



Ohio Smoked Meat & BBQ Festival
Nelsonville Tourism Center
45 East Canal Street
NELSONVILLE, OHIO 45764

SLING
YOUR
MEAT

**PROFESSIONAL CONCESSIONS CONTRACT
2017 Ohio Smoked Meat & BBQ FESTIVAL**

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell: _____

Describe Unit: Trailer Tent Other

Overall Size (including awnings): _____ ft. Tongue _____ ft.

Electric Service: _____ volts _____ amps

Water required? yes no

Number of years in concession business: _____

Products to be sold: List all products.

Product No. 1: _____

Product No. 2: _____

Product No. 3: _____

Product No. 4: _____

Product No. 5: _____

Product No. 6: _____

Term of Contract: This contract shall be in full force and effect for the period of time beginning at 5:00 p.m. Friday, October 20, 2017 and ending at 11:59 p.m., Saturday, October 21, 2017 only. Units are to be open on Friday 5:00 pm to 11:00 p.m. and Saturday from 10:00 a.m. to 5:00 pm.

In consideration of the privilege hereby granted to sell the products listed above, Vendor hereby agrees to pay The Ohio Smoked Meat & BBQ Festival \$75.00 for these two (2) days. If electricity is needed the fee will be \$100.00 for these two (2) days. 110 volts hook-up is all that is available.

Set up and Removal of Vending Unit: Vending units may be set up beginning at 8:00 am on Friday, October 20, 2017. No vending unit will be removed prior to the ending time and date as set forth above without approval of the concessions chairman. Such approval will be granted only in the event of an emergency. Any vendor who violates this rule will automatically forfeit all consideration for future

concession privilege. All vending units must be removed from the festival area no later than 12:00 p.m. Sunday, October 22, 2017.

Assignment of Space: Assignment of space rests solely with the Ohio Smoked Meat & BBQ Festival. Upon arrival at the Ohio Smoked Meat & BBQ Festival all vendors must check in with the Concessions Chairman for space assignment prior to setting up. Vendors will remain in the space assigned for the duration of the Ohio Smoked Meat & BBQ Festival. Vendors will not be permitted to sell/dispense their product(s) by moving through the festival area or through any other public streets.

Utilities: Ohio Smoked Meat & BBQ Festival will furnish electric power (110 volts) and water service as a part of the privilege fee paid under the terms of this contract. Vendor must furnish sufficient water hose, couplings and adequate electric cable to connect the vending unit to said utilities. **Vendors are not, under any circumstances, permitted to make connection or disconnection or to tamper in any way with any electric service equipment owned, rented, leased, or operated by Ohio Smoked Meat & BBQ Festival.** Connection and disconnection of electric power service will be performed by qualified personnel authorized by the Ohio Smoked Meat & BBQ Festival only. All vending units must be properly grounded by the vendor. **No electric services will be provided after 5:00 p.m., Friday, October 20, 2017.**

Public Health and Safety: All vending units dispensing food products must be equipped with a wastewater holding tank of adequate size to securely hold a minimum accumulation equal to one day of business for the vending unit. Vendor is hereby held responsible for proper and complete maintenance of said holding tank, any and all vendors deemed to be responsible for any discharge of wastewater onto any public street or thoroughfare or unto any property other than approved disposal sites will be penalized in the amount of one hundred dollars (\$100.00) per occurrence. Said penalty is payable in cash (only) immediately upon service of written notice of said offense to the vendor by the Ohio Smoked Meat & BBQ Festival. All vendors must clean the area around their vending units at the end of each business day. **Trash and debris are to be cleaned up daily and placed in dumpsters located in specified areas of the festival grounds. The Ohio Smoked Meat & BBQ Festival will not collect trash from vendor units. Vendors are responsible for supplying their own trash bags. Vendors are not to put any trash in the trash containers (e.g. individual trash cans) placed throughout the area. They are for the general public's use. The festival will not be responsible for used oil. Failure to comply in any way will result in the immediate and permanent closure of the vending unit and in permanent removal from the Ohio Smoked Meat & BBQ Festival vendor eligibility list.**

Each vending unit must be equipped with at least one freshly charged fire extinguisher of adequate size and chemical composition to combat any fire within the vending unit.

All vending units are subject to inspection by the Athens County Health Department, the Ohio Department of Health, the Ohio Department of Industrial Safety/Relations, the Nelsonville Fire Department, the Nelsonville Police Department, the Athens County Sheriff and by The Ohio Smoked Meat & BBQ Festival. All vending units will hold a current food service license from the Ohio Department of Health, if applicable.

Per Nelsonville City Ordinance, all vendors and employees must carry photo identification with them at all times during the festival.

The Ohio Smoked Meat & BBQ Festival will not be responsible for any injury, loss, damage, or legal action which may arise or occur to the vendor, vendor's employees, property or goods, or to the public, from any circumstances whatsoever while the vending unit occupies space under the terms of this contract. Vendor expressly agrees to indemnify and hold the Ohio Smoked Meat & BBQ Festival absolutely harmless from any and all claims, demands, or suits for personal injury and or property damage to third parties resulting from the activities or products of the vendor, its agents and/or employees regardless of whether or not vendor's conduct was negligent.

Vendor must provide the Ohio Smoked Meat & BBQ Festival with proof of insurance. Vendor's policy should note the Ohio Smoked Meat & BBQ Festival as "additional insured".

No living quarters (mobile homes, motor homes, campers, tents, etc.) shall be parked or erected in the festival area except those units necessary to the actual operation of the concession.

Stock truck parking is the responsibility of the vendor, unless prior assistance is requested from the vendor Chairperson.

Ohio Smoked Meat & BBQ Festival will not be responsible for either attendance or weather conditions.

Ohio Smoked Meat & BBQ Festival reserves the right to reject any product offered for sale or distribution should said product be deemed, by Ohio Smoked Meat & BBQ Festival not to be in the best interest of the festival.

No product bearing either the name and/or the service mark of the Ohio Smoked Meat & BBQ Festival or any facsimile of either shall be sold or distributed by any vendor not specifically authorized to do so by the Ohio Smoked Meat & BBQ Festival.

The Ohio Smoked Meat & BBQ Festival is open to all without regard to race, creed, color, national origin, sexual orientation, or disability status.

Ohio Smoked Meat & BBQ Festival

Dated _____

Vendor

The original (white) copy of this contract, signed and dated must be received by Ohio Smoked Meat & BBQ Festival not later than September 22, 2017 in order to assure reservation of space.