

PLAIN TOWNSHIP BICENTENNIAL CELEBRATION

July 18, 2009



FOOD VENDOR SPECIFICATIONS & CONTRACT

Successors in Interest:

This agreement shall bind the respective parties and their representative heirs, successors and permitted assigns. Vendors may not assign their rights or delegate their duties without the prior written consent of the Plain Township Bicentennial Committee. The Plain Township Bicentennial Committee reserves the right to make changes to these rules; provided, however that all vendors will be advised of any such changes in writing.

Participation Information:

We are looking for your participation in this year's event. The Plain Township Bicentennial Committee has the right to increase the number of participants, if in its judgment, it benefits the event. Vendors will only be accepted when all the following requirements are met and the Committee approves the vendor menu and exhibit.

Use of Space:

The Committee reserves the right to restrict exhibits, because of safety, noise, method of operation, materials, or any reason which, in the opinion of the Committee, may detract from the general character of the Bicentennial Celebration as a whole or is in violation of any of the operations, policies and procedures outlined in these pages. The Committee reserves the right to prohibit any equipment that is deemed unsafe or appears to be unreasonable in the Committee's judgment. All equipment and heavy machinery must be cleared in advance with the Committee. Demonstrations or activities that cause annoyance to neighboring vendors, such as flashing lights or noise; that result in obstruction of walk space; or prevent ready access to a nearby booth will not be permitted.

Ordinances/Permits:

To ensure the safety of all participants, fire regulations, health and other applicable ordinances of the Township of Plain, County of Stark, and State of Ohio, must be observed. Each vendor must obtain the appropriate transient vendors license from the Plain Township Zoning Department, obtain a food license from the Stark County Health Department and adhere to the Plain Township Fire Department regulations.

Liability and Insurance:

Neither the Plain Township Bicentennial Committee, Plain Township Board of Trustees, nor their respective members, representatives, contractors, corporate sponsors, successors and assigns will be responsible for any injury, loss or damage that may occur to the vendor or the vendor's responsibility to protect machinery, perishables, and exhibits so that no injury will result to the public, visitors, guests, persons or property. All property of the vendor, including foodstuffs and other perishables, shall remain in the vendor's care, custody and control in transit to, from, or within the confines of the Celebration area subject to the regulations issued by the Committee. The vendors, upon signing this contract expressly release, agree to hold, keep and save harmless and indemnify the Plain Township Bicentennial Committee, Plain Township, Plain Township Board of Trustees, their respective members, representatives, contractors, corporate sponsors, successors, and assigns from and against any and all claims for any loss, damage, or injury arising out of or related to the vendor's participation in the Celebration. Vendor agrees to carry appropriate insurance through such carriers and containing such limits, terms and conditions as the Bicentennial Committee may require and shall deliver to the Committee any insurance certificates as requested. Each vendor is required to provide the Committee with an insurance certificate showing \$100,000 to \$300,000 limits of liability and showing the Plain Township and its Bicentennial Committee as additional insured. *Said certificate must be included with the registration form.*

Location

The Plain Township Bicentennial Celebration will take place at Diamond Community Park on July 18, 2009. Diamond Community Park is located at 2782 Diamond Street.

Entrant Regulations

PAYMENT AND PROOF OF INSURANCE MUST ACCOMPANY APPLICATION! The cost of each booth space is \$200. Checks are payable to: *Plain Township Bicentennial Committee*. Checks should be mailed, along with your certificate of insurance and the attached food vendor application to:

**Plain Township Bicentennial Committee
ATTN: Rick Campbell, Chairperson
2600 Easton Street NE
Canton, Ohio 44721**

Hours of Operation

Hours of operation will be Saturday, July 18, 2009 from 11:00 a.m. to 11:00 p.m.

Beverage Sales

Vendors are not permitted to sell beverages. The Plain Township Parks Department will sell all beverage products. Vendors will be permitted to purchase beverages from Plain Township Parks and sell the products from their booth at a set price determined by the Parks Department. All drink sales by Plain Township Parks are final.

Booth Space Information

Each vendor space will be spaced out equally. The food vendor booth areas will be 15 feet wide by 20 feet deep. Assignment will be made by the Committee in order to assure a variety of menu items at various locations. *Vendors must furnish their own electric cables (100 feet of cable is recommended) and approved water hose(s) for utility connections. Vendor must ground each trailer with an approved ground rod. Vendors must also supply their own equipment, tables, chairs, lighting, shade tents, etc. Vendor trailers must be in proper operating condition and pass all fire and health codes.*

Setup/Teardown

All vendors will setup between 8:00 a.m. and 3:00 p.m. on Friday, July 17, 2009. Trucks, vans and automobiles will not be permitted in the food area between 4:00 p.m. and 12:00 a.m. The Committee will provide assistance to you in locating your booth space and providing electricity and water. Vendors will be set up on the grass. In the event that ground conditions are not favorable, vendors may be relocated to an approved area.

- There will be no one available to do on-site repairs.
- No booth will be permitted to begin teardown prior to the end of the event without the approval of the Committee. Any vendor doing so will not be asked to participate in any future Plain Township events.

Sanitation

Sanitation facilities, ash barrels and trash pickup will be provided using pre-designated areas for disposal. Each vendor is responsible for the dismantling and the removal of their booth by 2:00 p.m. on Sunday, July 19, 2009. Any vendor having grease in their booth will be responsible for its removal by 12:30 a.m. or a \$50.00 fee will be charged.

Security

The Committee will provide security throughout the event. All proper and reasonable care shall be taken to see that the vendors' booths are not damaged or destroyed.

Sale of Product

Vendors will be permitted to sell any item that is sold in their year round restaurant facility with the exception of beverage sales. (*See Beverage Sales section of this contract.*) The Committee must approve any additions or changes to menu items. The selling of special events merchandise items must be approved by the Committee. Vendors are responsible for the collection of cash payment for their products and for their own cash and change requirements. The Committee will charge no percentage of sale fees to any vendor.

Parking

Each vendor will receive one parking pass to help operate more efficiently. Space is limited at the site, so we ask for your cooperation in adherence to the parking guidelines. This pass will be mailed to you prior to the event.

Cancellation Policy

Any vendor deciding to cancel their participation in the Plain Township Bicentennial Celebration event after the date of Friday, May 29, 2009, will forfeit 100 percent of the entrance fee paid. In case of a cancellation of the Celebration or unavailability of the festival space for specified use to war, governmental action or order, act of God, fire, strike, labor disputes, or any other cause beyond the Committee’s control, this agreement shall terminate and the vendor shall be entitled to the return of the rental fee for the space, less the pro rata share of expenses incurred by the Committee’s connection with this event attributable to the vendor space.

Refund of the rental fee, as provided in this section, shall be the exclusive remedy of the vendor against the Committee or anybody else in case the event is canceled or rescheduled or the space is unavailable for use. In case of damage to the vendor through war, governmental action or order, act of God, fire, strike, labor disputes or any other cause beyond the Committee’s control, the vendor expressly waives liability and releases the Plain Township Board of Trustees and the Plain Township Bicentennial Committee of and from all claims from damages and agrees that the Plain Township Board of Trustees and the Plain Township Bicentennial Committee shall have no liability whatsoever.

Vendor Signature

Date

Witness

Date

Rick Campbell, Committee Chairperson

Date

Pamela S. Bossart, Trustee

Date

Louis P. Giavasis, Trustee

Date

Albert P. Leno, II

Date