



Food Truck/Vendor Registration

Turn into Airport Administration no later than May 1, 2024

Date of Event: June 1, 2024

Cost: Free; Vendors must provide their own equipment i.e: canopies, tables, chairs, etc. No electricity or running water available.

Event Time: 10:00 am – 4:00 pm

Set Up Time: Vendors can begin set up at 8:00 am, the day of the event. Garbage receptacles will be provided by the airport. If garbage/recyclable receptacles are brought, they must have a lid covering to mitigate wildlife hazards on the airfield.

Break Down Time: 4:00 pm; all items should be removed from the airfield by 6:00 pm, with the exception of aircraft leaving when area is clear and safe to start engines or be towed from the event location

Approval of Application: Upon approval of application, Yakima Air Terminal – McAllister Field will designate an area of operations for your described participation that will properly accommodate your attraction. Space designations are subject to change as applicants are processed

Individual/Organization/Group Name: _____

Contact Person(s)/Representative(s): _____

Mailing Address: _____

Phone Number (Cell): _____ Phone Number (Business): _____

Email(s): _____

By checking each of these boxes, you are indicating that you understand and will comply with each of the following items:

- I will supply a certificate of insurance meeting the requirements below by May 1st, 2024
- My food booth/truck/station complies with Fire Marshall Code for Yakima County
- We will meet all of Yakima County Health Department regulations and licensing
- I have read and understand the terms and conditions at the bottom of this application as in referenced by my signature
- Each person working will complete a liability form, located at the end of this application

Description of Station – how much space will be needed? (attach additional description or exhibits as necessary):

Volunteers/People Working your Station (attach a separate sheet if more names needed):

Name: _____ Number: _____ Email: _____ Liability Form Completed? Y/N

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Name: _____ Number: _____ Email: _____ Liability Form Completed? Y/N

Name: _____ Number: _____ Email: _____ Liability Form Completed? Y/N

Yakima Air Terminal – McAllister Field and the City of Yakima or their affiliates will not be held responsible for any liability, lost, stolen or damaged merchandise, items, or equipment or any injury incurred during YKM Aviation Day.

Printed Name of Vendor Representative: _____

Signature of Vendor Representative: _____ Date: _____



Food Truck/Vendor Terms and Conditions

HOURS OF OPERATION

Food Vendor hereinafter referred to as "LICENSEE", shall occupy and use the assigned space during the Yakima Air Terminal – McAllister Field Aviation Day, June 1st, 2024. Required hours of operation are 10:00 am to 4:00 pm.

SET-UP / TEAR DOWN

LICENSEE may begin setting up as early 8:00 am June 1st, 2024 and may stay as late as 6:00 pm.

OPERATION TERMS LICENSEE shall:

(a) Comply with all federal, state and local laws, including but not limited to laws relating to safety, sanitation & health. (b) Report and pay all federal, state & local taxes due as a result of operation under this agreement. (c) Not use any sound amplifying device. (d) Restrict all activities and advertising matter to the space assigned. (e) Post in a conspicuous place a professional quality placard showing menus and prices of all items. (f) Place all garbage and debris in plastic bags. (g) Maintain area at all times. (h) Use only fire-resistant materials for decorating. Display in food space a fire extinguisher with a current inspection certificate attached. (i) Remain within the assigned space allowed (j) Abide by all conditions, rule & regulations, written or oral, made by Fly-in/Arlington Airport at any time. All future written or oral conditions, rule & regulations shall become part of this contract as now published. (k) Promptly close any concession which in the sole discretion of the Airport Manager is inappropriate, or hazardous or in violation of this agreement. (l) Provide hoses for hook-up to water. (m) LICENSEE must provide for the acquisition of and disposal of grease barrels. (n) Obtain any and all required permits and licenses from City, County and State government authorities.

INSURANCE

If vendor is a tenant of the Yakima Airport – McAllister Field/City of Yakima, insurance is already on file and does not need to be submitted with this application. All submissions of insurance are subject to review by the City of Yakima.

Licensee's Liability Insurance

At all times during performance of the Services and this Contract, Licensee shall secure and maintain in effect insurance to protect the City and Licensee from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement.

Licensee shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public. Licensee will provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of the activity.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

Licensee's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Licensee's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Agreement.

The following insurance is required:

a. Commercial Liability Insurance

Before this Agreement is fully executed by the parties, Licensee shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per

occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Licensee carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The certificate of insurance and additional insured endorsement shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

b. Automobile Liability Insurance

Before this Agreement is fully executed by the parties, Licensee shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Licensee carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsement shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. Employer's Liability (Stop Gap)

Employers shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Licensee or its employees for services performed under the terms of this Agreement. Licensee agrees to assume full liability for all claims arising from this Agreement.

Indemnification and Hold Harmless

a. Licensee shall take all necessary precautions in performing the activity to prevent injury to persons or property. The Licensee agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Licensee, or any Licensee's agent or subcontractor, in performance of this Agreement.

b. Industrial Insurance Act Waiver

It is specifically and expressly understood that the Licensee waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Licensee's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Licensee shall require that its subcontractors, and anyone directly or indirectly employed or hired by Licensee, and anyone for whose acts Licensee may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Licensee and the City, the Licensee's liability, including the duty and cost to defend, shall be only to the extent of the Licensee's negligence.
- d. Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this section shall survive any expiration or termination of this Agreement.

HEALTH PERMITS

Health permits must be obtained from the proper authority.

ALCOHOL

Alcohol **will not** be allowed or served on the premise of the event.

ALTERATIONS

LICENSEE shall make no alterations to the electrical system, water system or the size and placement of food booth without permission of the Airport Operations Manager.

SECURITY

A temporary security rope fence will be erected and security officials designated by the Airport Security Coordinators will watch all entrances/exits to ensure personnel and attendees stay within the proper boundaries during the full duration of the event. All person(s) working at your station will need to be on file in this application with the Airport Administration Office and security badges will be issued for this event. In the event an alteration needs to occur to those on file, please notify the Airport Administrative Office immediately. The Yakima Police Department will have a presence at the event. **In the event an emergency, contact 911. For security concerns, questions or incidents, contact the following ASC's immediately:**

Jaime Vera, Operations/Maintenance Manager	(509) 426-1630
Shelby Barrett, Administrative Assistant/Event Manager	(509) 424-0882

OFFICIAL LOGO

This contract does not allow any vendor to use the official logo or trademark of the Yakima Air Terminal – McAllister Field Aviation Day and the City of Yakima. A specific request must be made by any vendor desiring to use the logo in the LICENSEE's booth.

SUBLETTING PROHIBITED

LICENSEE shall not sublet or assign any privilege or portion of the space covered by this agreement.

TERMINATION BY Yakima Air Terminal – McAllister Field Aviation Day

Yakima Air Terminal – McAllister Field Aviation Day and the City of Yakima may terminate this agreement and the privilege granted by it at any time Yakima Air Terminal – McAllister Field Aviation Day and the City of Yakima in its sole discretion determines a need for the premises which is inconsistent with use and occupancy by LICENSEE. In this event termination shall occur immediately upon notice to LICENSEE.

RELEASE OF LIABILITY

All vendors, their agents, employees, and invitees shall execute a City of Yakima Release of Liability and Assumption of Risk Agreement ("Release") in the form provides by the Yakima Air Terminal – McAllister Field and the City of Yakima. Without an executed Release(s), this registration shall not be approved and the Vendors, their agents, employees, and invitees shall not be allowed to attend the event. **The needed form is located on the last page of this application, please ensure each volunteer personnel has completed this form.**



SIGNATURE

LICENSEE SIGNATURE: I have read and agree to abide by all of the above during the 2024 Yakima Air Terminal – McAllister Field Aviation Day

Licensee (Organization / Business): _____

Printed Name of Licensee Representative: _____

Signature of Licensee Representative: _____ Date: _____

AIRPORT AUTHORITY APPROVAL

- Proof of insurance received and attached to application
- Liability waivers for all personnel attached

Notes:

Application Reviewed and Approved By:

Printed Name of Airport Authority: _____

Signature of Airport Authority: _____ Date: _____

Location Designation for Event: _____



**CITY OF YAKIMA RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT**

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISK: I UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH MY PARTICIPATION IN THE YAKIMA AIRPORT TOUR PROGRAM (“PROGRAM”), SUCH AS PHYSICAL AND/OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY, DEATH, OR ECONOMIC LOSS. THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER’S ACTIONS, INACTIONS, OR NEGLIGENCE; THE CONDITION OF THE PROGRAM LOCATIONS OR FACILITIES; FORCE MAJEURE EVENTS; OR OTHER EVENTS OR ACTS OUTSIDE THE CONTROL OF THE CITY OF YAKIMA.

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, I AGREE TO ASSUME ALL RISKS RELATED TO PARTICIPATION AND RELEASE FROM LIABILITY AND HOLD HARMLESS THE CITY OF YAKIMA AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS (COLLECTIVELY “CITY OF YAKIMA”) FROM ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF MY PARTICIPATION IN THE PROGRAM.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT THIS IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS FOUND TO BE VOID OR UNENFORCEABLE, THE REMAINING PORTIONS SHALL REMAIN IN FULL FORCE AND EFFECT. I ACKNOWLEDGE THAT MY PARTICIPATION IN THE PROGRAM IS CONTINGENT ON MY EXECUTING THIS AGREEMENT. I AGREE THAT IT SHALL BE LEGALLY BINDING UPON ME PERSONALLY, MY FAMILY, ESTATE, HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES, **IT BEING MY INTENTION FULLY TO ASSUME ALL THE RISKS ASSOCIATED WITH THE PROGRAM AND TO RELEASE THE CITY OF YAKIMA FROM ANY AND ALL LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

I understand that any changes to this Agreement must be in writing.

*I have read, understood, and accept the conditions of the **Liability Release** Printed Above:*

Agency: _____

Name (Print): _____

Signature: _____

Date: _____

Signature: _____

Date: _____

(Parent/Guardian if registrant under the age of 18)

Emergency Contact

Name: _____

Phone Number: _____

(First Last, Relation)