



Parade of the Hills, INC.

P.O. Box 157
Nelsonville, Ohio 45764

Vendor Contract Agreement

2027 Parade of the Hills, INC. Festival

This Vendor Contract ("Agreement") is entered into by and between **Parade of the Hills, INC.**, a non-profit organization, and the undersigned vendor ("Vendor"), for participation in the **Parade of the Hills, INC. Festival** to be held in **Nelsonville, Ohio**, from **August 18, 2027 – August 21, 2027**.

1. Vendor Information (**Information Required**)

Business Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

Type of Vendor: ☐ Food Vendor ☐ Craft Vendor ☐ Other: _____

List of Items Sold: *(Lemon shake-up or Lemon Drinks made with fresh lemons are considered a specialty food item and must be listed as a food product.)*

2. Booth Information

Type of Unit (Trailer, Tent, etc.): _____

Overall Size (including Awnings): _____ x _____ ft. Tongue: _____ ft.

Water Required? ☐ Yes ☐ No

Years in Business: _____

Electric Service: _____ volts _____ amps

Assignment of spaces rests solely with the Parade of the Hills, INC. Vendor Chairperson. Upon arrival, all vendors must check in for space assignments **before setting up**. Vendors must remain in assigned spaces for the entire duration of the festival.

Vendors are **not permitted** to sell or move their products throughout the grounds or on public streets.

Please list all additional stock trucks that you will need parking spaces for on the grounds.
(These will not move during the festival)

Type of Unit: _____

Size (Length and Width for spacing Needed: _____X _____

Electric Required (Circle): Yes No

Electric Service: _____Volts _____amps

3. Terms of Contract

- Vendors may begin setup on **Sunday, August 15th, at 12 PM** and must be ready for operation by **August 18th**.
- Vendors must be at their assigned spot by **Tuesday, August 17th, at 12 PM**.
- **No vending unit may be removed** before the date set forth above without approval from the Vendor Chairperson.

- Any vendor violating this will forfeit consideration for future concession privileges.
- Tear-down may not begin before **Sunday, August 22nd, at 12 AM**, unless prior approval is granted.
- All vendor materials must be removed by **Sunday, August 22nd, at 2 AM**.
- Vendors are **not permitted to make or produce ice inside stock trucks or vendor vehicles while on festival grounds**. Ice will be available for purchase on-site throughout the event. Vendors are responsible for purchasing and maintaining an adequate supply of ice needed for their operations.

Operating Hours:

- Wednesday–Thursday: 3 PM – 10 PM
- Friday: 3 PM – 11 PM
- Saturday: 10 AM – 12 Midnight

(Lunch openings are encouraged but not required.)

Vendors are required to shut down during all parades for the safety of the public. You are also required to close any windows or canopies that could affect the parade route.

Fees

- **Vendor Spot:** \$400
- **Electric:** \$1 per amp listed
 - Incorrectly listed amps forfeit electrical use.
- **Deposit:** \$200 (due by **May 31, 2027**)
 - Refundable only if Parade of the Hills, INC. cannot accommodate the vendor or in special board-approved cases.

- **Total Fees:** Due at the start of the festival unless otherwise arranged with the Vendor Chairperson.

Local Nonprofits/Groups:

- **Tent Space:** \$100
(Parade of the Hills, INC. reserves the right to change this amount depending on tent rental costs and prior arrangements made with the vendor chairperson.)

Utilities

Parade of the Hills, INC. provides electrical and water services as part of the privilege fee. Vendors must supply their own hoses, couplings, and electrical cables.

- **Vendors are not under any circumstances permitted to make connections or disconnections or to tamper in any way with any electric service equipment owned, rented, leased, or operated by Parade of the Hills, INC.**
- Connections and disconnections of electric power service will be performed by qualified personnel authorized by Parade of the Hills, INC. ONLY. All vending units must be properly grounded by the vendor. No electric services will be provided after 1 am Sunday, August 22, 2027.
- *There will be a fine of \$100 if anyone tampers with or attempts to connect or disconnect their electricity. This is your warning: if there is a second report, you will not be invited back to the festival.*

4. Public Health and Safety

All vending units dispensing food products must be equipped with a wastewater holding tank of adequate size to securely hold a minimum accumulation equal to one day of business for the vending unit. Vendor is hereby held responsible for proper and complete maintenance of said holding tank.

*All vendors deemed to be responsible for any discharge of wastewater onto any public street or thoroughfare or onto property other than approved disposal sites will be penalized **\$100 PER occurrence.***

-Penalty will be payable in cash only immediately upon service of a written notice of said offense to the vendor by Parade of the Hills, INC.

All Vendors must clean their areas around their vending units at the end of each business day. Trash and debris are to be cleaned up daily and placed in the dumpsters located in specific areas of the festival grounds. Parade of the Hills, INC. will not collect trash from vendor units.

The Festival will not be responsible for used oil.

Failure to comply in any way will result in the immediate and permanent closure of the vending unit and in permanent removal from the Parade of the Hills, INC. vendor eligibility list.

Each vending unit is required to comply with all the regulations, and is subject to being inspected by the Athens County Health Department, the Ohio Department of Health, the Ohio Department of Industrial Safety/Relations, the Nelsonville Fire Department, the Nelsonville Police Department, the Athens County Sheriff's Office, and by Parade of the Hills, INC. All food vending units must hold a current food service license from the Ohio Department of Health.

Per Nelsonville City Ordinance, all vendors and employees must carry photo identification with them at all times during the festival.

5. Compliance and Conduct

- Parade of the Hills, INC. will not be responsible for any injury, loss, damage, or legal action that may arise or occur to the vendor, vendor's employee, property, or goods, or to the public from any circumstances whatsoever while the vending unit occupies the space.
- Under the terms of this contract, vendors expressly agree to indemnify and hold Parade of the Hills, INC. absolutely harmless from any claims, demands, or suits for personal injury and or property damage to third parties resulting from the activities or products of the vendor, its agents and/or employees, regardless of whether or not the vendor's conduct was negligent.
- *Vendors must provide Parade of the Hills, INC. with proof of insurance. Vendors' policy should include Parade of the Hills, INC. as "additional insured"*
- No living quarters (mobile homes, Motor homes, campers, tents, etc) shall be parked in the festival grounds except those units necessary to the actual operation of the concession. Stock truck parking is the responsibility of the vendor.
- There are no tents allowed to be attached to a food vendor without prior authorization from the vendor chairperson.
- There is a minimum selling price for water. It cannot be sold for under \$1 a bottle.
- Parade of the Hills, INC. will not be responsible for either attendance or weather conditions.
- Parade of the Hills, INC. reserves the right to reject any product offered for sale or distribution should said product be deemed not to be in the best interest of the festival.

- No products bearing either the name and/or the service mark of The Parade of the Hills, INC., or any copy of either shall be sold or distributed by any vendor not specifically authorized to do so by Parade of the Hills, INC.
 - Parade of the Hills, INC. is open to all without regard to race, religion, color, national origin, sexual orientation, or disability status.
-

6. Refund and Cancellation Policy

No refunds will be issued after **May 31st, 2027**.

- If the festival is canceled due to severe weather, acts of nature, or circumstances beyond the control of Parade of the Hills, INC., the Event Organizer may, at its discretion, refund fees or offer credit toward a future event.
-

7. Agreement

By signing below, the Vendor acknowledges that they have read, understood, and agree to all terms and conditions of this Agreement.

Vendor Signature: _____ **Date:** _____

Printed Name: _____

Vendor Chairperson or Co-Chairperson: _____

Date: _____

Parade of the Hills, Inc

P.O. Box 157

Nelsonville, Ohio 45764

Email: pothvendors@gmail.com