

22nd ANNUAL OHIO SMOKED MEAT and BBQ FESTIVAL



Presented by the Nelsonville Area Chamber of Commerce
On the Historic Public Square, Nelsonville, Ohio

Friday, October 19th, 2018 10:00 am – Saturday, October 20th, 2018 11:00 pm



Official Website: www.ohiobbq.org

Vendor Name: _____ Years of Concession Experience: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell: _____

Type of Unit: Trailer Tent Truck Length of Unit: _____

Electric Service: Volts: _____ Amps: _____ Water Required? Yes: No:

110V/20A electric provided. Other electrical service may be available, please specify specific requirements above.

Please list all products to be sold:	
Product 1:	
Product 2:	
Product 3:	
Product 4:	
Product 5:	
Product 6:	

Term on Contract: This contract shall be in full force and effect for the period beginning at 5:00 p.m. Thursday, October 18, 2018 and ending at 11:59 p.m. Saturday, October 20, 2018. Units are to be open no later than 10:00 a.m. on Friday and Saturday. Units should remain open until 11:00 p.m. Friday night and not close earlier than 6:00 p.m. Saturday. This closing time is dependent on food availability.

In consideration of the privilege hereby granted to sell the products listed above, Vendor hereby agrees to pay The Ohio Smoked Meat and BBQ Festival (herein referred to as "The Festival") \$200 for the two (2) days.

Set up and Removal of Vending Unit: Vending units may be set up beginning at 5:00 p.m. Thursday, October 18, 2017. No vending unit will be removed prior to the ending time and date as set forth above without approval of the concession chairman or event coordinator. Such approval will be granted only in the event of an emergency. Any vendor who violates this rule shall forfeit all consideration for future concession privilege. All vending units must be removed from the festival area no later than 10:00 a.m. Sunday, October 21, 2018.

All vendors will be set up on East Columbus Street, Nelsonville, Ohio 45764. Access to the vending area shall only be on East Columbus Street from the Jefferson Street intersection.

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

Utilities: The Festival will furnish electric power (110V/20A) and water service as part of the privilege fee paid under the terms of this contract. Vendor must furnish sufficient water hose, couplings, adapters, electric cables and adapters to connect the vending unit to said provided 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 the Festival.** Connection and Disconnection of electric power service will be performed by qualified personnel authorized by the Festival Director. All vending units must be properly grounded by the vendor. Any and all electrical issues or problems with the vendor's unit shall be the responsibility of the vendor.

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 onto 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 Festival Director or designee. All vendors must clean the area around the 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 Festival will not be responsible for collection of trash from vendor units. Vendors are responsible for supplying their own trash bags. Vendors are not to put any trash in any trash container provided for public use placed throughout the area. The Festival will not be responsible for any waste oil or other liquid waste generated by any vendor. Failure to comply in any way will result in the immediate and permanent closure of the vending unit and in permanent removal from the Festival eligibility list.**

Each vending unit must be equipped with at least one (1) charged fire extinguisher of adequate size and chemical composition to combat any fire within the vending unit. All fire extinguishers shall have a current inspection tag and comply with all applicable State and local fire codes.

Any vending unit containing or using any compressed gas cylinder(s) or tanks shall have all cylinders and tanks secured to prevent falling and damage whether the cylinder is in use or not. All tanks must be secured with chain and metallic hardware only. No other materials will be allowed for securing the tanks or cylinders.

All vending units are subject to inspection by the Athens City-County Health Department, the Ohio Department of Health, the Ohio Department of Industrial Safety Relations, the Nelsonville Fire Department, the Nelsonville Police Department, and the Ohio Smoked Meat and BBQ Festival. All vendors must 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 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 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 Festival with proof of insurance. Vendor's policy should note the Ohio Smoked Meat and 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 Vending Chairperson.

The Festival will not be responsible for either attendance or weather conditions.

The Festival reserves the right to reject any product offered for sale or distribution should said product be deemed, by the 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 and BBQ Festival or any facsimile of either shall be sold or distributed by any vendor not specifically authorized to do so by the Festival.

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

Ohio Smoked Meat and BBQ Festival

Dated: _____

Vendor: _____

The original (white) copy of this contract, signed and dated, must be received by the Ohio Smoked Meat and BBQ Festival no later than September 21, 2018 in order to assure reservation of space and utilities.

Completed contracts can be submitted to one of the following no later than September 21, 2018:

Fax: 740-753-1019, attn: Amy Spoutz

Email: amyspoutz@yahoo.com

USPS: Nelsonville Tourism Center, 45 East Canal St., Nelsonville, Ohio 45764