

NEKOOSA GIANT PUMPKIN FEST 2017 FOOD VENDOR APPLICATION/CONTRACT

Contact name: _____ Business (Vendor) Name: _____
Address: _____ Wis. Seller's Permit #: _____
City, State, Zip: _____ E-mail address: _____
Telephone: _____ Fax Number: _____

I, _____ (please print), am responsible for the vending operation of

Giant Pumpkin Fest. _____ (please print). Enclosed is my fee made payable to Nekoosa

Pumpkin Fest will be October 7th & 8th.

CONTRACT TERMS:

- Use/fees:** Booth space will be used for retail sale of Vendor's food/beverage, and for no other purpose. Vendor will be assigned a 20 feet wide, 20 feet deep booth space on the date of the event. A fee of \$350.00 per booth space **MUST ACCOMPANY THIS APPLICATION, if paid after October 2nd, 2017. THIS APPLICATION MUST BE FILLED OUT COMPLETELY, FRONT AND BACK, OR IT WILL BE RETURNED TO YOU AND YOU WILL FORFEIT YOUR SPACE. NO BOOTH WILL BE GIVEN TO ANYONE WITHOUT A COMPLETELY FILLED OUT APPLICATION.** Any application received without the entire fee will not be accepted and the application returned. There will be a \$25.00 fee for all NSF checks. Checks only will be accepted or money orders with the NAME OF THE BUSINESS ON THEM. Previous year's vendors will be given the first right to a booth location if signed up by Dec. 1st, 2016. After that, the booth rental is \$400.00 per booth space, and vendor availability will be limited to the available remaining space on a "First Come, First Served" basis. **NOTE: IF CURRENT VENDORS SIGN UP WITH FULL PAYMENT BEFORE THE END OF 2016 PUMPKIN FEST ON OCTOBER 2nd, 2016, THE BOOTH FEE WILL BE DISCOUNTED TO \$300.00.**
- Insurance requirements:** All food vendors (profit and non-profit) must have commercial liability insurance with \$1,000,000.00 general aggregate coverage effective throughout the term of this contract and **MUST** name "Nekoosa Giant Pumpkin Fest, Inc., PO Box 252, Nekoosa, Wisconsin 54457", as **ADDITIONAL INSURED. Proof of insurance must be received by Oct. 2nd, 2017. If insurance is not received by Oct. 4th, 2017, your booth may be denied, with no refund of your application fee.**
- Booth Needs:** All vendors will be responsible for providing their own booths, equipment, supplies, and electricity, including signs, tables, chairs, etc. The Pumpkin Fest Committee is under no obligation to provide any buildings, supplies, electricity, etc. Limited space is available. You must bring your own power supply (generator). **ELECTRICITY WILL NOT BE PROVIDED.** Booth size of 20 feet wide and 20 feet deep will be enforced and everything Vendor brings must fit inside assigned area. If additional space is needed, an adjacent booth will be available for an additional \$350.00. Anything that does not fit in assigned space must be removed from the park by 8:00 A.M. on Saturday AND Sunday. Booth space will not be assigned, sublet, shared or occupied by anyone other than the person/business named above.
- NO MUSIC WILL BE ALLOWED TO BE PLAYED IN YOUR BOOTHS. WE HAVE BANDS HIRED TO PROVIDE THE MUSIC, AS WELL AS THE CARNIVAL MUSIC.**
- Loss:** Vendor bears sole responsibility for any loss or damage to equipment or merchandise. Vendor will leave the booth space clean and in the same condition it was found. Vendors agree to be responsible for maintaining their exhibit area of the Pumpkin Fest grounds in a clean and orderly manner.
- Licenses/Permits/Tax:** Vendor will conduct business in a safe and orderly manner and obtain all required licenses and/or permits (including Wood County permits). Vendor is responsible for all taxes levied upon its sales and/or property.
- Indemnity:** Vendor indemnifies and holds harmless the Nekoosa Giant Pumpkin Fest, Inc. and its Board of Directors, its volunteers and sponsors, the City of Nekoosa, Domtar Inc., and the Central Wisconsin Pumpkin Growers Association, from any and all claims, liabilities, fines, damages and expenses relating to or arising out of any act or neglect by Vendor or its employees or agents, including any and all claims for death, personal injury, property damage and theft, including reasonable attorney fees and court costs arising from the use by the undersigned, their agents, and or assigns of these facilities..

8. **Cancellation Policy:** No rain dates will be scheduled and all fees are non-refundable. The event is held rain or shine. The Nekoosa Giant Pumpkin Fest, Inc. reserves the right to reject any and all applications.
9. **Drink Sale Items:** All vendors are allowed to sell soft drinks and water. **NO ALCOHOL IS ALLOWED AND NO GLASS CONTAINERS.** Cans, plastic bottles and cups only.
10. **Food Sale Items:** All efforts will be made by the vendors to have adequate food for the entire event, based on previous year's attendance figures as provided by the Pumpkin Fest. Failure to have adequate food may result in the vendor not being allowed to participate in future Pumpkin Fest events. **WE RESERVE THE RIGHT TO LIMIT THE NUMBER OF FOOD VENDORS SELLING THE SAME CONCESSIONS, TO PROMOTE VARIETY AND PROFITABILITY. FOOD IS ONLY TO BE SOLD ON YOUR BOOTH SITE.**
11. **Hours of Operation:** All booths must be open for business by 9:00 A.M. Saturday and Sunday, and remain open until 5:00 P.M. on Saturday and until 4:00 P.M. on Sunday. Any vendor closing early will not be invited back next year.
12. **Traffic Flow:** Vendors agree not to restrict traffic flow, either pedestrian or vehicular.
13. **Security:** Vendors agree to be responsible for any special security they may need.
14. **Camping/Overnight Stays:** Camping/overnight usage fees may be charged to any vehicles/campers, etc. parked on the premises overnight.

For more information visit our website at nekoosagiantpumpkinfest.com.

I will be selling the following items:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

TO APPLY FOR A BOOTH, FORWARD 1) FULLY COMPLETED & SIGNED APPLICATION; 2) CHECK OR MONEY ORDER FOR FULL APPLICATION FEE PAYABLE TO "NEKOOSA GIANT PUMPKIN FEST" WITH NAME OF BUSINESS; AND 3) PROOF OF INSURANCE TO THE ADDRESS BELOW.

By signing this agreement, Vendor agrees to be bound to the terms listed above if application is accepted by the Nekoosa Giant Pumpkin Fest, Inc. and state he/she has authority to sign for said Vendor.

Signature _____ Date _____

Please return to:
Nekoosa Giant Pumpkin Fest
Food Vendor Chairman
P.O. Box 252
Nekoosa, WI 54457

The Pumpkin Fest Committee reserves the right to refuse any vendor application.

Business Name _____

Address _____

City _____ **State** _____ **Zip** _____

Telephone: Day _____
 Evening _____

E-Mail _____

Office use only
Date Received: _____
Amount: _____
CK#: _____
Approved: _____
Space # _____