



West Virginia Strawberry Festival Association  
'An Exciting Family Tradition'

## WVSF Vendor Information and Regulations

Dear Vendors,

We cordially invite you to consider attending our wonderful festival in the heart of Central West Virginia. We are thrilled to bring you another year of improved and exciting vendor opportunities for the upcoming WV Strawberry Festival! Our spacious Vendor Court will be located in our beautiful Jawbone Park, adjacent to all of the carnival activities. Food Vendors will be primarily set up in a semi-circle along the outer edge of the sidewalks, based on the number of vendors attending. There is a picnic area in the middle of the semi-circle and a main stage front and center. Novelty (non-food) vendors will be set up on the blacktop on the back side of Jawbone Park and flowing over towards Spring Street. To help increase foot traffic to Jawbone Park, we will offer live entertainment Wednesday through Saturday on the main stage. *Vendors will be able to open as early as 5 PM on Tuesday Night!*

Whether you are a new vendor or have attended previously, we look forward to receiving your application. Applications may be submitted as early as August 1 each year. A vendor committee chairperson will contact you if you have been selected to attend the upcoming festival. All vendors new or returning will need to have a signed application by the owner, proof of liability insurance with WVSF listed as a rider, and a complete menu of items to be served with prices. **Your total amount due will be collected before you will be permitted to set up on Tuesday.**

***You will need to provide proof that you are registered with the WV Secretary of State's office, as well as the WV State Tax Department, and pay WV Sales Tax. A current state tax certificate must be included with your vendor application. THERE WILL BE NO EXCEPTION TO THIS RULE.***

The base fee for vendors is listed in detail on page 3. ***If you have a stock truck in the Jawbone Park/downtown area, there will be additional fees added to the base rate, between \$75-\$150.*** The WVSF must receive your application, insurance certificate and WV State ID Tax Form by the application deadline in order to be eligible for selection. *\*Priority will be given to vendors who pre-pay their vendor fees by May 1<sup>st</sup>.*

Mail your applications and payment to:

WVSF Vendor Committee  
West Virginia Strawberry Festival, Inc.  
PO Box 117  
Buckhannon, WV 26201

For additional information/questions or to email your completed application forms, please email [vendors@wvstrawberryfestival.com](mailto:vendors@wvstrawberryfestival.com).



## FESTIVAL VENDORS REGULATIONS

### **\*\*Location – Jawbone Park in Downtown Buckhannon!\*\***

- A copy of your menu with pricing must be submitted with your application. Vendors will not be permitted to alter the submitted menu without approval from the WVSF vendor committee. We reserve the right to post menus to our social media, therefore we cannot accept handwritten menus and price sheets. There must be a strawberry menu item!
- Vendors are now required to provide a receipt to every customer as a measure of accountability and protection for both the customer and the vendor.
- Your complete operation must fit in the space you have applied for. Failure to do so will result in additional fees and/or removal from the event without refund.
- Vendors will begin setting up on Tuesday of festival week at assigned times given by the vendor committee.
- Each vendor may begin operations **after** their electrical inspection by the city electrician and their health inspection completed by UC Health Department (Chris Garrett) on Tuesday.
- Food vendors will be inspected by the local fire department and/or the State Fire Marshall to verify proper fire suppression rules are followed. Guidelines can be found in WV Legislative Code Title 87.
- Hours of operation in Jawbone Park will be:
  - a. Tuesday from 5PM to 10PM
  - b. Wednesday from 11AM to 10PM
  - c. Thursday from 11AM to 11PM
  - d. Friday from 11AM to Midnight
  - e. Saturday from 11AM to Midnight
- Vendors must provide a copy of their West Virginia Sales Tax Certificate, Liability Insurance Certificate and Payment. Health Dept. Food Permits must be **obtained by the vendor**.
- Required standard utilities will be provided to commercial vendors at no additional cost, as long as all required needs are specified on the original application. The vendor must provide connection equipment and **the City of Buckhannon electrician will hook up and disconnect**. Power needs that exceed 30 amps may be available upon request for an additional fee of \$25.00. Please see attached picture of acceptable plugs required for service hook up. 50 amp spaces are very limited and cannot be guaranteed!
- All commercial vendors must provide the WVSF with a certificate of liability insurance and list the “West Virginia Strawberry Festival Association, Inc.” as the additional insured.
- If you are selected but do not attend, you forfeit your deposit and will lose any seniority rights moving forward.
- No grease or oils used in cooking will be permitted to be disposed of in dumpsters or anywhere else on our properties. Used grease & oils must be taken with you when you leave. Failure to abide by this policy will result in additional fees and the possibility of being banned from future events in Upshur County.
- All outside cooking areas must be covered by a tent and approved by the Upshur County Health Department.
- The WV Strawberry Festival does NOT sell ice.
- **VENDORS MUST POST PRICES FOR ALL ITEMS OFFERED AT BOOTH!!**



## FESTIVAL VENDORS REGULATIONS (continued)

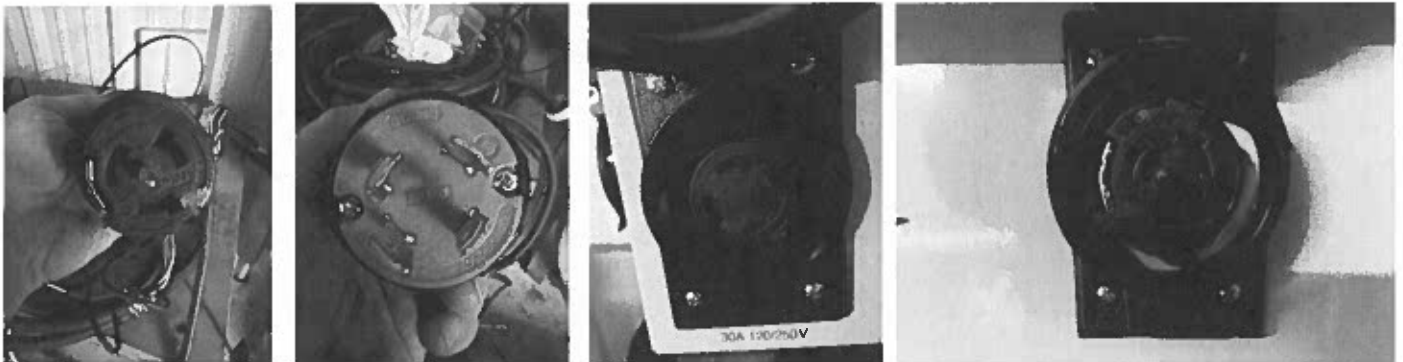
### PRICING AND REGULATIONS

- **Food vendors** — fees start at \$700.00 (includes city license & electric) for the Food Court and are not to exceed 25 feet in length. Food vendors are required to **obtain their own Health permit**.
  - a. See updated stock truck / sleeping quarters fees & requirements on page 1.
- **Novelty (non-food) Vendor** — fees for vendors residing in Upshur County start at \$250. Fees for vendors outside of Upshur County start at \$400.
- **Local Non-Profit** — No fee to set up. Priority for space in Jawbone will be given to paying vendors, therefore, we cannot guarantee space will be available during festival week. If set up in Jawbone Park, you will be required to set up for entire festival (Tuesday evening through Saturday).

***All fees must be paid in full by (or before) your arrival time on Tuesday. You will NOT be allowed to enter Jawbone Park until all fees are paid in full.*** If you are unable to pay in full when you arrive, you will not be permitted to set up and may not be invited back for future events.

Vendor selections, set up time & location will be decided by the WVSF Vendor Committee and the Director of Public Works for the City of Buckhannon.

Please reference the pictures below for electric hook up requirements. These are acceptable plugs for our power areas. It would be helpful for food vendors to provide their own water hoses to help reduce the time it takes to clean up and sanitizing at the end of the festival.



*(Images of acceptable plugs for the City of Buckhannon's spider boxes)*



## RULES AND REGULATIONS

Each vendor agrees to abide by the following rules and regulations which have been adopted by the West Virginia Strawberry Festival Board of Directors (WVSF). Any vendor not following these terms and conditions will be asked to leave immediately, without refund, and will not be invited to return for future festival without the approval of the WVSF Executive Board.

1. All sales must occur in the vendor's assigned area. Items cannot be transported along the streets or parade routes for the purpose of sale.
2. Any vendor selling food products must meet all WV Health Regulations.
3. Each vendor must confine their sale facilities to their assigned area and cannot infringe upon an area assigned to other vendors.
4. All waste including water, cooking oils and garbage must be confined to the vendor's assigned area and disposed properly at the conclusion of the event every night.
5. Each vendor must post in his assigned area their WV Sales Tax Certificate, and a Permit from the Upshur County Health Department (if serving food).
6. The WVSF will provide an assigned area for each vendor based upon size and power requests on the WVSF Vendor Application. We will do our best to accommodate requests, but we cannot guarantee anything.
7. All vendors must be solely responsible for the construction, operation, and removal of their stand. The WVSF does not take any responsibility for the property of the vendor.
8. Each vendor is an independent contractor and is not an agent, employee, or servant of the WVSF in any way implied or expressed.
9. Each vendor will save and hold harmless the WVSF from any and all claims, damages or liabilities of every kind and charter.
10. All professional commercial vendors must have in their possession a general liability insurance policy for no less than one million dollars per accident with the WVSF stated as a payee.
11. No refunds on any application fees after March 1st. Vendors paying in advance may receive a partial refund if they cancel before March 1<sup>st</sup>.
12. There will be a \$40.00 charge for returned checks from the vendor's bank for nonpayment.
13. WVSF does not accept credit card or electronic payments for vendor fees at this time.
14. The WVSF Vendor Chairperson(s) reserves the right to assign locations for each vendor booth.

I have read and agree to all the above:

**Sign Here:**

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***Applicant's Signature***

***Date***



## **For Your Information ONLY (Food Vendors)**

Buckhannon – Upshur Health Department | 304-472-2810

### **Section 12.0 Temporary Food Service Establishments**

#### **12.1. Unrestricted Establishment (Menu not Restricted)**

12.1.1. Must meet all of the requirements of the West Virginia Food Service Sanitation Regulations.

#### **12.2. Restricted Establishments**

12.2.1. The preparation of cream-filled pastries, custards, and similar products is prohibited.

12.2.2. The preparation of meat, poultry, and fish in the form of sandwiches and salads is prohibited. This does not preclude the preparation of hamburgers, frankfurters, and other food which, prior to service, requires only limited preparation.

12.2.3. Potentially hazardous food which is obtained in individual servings and is stored at safe temperatures may be permitted to be served directly to the customer in the original, unopened, individual container in which it was packaged.

#### **12.3. Food Supply**

12.3.1. Food in the food service establishment must be from approved sources.

12.3.2. All food must be clean, wholesome, and free from spoilage, adulteration, and misbranding.

12.3.3. Potentially hazardous food, excluding hamburger, frankfurters or food requiring limited preparation, must be purchased and served in the original, individual container.

12.3.4. Pre-packaged individual coffee creamers or individual packets of powdered coffee whiteners that are properly stored and handled are the only types approved for use.

12.3.5. Home-canned or home-processed food is prohibited.

#### **12.4. Food Protection**

12.4.1. Food must be protected from contamination while being stored, prepared, displayed, served, or sold.

12.4.2. Food must be received in such a manner as to prevent any contamination.

12.4.3. Food contact surfaces of equipment must be protected from dust, flies, patrons, coughs and sneezes, overhead leakage, or other forms of contamination.

12.4.4. Approved facilities must be provided for maintaining potentially hazardous food at safe temperatures.

12.4.5. Ice must be obtained from an approved source in chipped, crushed, or cubed form.

12.4.6. Ice must be obtained in approved, closed, single-service containers.

12.4.7. Ice used in beverages must be dispensed by use of a scoop or an approved automatic dispensing unit.

12.4.8. Styrofoam or similar type porous containers are not approved for ice storage unless such container is lined with a clean, sanitary food grade plastic liner.



## **12.5. Health**

- 12.5.1. Employees must thoroughly wash their hands before starting work and as often as may be necessary to remove soil and contamination.
- 12.5.2. No employee shall resume work after visiting the toilet room without first washing their hands.
- 12.5.3. Employees shall use effective hair restraints to prevent the contamination of food or food-contact surfaces.
- 12.5.4. Employees must not use tobacco in any form while engaged in food preparation and service or while in any area where food is prepared or utensils are washed and sanitized.
- 12.5.5. Employees must maintain a high degree of personal cleanliness and shall conform to good hygienic practices during all working periods.

## **12.6. Equipment and Utensils**

- 12.6.1. Equipment and utensils must be in good repair, free from cracks, chips, pits, open seams, and corrosion.
- 12.6.2. Equipment and utensils must be constructed, located, and installed so as to be smooth and easily cleanable.
- 12.6.3. The use of enamelware and graniteware is prohibited.
- 12.6.4. Kitchenware and food contact surfaces of equipment must be thoroughly cleaned to sight and touch after each use.
- 12.6.5. The cooking surfaces of grills, griddles and similar cooking devices must be cleaned daily or more often if needed.
- 12.6.6. Non-food contact surfaces of equipment must be cleaned at a necessary frequency to prevent the accumulation of dirt, dust, food particles and other debris.
- 12.6.7. Kitchenware and food contact surfaces of equipment used for potentially hazardous food must be sanitized prior to such use.
- 12.6.8. Single-service cups must be dispensed from approved dispensers.
- 12.6.9. Single-service straws, eating utensils, and stirrers must be of the individually wrapped type.

## **12.7. Sanitary Facilities**

- 12.7.1. Potable supply of water, under pressure, must be provided for cleaning and hand washing.
- 12.7.2. All plastic water lines must bear the National Sanitation Foundation (NSF) seal or be of equivalent standards.
- 12.7.3. The use of plastic or rubber garden hose for water piping is prohibited.
- 12.7.4. Hot and cold water, under pressure, must be provided in areas where food is prepared and where equipment and utensils are washed.
- 12.7.5. Auxiliary heating facilities capable of producing an ample supply of hot water must be provided.
- 12.7.6. Hand washing facilities must be provided. Such facilities in a restricted establishment may consist of a pan, water, soap, and individual paper towels.
- 12.7.7. Potable water supply piping must not be directly connected with any non-potable water supply system.
- 12.7.8. Approved and adequate toilet facilities must be provided and conveniently located to the establishment.



## **12.8. Other Facilities**

- 12.8.1. Walls and ceilings must be so constructed so as to minimize the entrance of vermin, dust and rodents.
- 12.8.2. Ceilings may be constructed of wood, canvas or other materials which protect the interior of the establishment from the elements.
- 12.8.3. Walls may be constructed of such materials or of 16 mesh screening or equivalent.
- 12.8.4. Floors must be of tight wood, asphalt, or other cleanable material. Dirt floors are prohibited.
- 12.8.5. All floors, walls and ceilings must be kept clean.
- 12.8.6. At least 20-foot candles of natural and/or artificial light must be provided on all working surfaces.
- 12.8.7. Effective ventilation to the outside air must be provided for rooms and equipment where needed.
- 12.8.8. The establishment and its surroundings must be kept clean, neat, and free of litter and rubbish.
- 12.8.9. No live animals or birds are permitted in establishments. Provided, that guide dogs accompanying blind persons or police patrol dogs accompanying officers may be permitted in dining area.

## **12.9. Vermin Control**

- 12.9.1. Counter openings must be effectively screened or the openings protected by effective fans.
- 12.9.2. Where fans are used for this purpose, the size of the openings shall be so limited that the fans employed will effectively prevent the entrance of flies and other insects.

## **12.10. Waste Handling**

- 12.10.1. Liquid waste which is not discharged into a sewage system must be disposed of in such a manner as not to create a public health hazard or nuisance.
- 12.10.2. All garbage and rubbish must be stored in durable metal or plastic containers not exceeding 30-gallon capacity.
- 12.10.3. Containers must be covered with tight-fitting lids when not in continuous use.
- 12.10.4. Single-service plastic or heavy-duty paper liners must be used in all garbage and rubbish containers.
- 12.10.5. Solid waste must be disposed of in a manner approved by the health authority.

# West Virginia Strawberry Festival VENDOR FORM



Please complete all questions to be considered for our festival.

Legal Business Name (and DBA, if applicable) :

FEIN or WV Sales Tax Number :

Phone Number(s) :

Date :

Type of Vendor :  Food/Drink  Novelty/ Non-Food  Non-Profit

Type of Setup :  Truck/Trailer  Tent/Canopy

Stock Truck(s) How many? \_\_\_\_\_ Length(s)? \_\_\_\_\_

Contact Name and Title :

E-Mail :

Business Mailing Address :

Length of Concession Stand :  
(Tongue to Bumper -or- tent peg to tent peg)

Total Square Footage Needed :

Power Requirements :  30 AMP (included)  50 AMP\* (add'l \$25 fee)  No Electric Needed

\*must use power plug designated by the City (picture included in vendor packet)

## Please attach and submit the following documents:

- Full menu list WITH prices (not handwritten)\*  
\*no revisions once submitted; must include at least ONE strawberry item.
- Signed Rules & Regulations Page (**found in vendor info packet, page 4**)
- Copy of current WV business license
- Proof of insurance **with** WVSF listed on the rider
- *Must pass inspections with both the local Health Department AND Fire officials before you will be permitted to serve customers.*
- *The WV Strawberry Festival reserves the right to select duplicate vendors to best serve our large crowd of attendees.*

*I have read and understand the WVSF Food Vendor Information and Regulations Packet.*

Signature :

Date :

## OFFICE USE ONLY:

STATUS:  Approved  Declined

Pre-Payment Received

Date: