

TRIGG COUNTY COUNTRY HAM FESTIVAL

OCTOBER 14, 15, & 16, 2011

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 30, 2011, 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. 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 or abide by any 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.
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. 87. Payments MUST be made by CASH ONLY at Festival.

HAM FESTIVAL COMMITTEE / INFORMATION BOOTH:

11. Will be located in Booth Space No. 87, 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 2011 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 in Section D.

FESTIVAL HOURS:

18. FRIDAY & SATURDAY: 10:00 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./Hamtastic Drawing 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. Justice Center]
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 Hamtastic Drawing. Food Vendors in Sections C & D must remain in their spaces until after Drawing.
23. NO VEHICLES – are to enter, or leave, through Food Court - Section D (Marion Street) - EXCEPT FOOD VENDORS in Section D.

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, tent, and items in your booth against weather, crowds, and accidents. Vendors are responsible for any damage to downtown businesses and adjacent booth spaces if your tent/cover/items are blown out of your space. If bad weather occurs, please check and clean up your booth area immediately. The Festival Committee is NOT responsible for: any damage and/or accidents caused by Vendors' tents/covers, any item(s) therein, or clean-up of your space.

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 by the Department, 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

