



BARODAFEST
P O BOX 54
BARODA MI 49101
(269) 422-2300 or 422-1779
Fax (269) 422-2407

DATE & HOURS: Saturday, September 8, 2012
10:00 a.m. to 8:00 p.m.

FOOD VENDOR RULES AND CONTRACT

1. All space fees of \$50.00 are non-refundable. Upon leaving Saturday evening Vendor shall remove and properly dispose of all rubbish, trash and discarded materials, including food and grease. Vendor is responsible for bringing appropriate containers for disposal and removal of such disposables. **ALL GREASE MUST BE PROPERLY DISCARDED AND REMOVED FROM THE FESTIVAL GROUNDS BY THE VENDOR AND NOT INTO THE FESTIVAL'S DUMPSTER. The deadline for the return of this signed contract with the fee of \$50.00 for one space is September 4, 2012.**
2. Space to be rented is a 10' x 20' space. If you need additional space, you may rent two spaces for \$100.00, three for \$150.00, etc.
3. Priority in location of leased space shall be given to those vendors in their respective area in the **order that they return signed contracts with payment.**
4. Booth/Concession set up cannot begin before 7:30 a.m. and must be completed by 10:00 p.m. on Saturday, September 8, 2012. Booth/trailer and all supplies must be removed by 12:00 a.m. Sunday, September 9, 2012.
5. The Barodafest Committee reserves the right to prohibit and remove the exhibit and/or sale of items that are not in keeping with the family nature of the event and which offend the moral standards of the community or are found to be causing a nuisance or disturbance by selling them at the Festival. Similarly, no unethical or unlawful practice will be tolerated.
6. Although there will be police patrolling the area during the Festival, the Barodafest Committee assumes no responsibility for the security of the Vendor's property and the Vendor agrees to hold the Festival harmless.
7. All items for sale must be conspicuously priced on signs for the food items and on signs near the individual items of merchandise.
8. No alcoholic beverages may be consumed by the Vendor or their workers during their working hours.
9. No smoking is allowed in the concession units due to fire and health department regulations.
10. All persons, companies or organizations renting booth/concession space do so as independent contractors and not as employees or agents of the Festival or its management herein, and as such assume all responsibility for withholding taxes, Social Security, State taxes, Public liability and Worker's Compensation Insurance and also assume responsibility for insurance coverage to, from and during the Festival and for accident or injury to himself and/or his equipment.
11. Vendor may receive deliveries during Festival hours.
12. Every booth shall have a fire extinguisher designed for electrical fires and if the booth is preparing or heating food it must also have a fire extinguisher designed for grease fires. You must provide all proper extinguishers.
13. Three wire, grounded electrical extension cords of wire gauge adequate for your electrical appliance usage must be provided by Vendor.
14. Vendors shall have at least one person running the booth at all times except persons who are running a booth alone and who may only leave their booth to use the restroom. Abuse of this rule will result in removal of your booth and forfeiture of your fees.
15. Vendor shall submit with this contract proof of the following insurance coverages effective for the above date in the form of a Certificate of Liability Insurance.

- a. Liability coverage of not less than \$300,000.00
- b. Worker's Compensation, if available
- c. It must list as an additional insured party and certificate holder Barodafest. Under description of... make sure the Festival is listed as additional insured and the date September 8, 2012 is listed. Where it says "CERTIFICATE HOLDER" it must say:

ADDITIONAL INSURED:

Barodafest
P O Box 54
Baroda MI 49101

Please make sure your insurance company understands our requirements because **you will not be allowed to set up without the properly filled out certificate.**

16. Each Vendor must provide with this contract copies of all necessary licenses/permits, including, but not limited to the following:
 - a. A copy of your Michigan Sales Tax License as you are responsible for paying the 6% sales tax to the State.
 - b. A Michigan Health Department Food License is required prior to the start of the Festival if you are selling foods prepared at the Festival. A copy of the Health Department rules and guidelines is enclosed.
17. Vendor agrees to keep the required insurance coverage and licenses active during the duration of the above stated date and displayed in their booths at all times during the Festival.
18. Vendor supplies all set up needs such as tables, canopy, lights, proper extension cords, etc.

This agreement is between the BARODAFEST COMMITTEE and

_____. Hereafter known as "Vendor".
Vendor Name

It is agreed that the Vendor will pay Barodafest \$50.00 per space fee. As a Barodafest Vendor you will be expected to keep your area clean and free of trash, and the adjacent trash barrels are to be dumped when needed into the Festival's dumpster.

Please fill out the following information, retaining one copy of this contract for your records. Return the signed contract with your check, along with your:

- Certificate of Liability Insurance
- Copies of Michigan Sales Tax License and Health Department License

By September 4, 2012:
BARODAFEST
P O BOX 54
BARODA MI 49101

NAME OF BUSINESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

SPACES NEEDED: _____ AMT ENC: \$ _____

DESC OF SALE ITEMS: _____

PHONE: _____

With my signature below, I certify that I have read, understand and agree to abide by the above stated rules and that said rules are part of my vendor contract as fully set forth herein. I realize that failure to comply may result in my being asked to leave during the Festival and that I would forfeit all fees.

SIGNATURE: _____

DATE: _____