

Parade of the Hills, Inc.

PO Box 157
Nelsonville, Ohio 45764

Vendor Contract Agreement 2026 Parade of the Hills Festival

This Vendor Contract is entered into by and between **Parade of the Hills, Inc.**, a non-profit organization, and the undersigned vendor, for participation in the **Parade of the Hills Festival** to be held in **Nelsonville, Ohio**, throughout **August 19th, 2026 - August 20th, 2026**.

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

Business Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Phone: _____

Email: _____

Type of Vendor: Food Vendor Craft Vendor Other:

Lists of Items Sold (Lemon shake-up or Lemon Drinks made with fresh lemons are considered a specialty food item and are to be listed as a food product:

2. Booth Information

- **Type of unit (Trailer, Tent, ect.)** _____
- **Overall Size (including Awnings)** _____x_____ ft. Tongue _____ft.
- **Water Required?** : ____yes ____no
- **Number of years in Buisness** _____.
- **Electric Service:** _____volts _____amps

Assignment of spaces rests solely with the Parade of the Hills Vendor chairperson. Upon arrival at the Parade of the Hills festival grounds, all vendors must check in with the vendor chairperson (or whoever is available and knows the information) for space assignments before setting up. Vendors will remain in assigned spaces for the entire duration of the Parade of the Hills festival. Vendors will not be permitted to sell/ dispose of their product(s) by moving throughout the festival grounds or any other public streets.

3. Terms of Contract

Vendors may begin setup on **Sunday, August 16th, at 12 pm** and must be ready for operation by **August 19th**. Vendors must be at their assigned spots before **Tuesday, August 18th, at 12 pm**.

No Vending unit will be removed before the time and date set forth above without the approval of the vendor chairperson

Any vendor who violates this will automatically forfeit all consideration for sutere concession privileges.

Tear-down may not begin before **Sunday, August 23rd, at 11pm** unless prior approval is granted.

All vendor materials must be removed from the festival grounds by **Sunday, August 23rd at 2 am**.

Units are to be open on Wednesday and Thursday from 3 pm to 10 pm, on Friday from 3 pm to 11 pm, and on Saturday from 10 am to 12 midnight. You are encouraged to open for lunch, 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.

In consideration of the privilege granted to sell the products listed above, Vendors agree to Pay Parade of the Hills Inc, the fees as follows:

Vendor Spot: \$400

Electric: An additional 1 dollar per amp listed

If the vendor does not complete the correct number listed in the contract above, you forfeit the use of the electricity.

Vendor further agrees to pay a deposit in the amount of \$200 in order to reserve the space at the 2026 Parade of the Hills festival.

Deposit must be received no later than May 31st 2026. The deposit is only refundable if Parade of the Hills is unable to accommodate the vendor, or in special circumstances that are taken to the board for consideration.

Total Fees should be paid at the Start of the festival unless an agreement has been made prior 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. can provide electric power and water services as part of the privilege pay (details listed above). Vendors must furnish sufficient water hose, couplings and adequate electric cable to connect the vending unit to said utilities.

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 but 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 23, 2026.

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. Vender 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 throughfare 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 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 which may arise or occur to the vendor, vendors employee, property or goods, or to the public from any circumstances whatsoever while the vending unit occupies 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 vendors conduct was negligent.

Vendors must provide Parade of the Hills, Inc. with proof of insurance. Vendors' policy should not include Parade of the Hills 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 is open to all without regard to race, creed, color, national origin, sexual orientation, or disability status.

6. Refund and Cancellation Policy

No refunds will be issued after **[Refund Deadline Date]**.

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: _____

Vender chairperson or co chairperson: _____

Date: _____

Parade of the Hills, Inc.

P.O. Box 157

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Email: pothvendor@gmail.com