

TRIGG COUNTY COUNTRY HAM FESTIVAL OCTOBER 8, 9, & 10, 2010

CONTRACT

This **CONTRACT**, made and entered into by and between the **TRIGG COUNTY COUNTRY HAM FESTIVAL COMMITTEE**, hereinafter referred to as "**Festival Committee**," & the **VENDOR**, named on Page 3 hereof, hereinafter referred to as "**Vendor**," under the following terms and conditions:

FEES and ATTENDANCE:

- 1 All Booths are rented for the entire three (3) days of the Festival.
- 2 Current Map, with fees shown, is attached hereto as "EXHIBIT A," and made a part of this Contract, as if set out in full.
- 3 Vendor payments AFTER SEPTEMBER 15, 2010, REQUIRE a money order, cashier's check, or cash prior to set up at the Festival.
- 4 Your Contract due date and fee is shown on Page 3. Contracts must be POSTMARKED ON, or PRIOR TO, the DUE DATE, and RECEIVED WITHIN 3 DAYS OF DUE DATE. **If you miss your due date, you will owe a late fee of Twenty Dollars (\$20.00) per booth space, prior to set-up.**
- 5 The Festival Committee is NOT responsible for mail service. There will be NO reminders or second mailings.
- 6 This is an outdoor festival – come prepared. No fees returned due to weather conditions, if you choose to, or are asked to, leave the Festival for any reason.
- 7 Festival Committee does not verify franchise affiliation, names, rules, or policies.
- 8 In the event you must cancel, to keep and reserve your space for next year, you may forfeit this year's fee, and reserve your same space for next year; however, you must contact Booth Chairperson. No shows, with no notice, forfeit their booth space in the future.

ARRIVAL – IMMEDIATELY CHECK-IN:

9. **FOOD VENDORS** in SECTIONS C & D: SEE "FOOD VENDOR ADDENDUM TO CONTRACT" attached hereto as "EXHIBIT B," and made a part of this Contract, as if set out in full, for your SPECIFIC CHECK-IN LOCATION and SET UP INSTRUCTIONS [**NOTE: NEW FOR 2010**].
10. **ALL OTHER VENDORS:** CHECK-IN at the festival WITH EVENT STAFF PERSON IN YOUR AREA - **IMMEDIATELY** upon arrival – **PRIOR to set up**. You will be given a packet with information you need while at the Festival – including any last minute booth changes or notices. If you OWE for your space, a late fee, or any other fees, YOU **MUST** check-in at the Ham Festival Information Booth No. 83. Payments **MUST** be made by CASH ONLY at Festival.

HAM FESTIVAL COMMITTEE / INFORMATION BOOTH:

11. Will be located in Booth Space No. 83, as shown on the Map attached hereto as "EXHIBIT A."
12. **You must go to the Committee Booth** with any questions, requests, concerns, or any other issues. The Committee Booth will be staffed: **THURSDAY** - 2:00 p.m. to 6:00 p.m.; **FRIDAY** - 6:00 a.m. to 5:00 p.m.; **SATURDAY** - 7:00 a.m. to 5:00 p.m.; and, **SUNDAY** - 10:00 a.m. to 4:00 p.m.
13. The Committee will have BAGS OF ICE FOR SALE, as well as, Official 2009 Ham Festival T-Shirts, and other items during Booth Hours.

BOOTH SET UP – ONLY ONE VEHICLE - PER VENDOR - ALLOWED IN FESTIVAL AREA:

14. **THURSDAY:** Tents and Large/Heavy Items may be brought in and set up **AFTER 4:00 p.m. DO NOT BLOCK HWY. 68 – IT MUST BE KEPT OPEN.**
15. **FRIDAY & SATURDAY:** Vehicles removed from Street **BY 8:30 a.m.**; OPEN for business by 10:00 a.m. LATE arrivals must WALK/CARRY in items.
16. **SUNDAY:** Vehicles removed from Street **BY 10:00 a.m.**; OPEN for business by 11:00 a.m.
17. **NO VEHICLES** – are to enter, or leave, through Food Court - Section D (Marion Street) - EXCEPT FOOD VENDORS.

FESTIVAL HOURS:

18. **FRIDAY & SATURDAY:** 9:00 a.m. to 5:00 p.m. – MAY stay open as late as you want (Concert at 6:00 p.m.)
19. **SUNDAY:** 11:00 a.m. to 5:00 p.m. (Church Service on Stage at 11:00 a.m./Parade at 3:00 p.m.)
20. **NO VEHICLES** -allowed in the Festival area at any other time – **NOT** even for re-stocking.

BOOTH TEAR DOWN – ONLY ONE VEHICLE - PER VENDOR - ALLOWED IN FESTIVAL AREA:

21. **FRIDAY & SATURDAY:** AFTER 5:00 P.M. – EXCEPT SECTIONS B, C, D, E [Janice Mason Art Museum to Trigg Co. Courthouse] NO VEHICLES ALLOWED UNTIL AFTER THE MAIN CONCERT [approximately 8:00 p.m.] You may close and WALK any merchandise out of these Sections to your vehicle –EXCEPT DURING CONCERT.
22. **SUNDAY:** AFTER Parade. Food Vendors in Sections C & D must remain in their spaces until 5:00 p.m.
23. **NO VEHICLES** – are to enter, or leave, through Food Court - Section D (Marion Street) - EXCEPT FOOD VENDORS.

BOOTH SPACES:

24. Vendors may NOT sublet spaces, or give contracts for their booth spaces, to another Vendor or prospective Vendor.
25. DO NOT move into any other space at any time. The Booth Chairperson must make ALL changes for any reason.
26. No booth is to be left unattended for any reason during the main Festival Hours.
27. Booths may remain open during the scheduled Friday and Saturday night activities, and Food Booths are encouraged to stay open.
28. Booth spaces are approximately 20' x 10' – permanent marked parking spaces will be used. You **MUST** be within MARKED SPACE.
29. Extensions over spaces are NOT permitted. Food Vendors with Concession Trailers in Food Court may be preapproved for extensions with additional fee.
30. ALL Vendors are required to stay within, or immediately in front of, your assigned booth space.
31. DO NOT go into other booth spaces soliciting, or follow Festival attendees down the street.
32. **NO WALKING TO SELL – SOLICIT – GIVE AWAY - OR HAND OUT ANYTHING.**
33. Vendors must bring their own tables, chairs, TRASH CONTAINERS, and needed equipment. DO NOT use Festival Containers.
34. No music/TV is to be played in booth without the prior consent of the Booth Chairperson. If allowed, it must be at a low volume, and reflect family values.
35. Vendors will be allowed to raffle rifles, provided no ammunition is brought to the Festival. Rifles must: be secured in boxes/displays; NOT be picked up; and, remain inside your booth space, and possession, at ALL times. Rifles are NOT to be left unattended or overnight.
36. Vendors should take precautions to protect your booth against weather, crowds, and accidents – particularly with the push forward of the crowd during the parade on Sunday. The Festival Committee is NOT responsible for any damage and/or accidents.

ELECTRIC and WATER HOOKUPS:

37. FOOD VENDORS – See “Food Vendor - Addendum to Contract,” attached at “EXHIBIT B,” and made a part of this Contract, as if set out in full

38. OTHER VENDORS must have a CRITICAL need to be approved for electricity. Vendors approved for electricity or generators, MUST use #12 extension cords, or larger. No unnecessary equipment, or lights, is to be used. Vendors are responsible for keeping cords taped down during the entire Festival with Electricity disconnected (no refund) until you meet requirements. Vendors are responsible for any accident caused by your extension cords.

**PROHIBITED
ITEMS:**

39. The following items are NOT ALLOWED TO BE USED, SOLD, DISPLAYED, OR GIVEN AWAY AS PRIZES:

- a. Civil War memorabilia, flags, clothing, pictures, stickers, etc.;
- b. LIVE ANIMALS;
- c. Play or fake money of any kind;
- d. Aerosol cans, bottles, etc., designed to dispense string, streamers, foul smells, paint, or similar things;
- e. REAL items of a war-like nature that are sharp, such as, swords, knives, bows & arrows;
- f. Real or play cigarettes, candy cigarettes, etc.;
- g. Snappers, poppers, or other noise makers;
- h. Suggestive female/male posters, stickers, or any other item of this nature, not considered family oriented; or
- i. Any item material or substance illegal in Trigg County or the Commonwealth of Kentucky

40. Violators will be given ONE WARNING. If Vendor continues to be in violation, they may be asked to leave the Festival immediately, will NOT receive a Contract in future years, and law enforcement authorities may be notified.

41. NO golf carts, mules, gators, or similar vehicles, are to be used by anyone other than WKDZ Broadcasters on duty, Law Enforcement Officers on duty, and the Festival Committee.

WASTE AND TRASH MANAGEMENT:

- 42. All Vendors MUST PROVIDE YOUR OWN TRASH CONTAINER - WITH LINERS - AT YOUR BOOTH. NO EXCEPTIONS!
- 43. Festival Committee does NOT furnish trash containers on the street for Vendors to unpack/use. Vendors are NOT to use the Festival trash containers.
- 44. A dumpster will be provided BEHIND the Renaissance Square Stage Area, on ICE HOUSE ROAD. VENDORS MUST DISPOSE OF ALL YOUR OWN TRASH/WASTE/OIL: DURING the day; At the END of EACH day; and, AT THE CLOSE OF THE FESTIVAL. Vendors MUST TAKE ALL TRASH/WASTE/OIL to the dumpster provided, or home with you - including any covering or tarp under your equipment.
- 45. NOTHING may be placed on the sidewalks. All containers, tanks, equipment, etc., MUST BE WITHIN your assigned Booth space.
- 46. No equipment, or item of any kind, is to be hosed off, washed off, or emptied on the grass, sidewalk, lot, or street.
- 47. Do NOT drain coolers or allow water to run out of your Booth.
- 48. All Booth areas are to be left as they were found. VENDORS ARE RESPONSIBLE FOR ALL CLEAN UP IN BOOTH SPACE.
- 49. The City Street Sweeper may run down Main Street on Saturday and Sunday mornings. Warning: Dirt may be blown into/under your tent.

HEALTH DEPARTMENT PERMIT:

- 50. **PRIOR TO THE FESTIVAL**, Booths selling ANY TYPE OF FOOD must complete an Application to obtain a Temporary Permit in advance from the Pennyriple District Health Department, for the 3-day Festival. The Pennyriple District Health Department's Application and Temporary Food Establishment Guidelines are attached as "EXHIBIT C," and made a part of this Contract, as if set out in full.
- 51. **RETURN the APPLICATION and FEE of \$25.00, payable in advance, by check or money order, to the: Pennyriple District Health Department, at P. O. Box 191, Cadiz, KY 42211. DO NOT RETURN** your application and/or fee with your Contract.
- 52. A representative from the Health Department will be present at the Festival, and may inspect booths, all 3 days, at any time. If you have questions, regarding this section, you should contact the Trigg County Environmentalist, with the Pennyriple District Health Department, Telephone No. (270) 522-7189. Office hours are 7:30 to 9:00 a.m., Monday through Friday.

KENTUCKY TAX PERMIT:

- 53. ALL VENDORS MUST PAY Kentucky Sales Tax on everything sold at the Festival.
- 54. **PRIOR TO THE FESTIVAL**, you should contact the Kentucky Department of Revenue, Division of Field Operations, in Hopkinsville, KY, Telephone No. (270) 889-6521, to obtain information pertaining to Kentucky Sales Tax. Contacting the Department in advance will enable you to become familiar with the required tax payment, and eliminate problems for you during the Festival.
- 55. A list of all Vendors names and addresses will be given to the Kentucky Revenue Department, and a Field Representative may be present at the Festival.
- 56. Failure to pay Kentucky sales tax owed may result in action against you, and you will NOT be allowed to return to the Festival.

MISCELLANEOUS:

- 57. NO SMOKING in any Booth space selling and/or preparing food.
- 58. **NO PETS** are to be brought into the Festival area by Vendors.
- 59. Absolutely NO FOUL LANGUAGE is to be used at any time.
- 60. Vendors, or anyone working for them, creating ANY disturbance, including arguing with, or cursing, any Festival Committee Member, Event Staff, another Vendor, and/or Festival attendee, or violating any provision of this Contract, may be asked to leave immediately, and may NOT receive a Contract for future Festivals.
- 61. Vendors not adhering to the conditions set forth in this Contract will be asked to close their Booth, without a refund, and will forfeit any clean up deposit paid, and the

right to return in the future.

62. The Festival Committee reserves the right to make necessary additions, changes, or deletions to this Contract.

63. This Contract will be governed by the Laws of the Commonwealth of Kentucky.

64. The Festival Committee is NOT responsible for loss, damage, or injury to Vendor, Vendor's workers, Vendor's children, or Vendor's personal property for any reason. Your signature hereon releases the Festival Committee from any and all liability.

65. This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind, preceding the date of this Contract, shall not be binding on any party except to the extent incorporated in this Contract.

66. The parties agree the draftsman of this Contract shall not be considered when interpreting or resolving any ambiguities contained herein.

67. The headings in this Contract are solely for the convenience of the parties, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.

68. Failure, or delay, of the Festival Committee to terminate this Contract, because of any default, shall not operate as a waiver by the Festival Committee of the right to terminate this Contract in the event of any subsequent, or other, default by the Vendor, or Vendor's agent.

69. In case of legal proceedings in enforcement of any provision of this Contract, all expenses incurred by Festival Committee, including attorney's fees and costs, shall become due from Vendor as incurred, and in case of judgment in Festival Committee's favor shall be included therein.

KEEP -PAGES 1 & 2 of this Contract, and **ONE COPY of PAGE 3** - for your records. **MAKE CHECK, MONEY ORDER, or CASHIER'S CHECK** - Payable to and **MAIL with One SIGNED PAGE 3** to: **TRIGG CO. HAM FESTIVAL, P. O. Box 503, Cadiz, KY 42211**

Vendor's signature on this document indicates that I have READ the ENTIRE CONTRACT, have the right to bind the named Vendor, and agree to abide by ALL of its terms and conditions. I understand that if I, or any person(s) with me, and/or designated to work for me, do not abide by the terms and conditions specified in this Contract, the BELOW NAMED VENDOR IS RESPONSIBLE. Vendor, or agent(s), may be asked to leave the Festival, and may further relinquish any right to attend future Festivals as a Vendor.

TRIGG COUNTY COUNTRY HAM FESTIVAL VENDOR NAME:

_____ By: _____ By:
Melissa S. Noel, Booth Chairperson (Signature) Title:

DATE SIGNED: JUNE _____, 2010 DATE SIGNED: _____, 2010

MAILING ADDRESS: CURRENT MAILING ADDRESS:

P. O. Box 503 _____ Cadiz, KY 42211 City:
_____ Telephone No.: (270) 522-1789 State: _____ Zip:

Home Nos.: Home: _____ Cell: _____

YOU ARE ASSIGNED -BOOTH NO(S). _____ in SECTION _____

CONTRACT & TOTAL of \$ _____ DUE _____, 2010

There will be a \$25.00 RETURN CHECK FEE. If Postmarked AFTER this date, ADD \$20.00 late fee. Money Order or Cashier's Check REQUIRED AFTER SEPTEMBER 15, 2009.

ALL VENDORS - COMPLETE THE FOLLOWING:

Check ALL That Apply: My Booth will be used for: _____ Food _____ Handmade Craft Sales _____ Raffles _____ Misc. Merchandise Sales _____
Giveaways/Promotions _____ Display/Information Only _____ Other (Describe) _____

I WILL BE ATTENDING: ___ FRIDAY ___ SATURDAY ___ SUNDAY [NOTE: Space MAY be MOVED prior to set up if **NOT attending ALL 3 DAYS**]

DESCRIBE EXACTLY WHAT YOU WILL BE DOING / SELLING IN YOUR BOOTH SPACE AT OUR FESTIVAL:

This information will be used: To determine cost; in Festival handouts, guides, and information; and/or, to determine Booth placement. If you do **NOT** list an item, give away, or free sample, and the Booth next to you did, and is selling it - YOU WILL NOT be allowed to give away that item.

RETURN -ONE SIGNED and COMPLETED COPY of THIS PAGE .

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TRIGG COUNTY COUNTRY HAM FESTIVAL VENDOR NAME:

_____ By: _____ By:
_____ Melissa S. Noel, Booth Chairperson (Signature) Title:

DATE SIGNED: JUNE _____, 2009 DATE SIGNED: _____, 2009

MAILING ADDRESS: CURRENT MAILING ADDRESS:

P. O. Box 503 _____ Cadiz, KY 42211 City:
_____ Telephone No.: (270) 522-1789 State: _____ Zip:

Home Nos.: Home: _____ Cell: _____

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- b. LIVE ANIMALS;
- c. Play or fake money of any kind;
- d. Aerosol cans, bottles, etc., designed to dispense string, streamers, _____ smells, paint, or similar things;
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- e. REAL items of a war like nature that are sharp, such as swords, knives, bows & arrows;

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