



Heart of Ohio^{USA}
association A

P O Box 594
Centerburg, Ohio 43011

www.heartofhiousa.com

Thank you for your interest in participating as a vendor at the Heart of Ohio USA Days Festival. This year's event will be held from June 23 to June 26, 2010, at the Centerburg Memorial Park in Centerburg, Ohio.

The four day festival for family fun and enjoyment is attended by thousands of people. Rides and concessions in addition to a wide range of popular bands, with genres such as rock, country, bluegrass, Christian and oldies provide entertainment that appeal to many. Each year's entertainment features a well known group: *The Reflections* performed in 2009. This year's lineup includes *Jack Scott*, *British Invasion*, and *Darryl Gatlin*. Other attractions include food concessions, arts and crafts, vendors, exhibits and games.

The final day of the event, Saturday, begins with a parade and ends with a huge fireworks display.

Enclosed is an application to apply as a vendor. Approval is granted based on numerous parameters, especially the uniqueness of items offered for sale. Reasonable effort is made by the Association to give each vendor the opportunity to participate without competition from similar food or products. Be advised that this is not a guarantee of exclusivity.

Please print legibly on all forms. Feel free to contact me if you have any questions or comments. If you are a not-for-profit or a community group, please call before submitting the forms. **We need you to sign two copies of the documents and return both copies of the entire agreement, stapled together, to us for signature.** One copy will be returned to you. We must have the entire agreements stapled together, not just the signature page.

New for this year, ATM's will be placed around the park for the convenience of our patrons.

I look forward to hearing from you. You can view and download all the forms at our web site: **www.heartofhiousa.com**

Glen Goodwin
Chairman, Vendors and Crafters
Cell: 740-627-0207
Email: cruzinfo@yahoo.com



PROCEDURE TO BECOME A VENDOR

- 1. Fill out the 2010 Festival Application for Vendor Participation, pages 1 & 2.**
- 2. Fill out the 2010 Unit Diagram.**
- 3. Fill out the 2010 Festival Price Schedule. Note: if you are a nonprofit group, call us first.**
- 4. Mail the above (Festival Application, Unit Diagram, and Price Schedule) to:**

**Heart of Ohio USA Association
P.O. Box 594
Centerburg, Ohio 43011**
- 5. We will review the application and inform you as to our decision.**
- 6. If approved, we will fill in the 2010 Festival Contract and mail 2 copies to you.**
- 7. Upon receipt of the contracts, sign and return one complete copy back to us along with payment.**
- 8. Within 30 days, contact your insurance and inform them that Heart of Ohio USA Association needs to be named “additional insured” on your policy and that they produce a document that states this. Send us this document.**
- 9. You are now ready for business.**

Heart of Ohio USA Association

2010 Food Vendor Festival Contract

This FESTIVAL CONTRACT made and entered into this _____ day of _____, 2010, by and between the HEART OF OHIO USA ASSOCIATION having an address of P.O. Box 594, Centerburg, Ohio 43011, hereinafter referred to as "Association," and

_____, having an address of _____

hereinafter referred to as "Vendor."

Granted: The vendor is granted the right to conduct business at the 2010 Heart of Ohio USA Association Festival held at Memorial Park, Centerburg, Ohio, according to the signed and approved 2010 FESTIVAL APPLICATION FOR VENDOR PARTICIPATION dated _____, along with the UNIT DIAGRAM and 2010 FESTIVAL PRICE SCHEDULE, all of which are considered a part of this agreement.

Compensation: Vendor agrees to pay the Association \$ _____ for the term of this agreement. Full payment shall be made with the return of this agreement, otherwise this agreement shall be considered null and void.

Term: The term of this agreement shall be from June 23 through June 26, 2010 for the right to engage in business, in addition to set up and tear down dates and times as defined in this agreement.

Cancellation by Vendor: The Vendor shall have the right to cancel this agreement at any time prior to twenty-one days before the opening day of the Festival and receive a full reimbursement of the payment made. Cancellation made on or after twenty-one days prior to the opening day of the Festival will result in a forfeiture of the payment.

Indemnification: The Vendor agrees to and shall hold the Association harmless from, and indemnifies the Association against all liability for damage, destruction, theft or loss of any kind to any property of the Vendor or to injury or death to the Vendor and their agents or employees arising out of the use of the space provided by any person or event, or for property stored on the Festival grounds. Minimum security is available, but is not guaranteed.

Insurance: The Vendor will provide proof of liability insurance in the amount of One Million Dollars with the Heart of Ohio USA Association listed as the additional insured, along with the date of the event. Insurance Document(s) must be received within 30 days of the date of this

agreement but not less than 21 days prior to the first day of the Festival. Failure of the Association to receive insurance documentation renders this agreement null and void, including forfeiture of payment made.

Damage: Vendor agrees to be responsible for and reimburse the Association for damages caused by the Vendor or its agents, including equipment malfunction that causes damage. Vendor agrees to be responsible for and reimburse any other property or persons to which they have caused damage.

Inspection: Vendor agrees to make their concession or area of business available to the Association for inspection in order to determine compliance with the contract. This is not intended to preclude inspections by the Health Department or other government agencies.

Assignment of Space: Vendor space will be determined by the Association and will be based on footage required along with electrical requirements. All Vendors must check in with the Vendor Chairman prior to setting up in order to be directed to the Vendor's assigned location. Vendor will remain in the space assigned for the duration of the Festival and is not permitted to sell or dispense product(s) outside of their assigned space.

Limitations: Vendors are not permitted to conduct raffles or games that are unapproved by the Association. Vendors are not permitted loud speakers, strobe lights, loud music or voice, offensive signs or materials. Vendors are not permitted to sell, distribute or give away food or items that are not listed on the 2010 FESTIVAL APPLICATION FOR VENDOR PARTICIPATION.

Vendor is not permitted to block any access or travel way or the access or travel way of other concession units.

Vendor must comply with the measurements, entrances, awnings, serving windows, storage, propane location, etc. as defined for the unit on the UNIT DIAGRAM.

Set Up and Removal: Concession units may be set up during the evening prior to the first day of the Festival and after 10:00 AM on the first day of the Festival. Concession units must be set up and vehicles removed from the concession area by 3:00 PM on the first day of the Festival. The location for storage will be determined by the Vendor Chairman.

All concession units must be removed from Memorial Park within 24 hours of the closing of the Festival.

Utilities: The Association will provide electricity and water as requested in the 2010 FESTIVAL APPLICATION FOR VENDOR PARTICIPATION. The Vendor must furnish a potable white water hose with a minimum length of 50 feet. Electrical service, if requested, of 120 volts will be provided within 100 feet of the vendor. Electrical service, if requested, of 240 volts will be provided within 100 feet of the vendor. The Vendor is required to provide suitable,

well insulated electrical cable with adequate, legal, current carrying capacity from the electric source to the unit.

Vendors are **NOT** permitted to directly wire and disconnect any electrical service other than 110 volt standard plugs. Only Association electricians are permitted to directly wire and disconnect electrical service.

Rods and Stakes: Metal or other conductive stakes or rods are NOT permitted to be driven into the ground due to buried electrical cables and other buried utilities at Memorial Park. Non conductive stakes or rods may be driven into the ground to a depth not to exceed 15 inches.

Health and Safety: A current food service license will be displayed as required by law.

Vendor shall obey and fully comply with all applicable laws, rules, regulations and orders of the federal, state and local governments thereof in the use and occupancy of the Festival. Vendor will comply with all environmentally related laws and regulations and shall indemnify and hold harmless the Association from any costs, liability, assessments or expenses arising from same, unless the violation is the cause of the Association, Memorial Park or others.

All concession units must be equipped with the proper number and size of fully charged fire extinguishers.

All concession units will be inspected and must meet the requirements of the Knox County Board of Health and the Central Ohio Joint Fire District.

Should deficiencies be found, the concession unit will not be permitted to open until all deficiencies are corrected.

A gray water dumping area will be provided by the Association. Blue boys or sealed, closed containers will be used to transport the gray water. Open containers are not permitted.

The area around the concession unit will be kept clean of all trash and refuse

Parking: One Vendor parking pass will be issued to permit one vehicle to be parked on the grounds of Memorial Park in the designated vendor area. The pass must be displayed to gain entrance and to remain in a designated parking spot. Passes must remain on the dash board. Vehicles parked without displayed passes will be towed at the owner's expense.

Warranty: The Association reserves the right to amend the operating hours and dates of the Festival due to inclement weather conditions, events unanticipated by the Association, or an Act of God, in which case the Vendor is not entitled to a refund.

Violations: Any violation of this agreement may result in the termination of the Vendor's business activity until the violation is corrected. At the discretion of the Association, serious or repeat violations will result with the permanent termination of the Vendor's business activities and personnel removed from the Festival until the designated time to remove concession units

after the close of the Festival on the last day. Termination of the Vendor's business activity does not entitle the Vendor to a refund.

Enforcement of Agreement: The lack of enforcement by the Association to cause Vendor to correct any violations of the provisions of this Agreement, or to order the Vendor to cease business activities until the violation is corrected, or to cease business activities until the end of the Festival, does not denote approval or acceptance of the violation. Correction of any violation may be enforced at any time.

Acknowledgement: Vendor acknowledges that this contract and related documents have been fully read and understood, and agrees to abide by them as written. This agreement is solely by and between the Heart of Ohio USA Association and the Vendor.

Vendor Authorized Signature _____ Date _____

Vendor Name Printed _____

Title _____

Association Authorized Signature _____ Date _____

Association Name Printed _____

Title _____