

# VENDOR/EXHIBITOR RESERVATION FOR 2026 TRI-CITY WATER FOLLIES

Please fill in ALL areas of the form. Blanks, missing, or illegible information will be considered an incomplete application and will delay or prohibit approval of your vendor space. Returning 2025 vendors: submit with \$250 deposit by April 17, 2026 for first right of renewal on 2025 location. New vendors: Submit with \$250 deposit

COMPANY NAME: \_\_\_\_\_

BOOTH NAME AS IT SHOULD APPEAR TO THE PUBLIC (DBA): \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

**TYPE OF VENDOR:**  
(Check one)

- Full-Service Food Vendor
- Specialty Food Vendor

- Non-Food Exhibit
- Non-Food 40'x40' Rolling Store
- Amusement

I would like to reserve 10' x 10' vendor space in the following area(s):

Kennewick, Columbia Park - <b>Boardwalk:</b>	Quantity of 10' x 10' lots: _____	Cost: \$ _____
Kennewick, Columbia Park - <b>Memorial:</b>	Quantity of 10' x 10' lots: _____	Cost: \$ _____
Kennewick, Columbia Park - <b>Driving Range:</b>	Quantity of 10' x 10' lots: _____	Cost: \$ _____
<b>KENNEWICK FEES:</b>		
<i>*Full Service \$800/ea.    *Specialty Food (single item) \$600/ea.    *Non-Food \$600/ea.    *Amusement \$250 + 10% Gross</i>		
Pasco:	Quantity of 10' x 10' lots: _____	Cost: \$ _____
<b>PASCO FEES: *Food \$400/each    *Amusement \$250 + 10% Gross</b>		

If vendor space is not available in the area(s) of my first choice, I would like to request space in the following area(s):

Area name: \_\_\_\_\_ Qty of 10' x 10' lots: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Area name: \_\_\_\_\_ Qty of 10' x 10' lots: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

**INSURANCE:** Vendors/Exhibitors must supply the Tri-City Water Follies Association proof of liability insurance coverage not less than \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate by **May 15, 2026**. Vendors/Exhibitors will name the Tri-City Water Follies Association as additionally insured and will provide the Tri-City Water Follies Association a certificate of insurance as proof of additionally insured coverage. Vendors/Exhibitors will name the City of Kennewick and/or City of Pasco - determined by set-up location, as additionally insured, and will provide the Tri-City Water Follies Association a certificate of insurance as proof of additionally insured coverage.

**Failure to meet the above-described insurance requirements by May 15, 2026, will result in forfeiture of agreement and all payments made to the Tri City Water Follies.**

**DESCRIPTION OF TYPE OF ITEMS TO BE SOLD:**

TYPE OF STRUCTURE TO BE USED (trailer, pop-up, etc.): \_\_\_\_\_

IF POP UP- PLEASE DISCLOSE IF YOU WILL BE COOKING OR GRILLING UNDER THE POP-UP:  Yes, I will be cooking underneath a pop-up tent  No, I will not be cooking underneath a pop-up tent

ESTIMATED SET UP DATE/TIME:  Thursday Time: \_\_\_\_\_  **Friday Time: \_\_\_\_\_ Pasco Only**

\$250 deposit enclosed.

Washington Business License Number \_\_\_\_\_

UBI (9 DIGITS) \_\_\_\_\_

Copy of Benton Franklin County Health Permit enclosed **OR**

Health permit will be submitted by May 15, 2025

Non-profit 501C (if applicable)

## VENDOR/EXHIBITOR AGREEMENT FOR 2026 TRI-CITY WATER FOLLIES

**LOCATION:** New vendor locations are assigned on a first-come, first-serve basis. **Previous year vendors have first right of renewal, with TCWF Board discretion, on their same location until April 17, 2026. A deposit of \$250.00 is required to reserve vendor space.** It is understood and agreed that the lessee will remain in the contracted location for the duration of the races. Relocation is allowed only with approval of the vendor's chair. This vendor agreement is for use of space only and does not include provision for roving salespeople. Roving sellers are permitted only by signed special agreement with the Tri-City Water Follies.

**DEPOSIT: A non-refundable deposit of \$250.00 is required to reserve vendor space.** If your application is not accepted, your \$250.00 deposit will automatically be refunded.

**AMOUNT OF LEASE:** Vendor/Exhibitor locations & lease rates are located on page 1 of this agreement; **Payable in full, no later than May 15, 2026.** Additional vendor spaces/stands shall be charged at the same price unless specified in writing. A 50% discount will be given to non-profit organizations. Proof of the non-profit organization represented, and the charity supported must be submitted with this agreement. A copy of the organization's 501c form must be provided to the Tri-City Water Follies office prior to **May 15, 2026.** Signage must be placed on Vendor stand that clearly states the non-profit organization benefiting from the proceeds.

**TYPE AND PRICE OF ITEMS TO BE SOLD:** Vendors are not allowed to sell bulk, block, or party ice. Lessor reserves the right to dictate the brand of products sold. Only **Coca-Cola** brand soft drinks may be sold. The Full-Service Food vendor in the Pit Area is required to serve breakfast on Saturday and Sunday. A list of food/beverage products with the minimum price allowed is attached. Vendor may not price their products lower than the pre-established price list. Vendor may charge more than the price list. Vendor may not give anything free without prior approval of the TCWF office (this includes re-fills on beverages.)

**IT IS UNDERSTOOD AND AGREED** that if this contract is for a Food Vendor, only the sale of food and beverage is allowed. Any non-food items sold without prior approval renders lessee subject to immediate closure without refund. If this contract is for a Non-Food Exhibitor, Rolling Store or Amusement, the sale of food and/or beverages is not allowed. Any food items sold without prior approval renders lessee subject to immediate closure without refund. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that no product shall be sold which, in the opinion of the lessor, is not consistent with a family-oriented community festival, including, but not limited to obscene, profane or pornographic pictures, graphics, drawings, words or phrases. It is further understood and agreed that the lessor shall have the sole discretion as to what is consistent with the family-oriented festival, which discretion will not be exercised in an arbitrary or capricious manner. It is understood and agreed that the sale of hydro sprayers, squirt guns, spray bottles, etc. is strictly prohibited. Lessor will, upon prior submission by lessee no later than **May 15, 2026,** approve or disapprove proposed products. In the event the lessee attempts to sell products not previously approved by lessor, lessor, at its option, may deem this contract null and void and terminate lessee's license to sell, in which case the lessee agrees to immediately surrender any passes previously issued, terminate business and remove him/her and all employees from the premises without cause for refund. \_\_\_\_\_ **Initial**

**STRUCTURES: It is understood and agreed** that the *Tri-City Water Follies will provide ground space only.* Any structure needed as a vendor sales booth must be provided by the vendor. The Tri-City Water Follies does not provide electrical or sewage hookups. Potable water, wastewater holding tanks and garbage receptacles are in limited areas, and it is the responsibility of the vendor to access these utilities. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that personal vehicles, including RV's, are not allowed beside vendor stands. Working vendor stands that are converted trailers are acceptable. Camp tents are not allowed as a vendor stand nor allowed to be set-up beside the vendor stands. Scaffolding is strictly prohibited. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the vendor is responsible for removing all structures and for the clean-up of the immediate area around each vendor booth by 12:00 p.m. on Monday, July 27, 2026. Should it be necessary for the Tri-City Water Follies to expend monies cleaning up the immediate area around a vendor booth, the expense will be billed to the vendor. \_\_\_\_\_ **Initial**

**HOURS WHICH VENDORS MAY OPERATE:** vendors located in Columbia Park may operate from 9:00 a.m. to 5:00 p.m. on Friday, July 24; 8:00 a.m. to 5:00 p.m. Saturday, July 25; and from 7:00 a.m. to the end of racing (approximately 5:00 p.m.) on Sunday, July 26. Vendors located in Pasco may operate Saturday and Sunday only, July 25 and 26 from 8:00 a.m. to the end of racing (approximately 5:00 p.m.).

**VENDORS SET-UP:** Vendor set-up in Columbia Park is Thursday, July 23 from 10:00 a.m. to 5:00 p.m. **No exceptions.** Vendor set-up in Pasco is Friday, July 24 from 10:00 a.m. – 5:00 p.m. **No Exceptions. Vendors must be removed and the area cleaned by 12:00 p.m. on Monday, July 27.**

**EVENT CREDENTIALS:** It is understood and agreed that the vendor will submit a request for any additional vendor wristbands and/or parking passes needed for employees working the event. **Three (3) vendor wristbands for both Saturday and Sunday AND two (2) vehicle parking passes (for Thursday to Sunday) are included. Additional vendor wristbands & vehicle parking passes are available for purchase.**

Access to service booths should take place prior to 7:00 a.m. **No exceptions.** Only exhibit booths where the vehicle is part of the booth will be permitted to remain inside of the event. Vendors may park in designated areas during the event and hand truck supplies to vendor booths. Vehicles may include cars, vans, pickups, campers, or small trucks. The vendor must abide by the rules of entrance and exit of vendor vehicles into Columbia Park and Pasco River shore as set down by the Tri-City Water Follies.

**IT IS UNDERSTOOD AND AGREED** that the Vendor shall comply with all federal, state, and local laws, rules, and regulations. All food and drink booths must comply with the regulations of the Benton-Franklin Health Department, including (but not limited to) possessing a valid Benton Franklin County health permit, and location within a reasonable distance of wastewater holding tanks and public hand washing stations, and within 200 feet of restrooms. All booths must comply with the electrical inspection guidelines of the Department of Labor & Industries and city fire codes, including but not limited to cords free of defects and splices, rated for outdoor use; portable fire extinguishers in food booths; appropriate flammable liquid storage; and secure placement of LPG (propane) tanks. Non-compliance with any federal, state, or local regulations will result in immediate closure. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that extension cords shall be UL listed for exterior use, shall serve only one portable appliance, and that the ampacity of the extension cord shall not be less than the rated capacity of the portable appliances supplied by the cord. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that one (1) portable fire extinguisher shall be installed at each vendor/exhibitor stand or area with a minimum rating of 2A:10BC. Vendor stands producing grease laden vapors – grills and fryers - shall have an extinguisher with a minimum rating of 40BC or a K-Class extinguisher installed at the stand. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that all containers containing flammable fuel shall be stored in containers UL listed for the dispensing of flammable fuels and shall not be stored within 10 feet of a vendor stand or generator. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that generators must be muffled to comply with noise pollution ordinances. **5KW or greater must be grounded.** The WA Dept. of Labor and Industries electrical inspector must approve all vendors. Failure to comply will result in immediate closure. Electrical hookups are not available. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the vendor is an independent contractor and is in no way an employee of or working under the supervision of the Tri-City Water Follies, and the vendor further agrees to indemnify and save and hold harmless the Tri-City Water Follies from any liability to any and all persons and/or property including concurrent acts or omissions of the Tri-City Water Follies or its agents. The vendor also agrees to abide by all other regulations as set forth by the Tri-City Water Follies Association. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the vendor must provide the Tri-City Water Follies Association proof of liability insurance coverage no less than \$1,000,000 per occurrence and a minimum of \$2,000,000 aggregate by **May 15, 2026** \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the vendor will name the Tri-City Water Follies Association as additionally insured and will provide a certificate of insurance as proof of additionally insured coverage by **May 15, 2026** \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the vendor set-up in Kennewick will name the City of Kennewick as additionally insured and will provide a certificate of insurance as proof of additionally insured coverage by **May 15, 2026** \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the vendor set-up in Pasco will name the City of Pasco as additionally insured and will provide a certificate of insurance as proof of additionally insured coverage by **May 15, 2026** \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** signing of this agreement does not include the use of the Tri-City Water Follies name or use of the official Tri-City Water Follies or Columbia Cup logo on any items. Licensing of logos, which are under copyright, must be done by separate agreement with the Tri-City Water Follies before they can be used. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** this lease shall not be assigned nor does it permit the lessee to sublet any or all its operations, or to allow any other group or individual to sell any product in the assigned vendor area without written consent of the Tri-City Water Follies. While it has been the policy in the past to allow some groups to have first opportunity to operate the same locations each year, lessee agrees and acknowledges that the Tri-City Water Follies Association has absolute discretion as to selection of Vendors. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that no exclusivity for product or products that may be sold is promised or implied without written amendment stating otherwise. In addition, the number of vendors granted by the lesser shall be at the sole discretion of the lesser. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that any dispute or litigation arising from this agreement shall be venue in the Superior Court of Benton County, Washington and the prevailing party shall be entitled to an award of their reasonable attorney fees and costs incurred. Any amount due herein and not paid within 30 days of a written demand shall be subject to interest at a rate of 12% per annum. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that blanks, missing or illegible information on the "Vendor/Exhibitor Reservation" form will be considered an incomplete application and will delay or prohibit approval of vendor space. \_\_\_\_\_ **Initial**

**IT IS UNDERSTOOD AND AGREED** that the Tri-City Water Follies reserves the right to reject any vendor product or vendor.

**I have signed, enclosed, and agreed to the "Vendor/Exhibitor Agreement for 2026 Tri-City Water Follies" terms:**

NAME (print): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ DBA: \_\_\_\_\_

Accepted by Tri-City Water Follies: \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature)