRE SAFETY PO BOX 809 TRENTON, NEW JERSEY 08625-0809 609-633-6132 609-633-6330 (FAX)

Cooking Vendor, Tent & Canopy Guidelines

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NJ UNIFORM FIRE CODE: COOKING VENDOR GUIDELINES

- The following are minimum guidelines for each cooking vendor at festivals, carnivals, etc.
- A site plan may be required by the Fire Official prior to event.

FIRE SAFEY PERMIT:

N.J.A.C. 5:70-2.7(a); All cooking vendors shall be required to apply for a fire safety permit issued by the NJ Division of Fire Safety. All permits shall be made available to the fire official upon inspection.

N.J.A.C. 5:70-2.9(c)1; 1E05/1L12 Type Permit Fee \$42.00-NO CASH will be accepted-vendor shall provide a check or money order payable to the "Treasurer, State of New Jersey". Permits will not be issued unless payment is made in full.

N.J.A.C. 5:70-2.7(f); The fire official upon inspection may deny or revoke a permit at any time; this can be due to failure to meet the permit conditions, unabated fire code violations or unsafe conditions.

FIRE EXTINGUISHER: All cooking vendors shall supply their own fire extinguishers.

N.J.A.C. 5:70-3, 906.2; All fire extinguishers shall comply with NFPA 10/2002. All fire extinguishers shall have a valid dated inspection tag, good of one year.

N.J.A.C. 5:70-3, 904.11.5; Class K portable fire extinguishers are required for cooking with vegetable or animal oils and fats.

N.J.A.C. 5:70-3, 904.11.5.1; Class K portable fire extinguishers are required for cooking with solid fuel.

N.J.A.C. 5:70-3, 904.11.5.2; Class K portable fire extinguishers required for deep fat fryers. (See 2006 IFC-NJ for size and quantity)

PROPANE TANK:

N.J.A.C. 5:70-3, 3003.5.3; Propane tanks shall be secured, to prevent falling over.

N.J.A.C. 5:70-3, 3801.1; Propane tanks and equipment shall comply with NFPA 58/2004.

N.J.A.C. 5:70-3, 3803.2.1; Propane tanks shall not be taken into buildings/tents, (see 2006 IFC-NJ for exceptions)

Mobile Canteens & Cooking Trailers:

N.J.A.C. 5:70-4.7(g) All cooking operations that produce grease laden vapors shall be equipped with a ventilating hood, duct, and automatic fire suppression system.

N.J.A.C. 5:70-3, 904.6; Dry chemical extinguishing systems shall be maintained and inspected semi-annually as per NFPA 17/2002.

N.J.A.C. 5:70-3, 904.5; Wet chemical extinguishing systems shall be maintained and inspected semi-annually as per NFPA 17A/2002.

N.J.A.C. 5:70-3, 609.2; Excessive grease and residue buildup on kitchen exhaust systems, cleaning required.

MISCILANEOUS:

N.J.A.C. 5:70-3, 104.3; All appliances shall be listed and labeled and approved by the fire code official. (No home made appliances).

N.J.A.C. 5:70-3, 2403.8.2; No vehicles shall be parked within 5 feet of tents or canopies.

N.J.A.C. 5:70-3, 2404.15.3; Suitable barricades shall be provided to maintain a distance of 5 feet between the heat producing appliance and the public.

- Propane tanks between 4 and 40 lbs shall have an Overfill Protection Device for filling in NJ.
- Propane tanks shall be hydro tested every 12 years, and not dented or badly rusted.
- Regulator shall be in good condition and the relief valve shall face away from the public areas.
- All plastic type protective caps shall be removed from all propane tanks before operating.
- Hoses shall not be frayed or cracked, and there shall not be any type of tape on the hose.
- Hoses shall not be covered with grease and shall not be swollen.
- Hoses shall not create a tripping hazard
- Only approved lighter fluid shall be used for charcoal grills.
- Sterno warmers may be used provided the fuel containers are properly protected from being knocked over and if the fuel containers are
 properly enclosed within the warmer units.

DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF FIRE SAFETY PO BOX 809 TRENTON, NEW JERSEY 08625-0809 609-633-6132 609-633-6330 (FAX)

Cooking Vendor, Tent & Canopy Guidelines

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NJ UNIFORM FIRE CODE: TENTS/CANOPIES

N.J.A.C. 5:70-2.7(a); All vendors shall be required to apply for a type 1O15 fire safety permit issued by the NJ Division of Fire Safety. All permits shall be made available to the fire official upon inspection.

- All tents/canopies greater than 900 square feet with or without side panels will require a separate permit for each. (up to 16800 square feet)
- All tents/canopies greater than 30 feet in travel distance in any one direction will require a separate permit for each. (up to 140 feet)
- All tents/canopies that will remain in place for fewer that 180 days.
- All tents/canopies that are used or occupied between April 1 and November 30.
- All tents/canopies that do not have a permanent anchoring system or foundation.
- All tents/canopies that contain platforms and bleachers up to 11 feet in height.

N.J.A.C. 5:70-2.9(c)1; 1015 Type Permit Fee \$42.00-NO CASH will be accepted-vendor shall provide a check or money order payable to the "Treasurer, State of New Jersey". Permits will not be issued unless payment is made in full.

N.J.A.C. 5:70-2.7(f); The fire official upon inspection may deny or revoke a permit at any time; this can be due to failure to meet the permit conditions, unabated fire code violations or unsafe conditions.

N.J.A.C. 5:70-3, 2404.12; Fire extinguishers - at least one portable fire extinguisher with a minimum 4-A rating, or two portable fire extinguishers with a minimum 2-A rating each, shall be provided in/under all tents as required by section 906.

N.J.A.C. 5:70-3, 2404.2; Tents/canopies shall be constructed of fire retardant materials or be properly treated as per NFPA 701/1999. Proper documentation shall be provided by the vendor upon inspection.

N.J.A.C. 5:70-3, 2404.5; Combustible materials and excessive trash shall not be located within any tent or canopy (min. 20 feet clearance).

N.J.A.C. 5:70-3, 2404.7; Exposed flames: Gasoline, gas, charcoal or other cooking device or any other unapproved open flame shall not be permitted inside or located within 20 feet of the tent or canopy.

- NO cooking under tents.
- NO deep fryers shall be under tents.
- NO cooking with grease laden vapors under tents.
- Note: See Bulletin 2006-1 for further information and exceptions.

N.J.A.C. 5:70-3, 2403.12.6; Exit signs are required when the exit serves and occupant load of 50 or more.

N.J.A.C. 5:70-3, 2403.12.6.1; Exit signs shall be illuminated. 1. For occupant loads of 300 or less; or 2. An approved emergency system, for occupant loads greater than 300.

N.J.A.C. 5:70-3, 2403.12.7; Means of egress shall be illuminated from a separate circuit or source of power. (Not less than 1 foot candle (11lux) at floor level)

N.J.A.C. 5:70-3, 2403.12.8; Means of egress, width of exits, aisles and passageways shall be maintained at all times.

- Interior finish, decorative materials and furnishings shall comply with Chapter 8.
- Occupant Load and Number of Exits shall be approved by the NJ Division of Fire Safety.

NJ UCC TENT PERMIT REQUIRED:

Larger than 16800 square feet in size, greater than 140 feet of travel distance in any one direction, bleachers or platforms higher than 11 feet, up for more than 180 days and used between December 1 and March 31 or having a permanent anchoring system or foundation..

DEPARTMENT OF COMMUNITY AFFAIRS DIVISION OF FIRE SAFETY POBOX809 TRENTON, NEW JERSEY 08625-0809 609-633-6132 609-633-6330 (FAX)

RIMS Applying for a Temporary Permit (requesting access to RIMS)



Fire Safety permit applications shall be submitted through our online Registration Inspection Manage System (RIMS).

To request access go to: http://www.state.nj.us/dca/divisions/dfs/



Please follow this link for access to DCA RIMS Online

On the Non Registered Services Tab you want to select:

- Request Access to RIMS Online follow the instructions
- You will be asked to link RIMS to your MY NJ account. If you don't have a MY NJ account then you will be asked to create one
- User Group would be "Facility User"
- Certification Pin is your electronic signature
- Once completed you will log into MY NJ. Under DCA Applications you can find the hyperlink to access <u>DCA RIMS</u>
- Click on <u>Apply for a Permit</u> and follow the instructions for a temporary permit

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RIMS Applying for a Temporary Permit



- 1) Log into your MyNewJersey account (http://www.state.nj.us/)
- 2) Click on the DCA RIMS link on the left side of the home page. It is located under the DCA Applications header
- 3) From the MY Workspace Tap, click on the Apply for a permit link
- 4) Read the Permit Instruction page and click continue
- 5) On the Permit General Info Page select Temporary, select your event from the event drop down box (if not listed, select new event and enter name), enter description of the activity you will be performing and click continue
- 6) Permit Application Location & Dates. Enter physical address and dates of where you will be conducting the activity, select continue
- 7) Select the appropriate permit type from the drop down list and the quantity. (*Note you need 1 permit for event required activity per location you are setup at). If you have multiple locations at the event, you will need multiple permits. If you have questions or are unsure of the number required, please call 609-633-6132.
- 8) Business Selection, if your business has already been registered in RIMS you may search for it, if not please click "I do not wish to use a facility currently in my profile." and click continue
- 9) Permit Application Business Information Screen, Please enter your business information
- 10) Enter Business Corporate information, (*Note there are two contacts 1) Corporate Ownership information, 2) Person requesting the permit.) Enter information for each contact and select one as the "Requestor" before clicking continue.
- 11) On the General Procedures page there is a PDF icon, please click it an review the general requirements for the type of permit(s) you have selected. Once reviewed click the check box. Click continue
- 12) If your permit requires additional documentation if will list those, if not, just click continue
- 13) Any additional documents that you may have in electronic format maybe uploaded. If none, please click continue
- 14) Certify the application by entering the PIN you received when you requested access to the RIMS system
- 15) Payment Information, please select either echeck (to pay with checking account) or credit card (note there is a minimal charge for using a credit card). Enter the requested information.