

# NEKOOSA GIANT PUMPKIN FEST 2019

## PRE-PACKAGED FOOD VENDOR APPLICATION/CONTRACT

Contact name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Business (Vendor) Name: \_\_\_\_\_  
Wis. Seller's Permit #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

I, \_\_\_\_\_ (please print), am responsible for the vending operation of \_\_\_\_\_ (please print). Enclosed is my fee made payable to Nekoosa Giant Pumpkin Fest.

Pumpkin Fest will be October 5th & 6<sup>th</sup>, 2019.

### CONTRACT TERMS:

**Use/fees:** Pre-packaged food will be made off site and packaged off site. Booth space will be used for retail sale of Vendor's food/beverage, and for no other purpose. Vendor will be assigned a 12 feet wide, 12 feet deep booth space on the date of the event. A fee of \$150.00 per booth space **MUST ACCOMPANY THIS APPLICATION. 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.

**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 Sept. 15th, 2019. If insurance is not received by Sept. 15<sup>th</sup>, 2019, 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, including signs, tables, chairs, etc. The Pumpkin Fest Committee is under no obligation to provide any buildings, supplies, etc. Limited space is available. Booth size of 12 feet wide and 12 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 \$150.00. 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.

**Music:** 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..

**Cancellation Policy:** No rain dates will be scheduled and all fees are non-refundable. The event is held rain or shine.

**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.

**Food Sale Items:** THE FOLLOWING PRE-PACKAGED FOODS ARE NOT ALLOWED: PACKAGED NUTS, FUNNEL CAKES, COTTON CANDY, MINI-DONUTS, CORNDOGS, FRESH CUT FRENCH FRIES, ELEPHANT EARS, MOUSE EARS, AND FRYBREAD.

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 food, to promote variety and profitability. Food is only to be sold on your booth site.

**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.

**Traffic Flow:** Vendors agree not to restrict traffic flow, either pedestrian or vehicular.

**Security:** Vendors agree to be responsible for any special security they may need.

**Camping/Overnight Stays:** Deer Trail Park Campground is available for camping and is located approximately 5 miles from the festival grounds. Phone number is 715-886-6371. Hotel lodging is available in Wisconsin Rapids (about 8 miles away) at Americas Best Value Inn. Phone number is 715-423-8080. Mention that you are a vendor at the Nekoosa Giant Pumpkin Fest at either place to get the best rate.

**THE NEKOOSA GIANT PUMPKIN FEST RESERVES THE RIGHT TO REJECT ANY APPLICATIONS. WE ALSO RESERVE THE RIGHT TO SHUT ANY FOOD BOOTH DOWN AND EJECT ANY FOOD BOOTH FROM THE PARK IF THE ABOVE RULES ARE NOT BEING FOLLOWED.**

For more information visit our website at [nekoosagiantpumpkinfest.com](http://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** \_\_\_\_\_

**State-** \_\_\_\_\_ **City** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone:**    **Day** \_\_\_\_\_  
                          **Evening** \_\_\_\_\_

**E-Mail** \_\_\_\_\_

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