

## Application Terms

Please review the guidelines on this and the next page.

**Food Vendor Packet:** Please complete and return the attached materials, along with Festival Participation Fee of \$250 (check or by PayPal, no later than Friday, August 25th by 6pm, unless other arrangements have been approved) -**Please remit the Festival Participation Fee of \$250 payable to Hyattsville CDC.**

- 1) Festival Participation Agreement (signature needed)
- 2) Certificate of General Liability Insurance Forms (print or electronic copy needed)\*\*
- 3) Prince George's County DPIE Permit (provide proof of food-service permit; or apply via DPIE 1-day Temporary Food Service Facility Permit Application)\*\*\*
- 4) Festival Promotion Fliers and Online Guide, FAQ see page

\* Food Vendors, please inform festival staff of your next event in order that the staff can taste-test items from your menu. Note, for open-flame tent vending, **tents must be NFPA-701 compliant**, with an on-site K-class fire extinguisher. Tent must be at least 10'x10'; if larger, please specify in application.

\*\*All Food Vendors must provide a Certificate of Insurance - \$1 million dollars coverage of property damage and bodily coverage naming "Hyattsville Community Development Corporation". **This must be provided to Festival staff no later than Friday, September 15<sup>th</sup>, 2023.**

\*\*\* Mobile Units (Food Trucks) that have been inspected and approved by the Prince George's County Health Department can provide a Mobile Food-Service Facility Permit issued by the Health Department to operate at the festival (please note that a food service facility permit is for a commercial kitchen).

Or

Food Vendors can apply for a Temporary Food Service Facility Permit for the single day event – **fee \$137.50.**

The permit is issued by the Health Department but the application and payment are submitted to: Prince George's County Department of Health and the Department of Inspections, Permitting and Enforcement (DPIE); online at <https://www.princegeorgescountymd.gov/1987/Temporary-Food-Service-Facility-Permits>

See Next Page

## Festival Rules & Regulations

1. Food Vendors are required to meet all requirements set forth by the Prince George's County Fire Marshal and Department of Health standards, including Tent **NFPA-701 compliance**.
2. Food Vendors are prohibited from selling and/or distributing alcoholic beverages during the Festival.
3. Food Vendors will be assigned a designated time to arrive and depart, and are to follow signs and directions for load-in and load-out. Food Vendors will be assigned a designated location at the venue and must arrive at call time to guarantee access to location. You must maintain a clean working space at all times during the Festival.
4. Sales must begin at 12:00pm (noon) and cease by 6:00pm. Cleaning/take-down is recommended at 5:45pm. Food Vendors must vacate the festival venue no later than 7:00pm. Any special needs or requests must be received by Festival organizers by **Friday, September 1<sup>st</sup>, 2023**. (Please note that we may not be able to accommodate all requests).
5. Food Vendor is responsible for clean-up of entry area to tent/space. All Food Vendors must provide a trash receptacle with trash bags for customers. Festival volunteers and staff will periodically dispose of trash at designated on-site dumpsters or disposal area.
6. Food Vendors must request permission and access for generators, electrical or water by no later than **Friday, September 1<sup>st</sup>, 2023**. Requests will impact designated location.
7. Food Vendors are responsible to provide and handle their own grease in bins.
8. Food Vendor is responsible to provide own ice, water, on-site fire extinguisher, etc.
9. Food Vendors are prohibited from distributing or selling visual artwork, crafts or inedible wholesale commercial goods.
10. Food Tent Vendors must provide their own tent. Tent appearance must be reviewed by staff. Food Tent Vendor may not significantly expand any decoration or materials beyond the vicinity of the covered tent.
11. Food Truck Vendors with attached canopies may not expand into the lot area beyond 3'. Trucks must be located at least 5' from any tents.

### The Festival Organizer:

1. Does not guarantee access to electrical or water access.
2. Is responsible for trash pick-up throughout the general festival area during and after the Festival. Receptacles for trash and recycling are located nearby. Food Vendors are responsible to dispose of trash at designated on-site toters and dumpsters.
3. Has arranged for customers' access to portable restrooms and wash stations near food areas. This Festival will be held rain or shine.

Questions? Call Stuart Eisenberg at the Hyattsville CDC

(301) 683-8267 or e-mail

[festival@hyattsvillecdc.org](mailto:festival@hyattsvillecdc.org)

# Hyattsville CDC

## FESTIVAL FOOD VENDOR AGREEMENT

This Agreement dated \_\_\_/\_\_\_/23, is by and between The Hyattsville Community Development Corporation (hereinafter referred to as “Sponsoring Organization”), and \_\_\_\_\_(hereinafter referred to as “Food Vendor”). In consideration of the mutual covenants herein contained, the parties agree as follows:

### I. EXHIBITION/VENDING

Food Vendor agrees to provide food goods/services consisting of \_\_\_\_\_(cuisine) at the Downtown Hyattsville Arts Festival, located in Downtown Hyattsville, at nearest street address of 4310 Gallatin Street, Hyattsville, Maryland, 20781 (spanning the 4200-4300 block of Gallatin Street, Farragut Street, and the adjoining Church Alley and City Lots); on **September 23rd, 2023**. Food Vendor agrees to be open-to-the-public for event beginning at 12:00 PM until 6:00 PM.

### II. OBLIGATIONS

In support of the above-stated vending, Sponsoring Organization agrees to provide to Food Vendor:

- A. Sponsoring Organization will provide allocated space on parking lot or street for Vendor- provided tent. Tent size is \_\_\_\_\_(typically 10'x10' unless stated otherwise as food truck).
- B. Food Vendor agrees to provide to Sponsoring Organization a \$250.00 participation fee, and a written list of any technical requests, which shall be attached to this agreement as a technical rider.
- C. Except as provided and agreed to in the technical rider referred to above, Sponsoring Organization shall provide back-of-house, front-of-house and technical staff adequate, in its sole opinion, for the proper conduct and presentation of this event.

### III. EVENT MANAGEMENT

- A. Sponsoring Organization shall be solely responsible for the management of this event including advertising and promotion, audience control. Sponsoring Organization reserves the right to make announcements regarding fire and safety regulations before, during, and after the event; and to interrupt performances and the festival should it for any reason deem such action necessary.
- B. Food Vendor agrees that all Food Vendor’s personnel, employees, guests, and agents shall abide by all applicable government laws, codes, regulations, and conveyed event guidelines. Food Vendor agrees to attached conditions as described in “Festival Rules & Regulations.”
- C. Food Vendor is responsible to secure and maintain all vending-related and personal property, and to promptly notify Sponsoring Organization of any instances of theft or vandalism witnessed or experienced.

### IV. NON-PERFORMANCE NOT A DEFAULT

- A. Neither Food Vendor nor Sponsoring Organization shall be liable for failure to appear, present, or perform if such a failure is caused by or due to labor difficulties, civil tumult, strike, epidemic, acts of nature, or any cause beyond the control of Food Vendor or Sponsoring Organization.
- B. Normal weather events which do not pose imminent danger to festival, staff exhibitors, performers or guests will not result in cancelation of the event and are excluded from the acts of nature clause under section IV.A.
- C. In the event of Food Vendor Cancellation, no booth fee refunds can be provided.

**V. INDEMNIFICATION AND LIABILITY**

A. Food Vendor shall defend, indemnify and hold Sponsoring Organization, its officers, employees and agents against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Food Vendor its officers, agents or employees.

B. Food Vendor shall defend, indemnify and hold harmless Sponsoring Organization, its officers, agents and employees, against all claims, demands, costs and expenses that Sponsoring Organization may sustain or incur by reason of any infringement or violation, or any alleged infringement or violation, of any copyright or proprietary right in the exhibition defined herein above, or of any portion or portions thereof, Food Vendor shall pay any and all royalties required on copyrighted material. Sponsoring Organization, its officers, agents and employees shall be held free of all liabilities there from.

C. If requested, representatives of the Food Vendor and Sponsoring Organization shall tour the facility prior to the event and immediately following the festival to determine any event-related damage to the festival site or any leased equipment provided by the Sponsoring Organization. Any and all such damage shall be the responsibility of Food Vendor which shall pay the cost of repair within thirty days after receipt of an itemized bill from Sponsoring Organization.

**FOOD VENDOR**

**SPONSORING ORGANIZATION**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Print Name: Stuart Eisenberg

Title: \_\_\_\_\_

Title: Executive Director

Company: : \_\_\_\_\_

Hyattsville CDC

Date: \_\_\_\_\_

Date: : \_\_\_\_\_

You will need to provide a Certificate of General Liability Insurance (\$1 million dollars coverage of property damage and bodily coverage). Please attach to this sheet.

you must include "Hyattsville Community Development Corporation" as a rider on your certificate, due no later than Friday, September 15<sup>th</sup>. The information is:

Hyattsville Community Development Corporation  
4314 Farragut Street  
Hyattsville, MD 20781

Stuart Eisenberg  
[eisenberg@hyattsvillecdc.org](mailto:eisenberg@hyattsvillecdc.org)  
(301) 683-8267

Promotional Fliers will be available soon.

Stay tuned to <http://www.hyattsvillearts.com> for the latest online graphic and print fliers.

# Temporary Food Service Facility Permit

## What You Should Know

If you are planning to sell food at a public event in **Prince George's County**, you may need **Temporary Food Service Facility Permit**. These permits are issued to prospective food and drink vendors that operate in conjunction with a fair, festival, carnival, community day, concession stand, or other special events.

NOTE: Single Day Temporary Event fee if applicable \$137.50. **The online application and fee must be received at least 5 days prior to the event.**

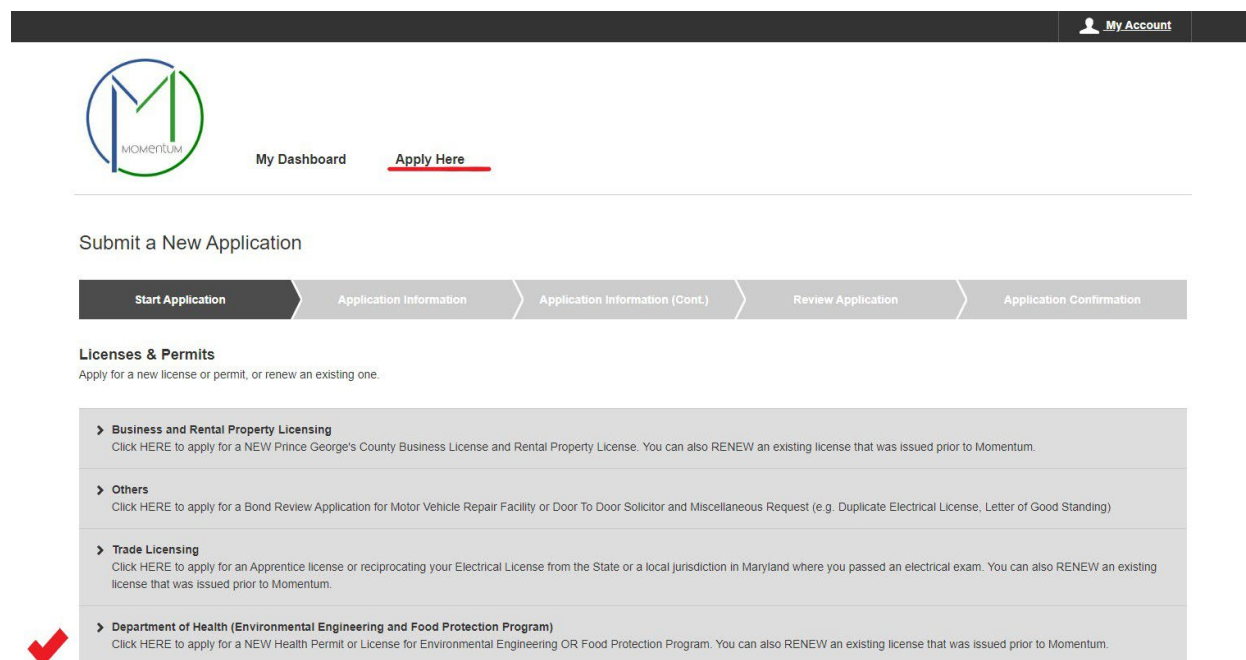
For questions regarding your application please contact the Food Protection Program at (301) 883-7690 or [foodprotectionprogram@co.pg.md.us](mailto:foodprotectionprogram@co.pg.md.us)

## Permit Application

You can apply online, visit <https://momentum.princegeorgescountymd.gov/>. You will be directed to **login** if you have an account or **sign up** if you do not have an account. The permit system will connect with a payment system to allow the completion of the application online. If the applicant does not complete the process online, the application will remain incomplete.

Applicants for temporary food service permits will be contacted the week before the event. All vendors and organizers should be prepared for an inspection at any time during the event. The temporary food service operations must meet [temporary and special food service requirements](#). The license will be delivered by the inspector at the event by e-mail in advance.

## Select – Apply here



The screenshot shows the Momentum application portal. At the top right, there is a "My Account" link with a user icon. Below this is the Momentum logo and navigation links for "My Dashboard" and "Apply Here" (which is underlined in red). A progress bar for "Submit a New Application" shows five steps: "Start Application" (active), "Application Information", "Application Information (Cont.)", "Review Application", and "Application Confirmation". Below the progress bar is a "Licenses & Permits" section with the instruction "Apply for a new license or permit, or renew an existing one." There are four expandable categories: "Business and Rental Property Licensing", "Others", "Trade Licensing", and "Department of Health (Environmental Engineering and Food Protection Program)". A red checkmark icon is visible at the bottom left of the screenshot.

My Account

MOMENTUM

My Dashboard Apply Here

Submit a New Application

Start Application Application Information Application Information (Cont.) Review Application Application Confirmation

**Licenses & Permits**  
Apply for a new license or permit, or renew an existing one.

- > **Business and Rental Property Licensing**  
Click HERE to apply for a NEW Prince George's County Business License and Rental Property License. You can also RENEW an existing license that was issued prior to Momentum.
- > **Others**  
Click HERE to apply for a Bond Review Application for Motor Vehicle Repair Facility or Door To Door Solicitor and Miscellaneous Request (e.g. Duplicate Electrical License, Letter of Good Standing)
- > **Trade Licensing**  
Click HERE to apply for an Apprentice license or reciprocating your Electrical License from the State or a local Jurisdiction in Maryland where you passed an electrical exam. You can also RENEW an existing license that was issued prior to Momentum.
- > **Department of Health (Environmental Engineering and Food Protection Program)**  
Click HERE to apply for a NEW Health Permit or License for Environmental Engineering OR Food Protection Program. You can also RENEW an existing license that was issued prior to Momentum.

Under **License & Permits** select > **Department of Health (Environment Engineering and Food Protection Program)** and from the drop-down menu select > **Temporary Event Permit or Farmer's Market**

In the next page under **License Category** select > **Temp – Single Day** – Click **Save & Continue**

The screenshot shows a multi-step navigation bar at the top with steps 1 through 6. Step 2 is currently active. Below the navigation bar is an 'Instructions' section with the following text:

- Please visit the [Maryland Farmers Market Directory](#) for more information.

**Application Information Instructions:**

- Please select the type of Temporary Food Service Facility in the **License Category** field.
- Please add the Event Address in the **Application Address / Location** section below.

- To add this information please click on the **Add Address / Location** button below and **search by Address**.

For questions regarding your application please contact the Food Protection Program at 301-883-7690.

Print Instructions

Fill in the application information. Fields with \* are Required

What kind of application are you submitting?  
Temporary Event Permit or Farmer's Market

**License Category \*** ⓘ

Temp Permit - Single Day

Select

- Temp Permit - Farmer's Market Sampler
- Temp Permit - Farmer's Market Single Day
- Temp Permit - Farmer's Market Vendor
- Temp Permit - Multi Days
- Temp Permit - Single Day

Add Additional Site

Back Save & Continue

Under **Application Address/Location** – Add the following address: **4325 Gallatin St Hyattsville 20781**

The screenshot shows the same application form as above, but with the 'Application Address/Location' section filled out. The address '4325 GALLATIN ST HYATTSVILLE 20781' is entered and highlighted in yellow. The 'License Category' dropdown is set to 'Temp Permit - Single Day'. The 'Add Additional Site' button is visible. The 'Back' and 'Save & Continue' buttons are at the bottom.

momentum.princegeorgescountymd.gov/submit-record/#savedID/40125

- Please visit the [Maryland Farmers Market Directory](#) for more information.

**Application Information Instructions:**

- Please select the type of Temporary Food Service Facility in the **License Category** field.

Print Instructions

Fill in the application information. Fields with \* are Required

What kind of application are you submitting?  
Temporary Event Permit or Farmer's Market

**License Category \*** ⓘ

Temp Permit - Single Day

**Application Address/ Location** ⓘ

Add Additional Site

4325 GALLATIN ST  
HYATTSVILLE 20781  
Address

Location Details

Back Save & Continue

Continue until step 6 → and Select Save and continue at the bottom of the screen

 My Account



My Dashboard

Apply Here

Submit a New Application

[Click here to save the progress](#)



**Instructions** ^


- Please visit the [Maryland Farmers Market Directory](#) for more information.

**Application Information Instructions:**

1. Please select the type of Temporary Food Service Facility in the License Category field.
2. Please add the Event Address in the Application Address / Location section below.

- To add this information please click on the Add Address / Location button below and search by Address.

For questions regarding your application please contact the Food Protection Program at 301-883-7690.

 Print Instructions

**APPLICATION FORM: Temporary Food Service Facility Permit** ^

Trading Name of Applicant \*

PLEASE COMPLETE THE EVENT INFORMATION BELOW:

Event Name \*

Event Name: Arts & Ales, the Annual Downtown Hyattsville Arts Festival

Event Coordinator: Stuart Eisenberg

Email Address: [eisenberg@hyattsvillecdc.org](mailto:eisenberg@hyattsvillecdc.org)

Phone: (301) 683-8267





## Temporary and Special Food Service Requirements

### Licensing Requirements:

If you are serving food to the public you must obtain a permit in advance unless your food products qualify as a cottage industry or fall under another exemption. Contact the Food Protection and Policy Program to determine whether you are exempt.

**Food Safety Inspection:** If a temporary food vendor does not meet the requirements outlined below, the Temporary Food Service Permit will be revoked. **Serving food to the public without a Food Service License is subject to a \$1000 fine.**

### Temporary Food Service Set-up and Food Safety Requirements

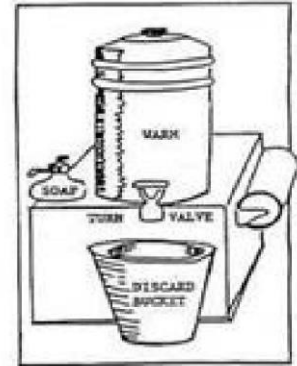
**Review each of these items carefully to ensure you pass the food safety inspection!**

A hand washing station with warm running water, soap, paper towels and a wastewater collection container must be provided and set up for use before food handling begins. Acceptable setup (see Figure 1): warm water from a dispenser with a hands free spigot such as a coffee urn, and a catch basin; **push button spigots requiring one hand to operate are not allowed.**

Equipment must be able to maintain cold food  $<41^{\circ}\text{F}$  and hot food  $>135^{\circ}\text{F}$ . If hot food falls below  $135^{\circ}\text{F}$  it must be reheated to  $>165^{\circ}\text{F}$ . If there is any possibility that hot food will fall below  $>135^{\circ}\text{F}$  the food vendor must bring equipment capable of quickly reheating the food.

A metal stem thermometer graduated in  $2^{\circ}$  intervals with a range of at least  $0^{\circ}\text{F}$  to  $165^{\circ}\text{F}$  must be provided. Grills must have lids or be covered by a structure acceptable to the Fire Department.

Figure 1:



*Hand washing equipment required.*

**All food must be from an approved source.** No home cooked food is allowed. Food may be prepared on-site or at a licensed facility. If food is prepared in advance at a licensed facility then the food vendor must bring a copy of the facility license to the event for review. Water must be from an approved source and provided in a sanitary manner. **A garden hose is not an approved water source.**

Ice used in beverages must be covered and protected from contamination. Bare hand contact must be prevented by the use of scoops with handles. Ice for beverage must not be used for storage of other food items.

Raw foods must be separated from cooked and ready to eat foods. Different types of raw animal products (fish, meat, chicken) must be stored separately.

A three-basin set-up must be available to wash, rinse and sanitize food contact utensils with detergent and an approved sanitizer (e.g. one tablespoon bleach in a gallon of water).

**Test strips for your sanitizer must be available.** As an alternative to the three-basin system, multiple sets of clean utensils may be provided by a licensed facility.

All food storage, utensil washing, and preparation areas must be protected from overhead contamination by a tent or canopy which **must be NFPA 701 compliant.** All food, food containers and single service items such as napkins, straws and take out containers must be stored off the ground and protected from contamination at all times.

Mechanical ice grinders must be used for snowballs. No hand shaving or crushing of ice is allowed.

All wastewater from hand washing, cleaning and melted ice must be discarded properly. Consult with the event organizer for a proper disposal method. **Wastewater must not be dumped directly on the ground or in storm drains.**

Adequate trash containers and toilet facilities must be provided to employees and customers.

### Additional Requirements for Multiple-Day Events:

Mechanical refrigeration or dry ice is required for overnight storage. The equipment and materials used must be adequate to maintain cold food  $<41$  degrees for the entire time it is stored.

Items stored overnight must be secured from intentional contamination and protected from pests

Figure 2: Wash, Rinse and Sanitize Basins

