



Vendor Permit Application

Food Vendors, Merchandise Vendors are required to register and possess an approved dedicated parkland Vendor Permit in order to engage in commercial use on or in any City of Lynden Parks property.

1) Vendor Permits Description:

Special Event Vendor Permits:

Special Event Vendor Permit is issued for the sale of food and or refreshments (EXCLUDING alcoholic beverages), and merchandise as specified by the Vendor. A Special Event Vendor permit is a per vendor, per day, limited operation, operating out of a self-contained (the City does not provide water or electrical) mobile/temporary unit, in/on designated Park property, when sports activities/events, tournaments are scheduled at the Bender Fields Recreational Park. Vendors cannot sell the same food/refreshments or merchandise as other permitted vendors.

The Special Event Vendor Permit is **\$25 per vendor/ per day (Payable to the City of Lynden Parks) with a limit of of 9 permits per year per vendor.**

The Seasonal Vendor has all rights to collect from the Special Event Vendors and or Organization Fundraiser Vendors an additional 10% of a Vendors Gross Sales at the end of each day a Vendor conducts business on City of Lynden Park Property.

***Special Event Vendor must provide the following paperwork to the Seasonal Vendor at least two weeks prior to the dates of operations of an event/tournament:**

1. Permit Fee's
2. City of Lynden Business License
3. Health Permit
4. Certificate of Insurance, (See Insurance requirements)
5. Food /Beverage/Merchandise Menu

Organization Fundraiser Vendor Permit:

Organization Fundraiser Vendor Permit is issued to non-profit organizations wanting to sell merchandise, food, and or refreshments (EXCLUDING alcoholic beverages), for purpose of a fundraiser for their organization. A Fundraiser permit is a limited operation, operating out of a self-contained (the City does not provide water or electrical) mobile/temporary unit, in/on designated Park property/area. When sports activities/events, tournaments are scheduled at the Bender Fields Recreational Park Vendors cannot sell the same food/refreshments or merchandise as other permitted vendors.

The Organization Fundraiser Vendor Permit is **\$10 per day / per mobile/temporary units. The Seasonal Vendor has rights to collect from Event Vendors and or Organization Fundraiser Vendors an additional 10% of a Vendors Gross Sales at the end of each day a Vendor conducts business on City of Lynden Park Property.**

Organization Fundraiser Vendor' must provide the following to the Seasonal Events Vendor at least two weeks prior to the dates of operations or event/tournament:

1. Permit Fee's
2. Copy of non-profit status 501-(C)(3)
3. Health Permit (Food Sales)
4. Certificate of Insurance, (See Insurance requirements)
5. Food /Beverage/Merchandise Menu

2) Vendor Permit Criteria

Application Process

Person's wishing to apply for a Vendor Permit would need to Contact the Seasonal Vendor. The City of Lynden Park Dept. Office. 8837 Bender Rd. Lynden, WA 98264. (360-354-6717) will provide you with the Contact information of the Seasonal Vendor

An application is considered on a case by case basis depending on the limited number of vendors allowed per sporting event and menu.

Applicants need to submit along with the vendor application form, (if applicable), proof of insurance (See Insurance requirements), City Business License, Health Permits, non-profit status 501-(C)(3), and Food /Beverage/Merchandise Menu.

If an applicant is permitted a Vendor Permit. All copies of Insurance, Business License and fees are due and payable to the City of Lynden Parks Dept. prior to the approved permit release. The permit shall be available and displayed according to the dates show on the permit. Vendors are only allowed to setup operations in designated areas of Bender Fields Park as specified on the permit.

All persons found operating fee based commercial activities without at Vendor Permit on Public Property/Parkland will be in violation of City of Lynden Park use and will be cited and required to pay the Vendor permit fees.

INSURANCE CERTIFICATE REQUIREMENTS

Vendor agrees to maintain, at their own expense, for the benefit of the City of Lynden, as additional insured, insurance against liability for damage or loss and against liability for personal injury or death, arising from acts or omissions of vendor, its agents and employees. Such policy or policies shall contain a provision whereby the City of Lynden must receive at least thirty (30) days prior written notice of any cancellation of Vendor's insurance coverage. Prior to the commencement of the Agreement, Vendor shall deliver to the City of Lynden certificates or binders evidencing the existence of the insurance required herein indicating the City as an additional insured. Failure to provide proof of the insurance at any time to the satisfaction of the City of Lynden shall be grounds for termination of this Agreement.

Vendor shall provide insurance coverage in amounts not less than the following:

- (a) Combined single limit of One Million Dollars; or
- (b) One Million Dollars per occurrence/two million dollars aggregate.

NAME OF BUSINESS/ORGANIZATION:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
EMAIL ADDRESS:		
TELEPHONE NUMBER (Include Area Code):		
CONTACT PERSON/TITLE:		
TYPE OF VENDOR PERMIT:		
PROOF OF INSURANCE- Attached: ___ Yes ___ No		
HEALTH PERMIT -Attached: ___ Yes ___ No		
CITY OF LYNDEN BUSINESS LICENSE - Attached ___ Yes ___ No		
NON PROFIT 501(C)(3) – Attached ___ Yes ___ No		
ACTIVITY DATES:		
TIME of ACTIVITY:	AM.	PM.
FOOD/BEVERAGE/MERCHANDISE MENU: List (if needed attach):		

1. **Business Transactions.** The Permitted shall not transact business on property managed or owned by the City of Lynden. Transacting business shall include, but not be limited to: receiving or changing money or compensation by barter, cash, credit card or other financial instrument; entering into any contracts or rental agreements; or soliciting any signatures, waivers, or hold harmless agreements from business customers.
2. **Advertising.** The Permittee shall remove all signs, banners, or other advertisements after each secession. Logos and signs painted on or attached to vehicles bodies are permissible, provided that they are permanently affixed to said vehicle and when in place do not prevent legal operation of said vehicle in compliance with applicable laws, rules, regulations and codes. The Permittee shall not distribute any brochures, flyers, or other promotional literature on property owned or managed by City of Lynden. The Vendor Permit must be visible to other park users showing that permission was granted for said permitted activity.
3. **Representation.** The Permittee shall make no representation to the public that said Permittee is authorized to transact business on City of Lynden Parks property by virtue of this Permit. This Permit authorizes use on property owned or managed by City of Lynden for selling food, beverages and merchandise as stated on the permit and does not convey any rights or privileges to engage in any other business transactions on said property.
4. **Exclusivity.** The Permittee shall have no exclusive rights or privileges to use City of Lynden Parks owned or managed property, including any parking spaces, staging areas, trail areas, picnic shelters, or water areas. Furthermore, the Permittee shall have no exclusive rights or privileges to conduct given commercial outdoor recreational activities on City of Lynden owned or managed areas by virtue of this Permit.
5. **Termination.** This Permit shall terminate at the end of the permit period for which it is issued, or at any time on written notice from City of Lynden Parks to the Permittee in the event the Permittee violates any of the provisions hereof. In the event of termination for violation of the Permit, the Permittee shall forfeit any Permit fees, and may be denied issuance of future Permits are at the discretion of City of Lynden Parks Dept. Granting and/ or termination of this Permit by the City of Lynden Parks Dept. is a proprietary decision of City of Lynden Parks Dept. in its management of public lands and real property interests.
6. **Noise.** No use of mega phones or amplified sound before 8am or after 8pm. Please be considerate of surrounding neighbors and park users and activities.
7. **Proof of Liability Insurance.** Certificate required, naming **City of Lynden** as additional insured for \$1,000,000. **See INSURANCE REQUIREMENTS**
8. **Proof of City of Lynden Business License** (issued by the City of Lynden Court Offices located at 300 4th St. Lynden 1st. floor)

Additional Notes:

There are Limited number of permits per type and park location and are limited permits per other scheduled Park activity.

A Permit may take up to 30 days to process. No permit will be issued on-site or in person.

By signature below, the Permittee hereby agrees to comply with the following terms and conditions:

Permittee Signature: _____ **Date:** _____

Authorization Review	
___ Permit Approved	___ Permit Denied
Comments: _____ _____	
Authorization Signature _____	Date _____
Park Location: _____	Time: _____
Fees: _____	
Date Paid _____	Check # _____ Permit Rct.# _____