

**PARADE OF THE HILLS, INC.
PO BOX 157
NELSONVILLE, OHIO 45764**

**PROFESSIONAL CONCESSIONS CONTRACT
2023 PARADE OF THE HILLS FESTIVAL**

Vendor Name: _____

Contact Person: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Fax:** _____

Email Address: _____

Describe Unit: ___ Trailer ___ Tent ___ Other **Electric Service:** ___ volts ___ amps

Overall Size (including awnings): ___ x ___ ft. **Tongue:** ___ ft.

Water required? ___ yes ___ no **Number of years in the concession business:** ___

List all products to be sold. No more than (3) food products per contract. Note: 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.

Product No. 1: _____

Product No. 2: _____

Product No. 3: _____

Term of Contract: This contract shall be in full force and effect for the period of time beginning at 11:00 a.m., Wednesday, August 16 ,2023 and ending at 11:59 p.m. Saturday, August 19,2023 only. Units are to be open on Wednesday and Thursday from 3 p.m.-10 p.m., Friday from 3 p.m. to 11 p.m., and Saturday from 10 a.m. to 12 midnight. You are encouraged to open for lunch, but not required.

In consideration of the privilege hereby granted to sell the products listed above, Vendor hereby agrees to pay Parade of the Hills, Inc. the total amount of \$400.00 and one dollar per amp

specified in the contract. Vendor further agrees to pay a deposit of the amount of \$200.00 in order to reserve space at the 2023 Parade of the Hills festival. Said deposit must be received no later than May 31, 2023. Said deposit is only refundable if Parade of the Hills, Inc. is unable to accommodate vendor. In this case, deposit will be returned by August 1, 2023. *Total fee must be paid at set up.* The privilege hereby granted shall not be construed to operate in any way against any local charitable organization.

Set Up and Removal of Vending Unit: Vending units may be set up prior to the beginning time and date with prior notice to the concessions chairperson, but are not permitted to set up prior to 12 noon on Sunday, August 13, 2023 and has to be in spot before 12 noon on Tuesday, August 15, 2023. Concessions chairperson will provide the vendor the times that the festival electrician is available for set up prior to the festival. *No vending unit will be removed prior to the time and date as set forth above without approval of the concessions chairperson.* Such approval will be granted only in the event of an emergency. Any vendor who violates this rule will automatically forfeit all consideration for future concession privilege. All vending units must be removed from the festival area no later than 2 a.m. Sunday, August 20, 2023.

Assignment of Space: Assignment of space rests solely with Parade of the Hills, Inc. Upon arrival at the Parade of the Hills festival, all vendors must check in with the concessions chairperson for space assignment prior to setting up. Vendors will remain in the space assigned for the duration of the Parade of the Hills festival. Vendors will not be permitted to sell/dispense their product(s) by moving through the festival area or through any other public streets.

Utilities: Parade of the Hills, Inc. will furnish electric power and water service as a part of the privilege fee paid under the terms of this contract. Vendor 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 connection or disconnection or to tamper in any way with any electric service equipment owned, rented, leased, or operated by Parade of the Hills, Inc.*** Connection and disconnection of electric power service will be performed by qualified personnel authorized by Parade of the Hills only. All vending units must be properly grounded by the vendor. *No electric services will be provided after 1 am, Sunday, August 20, 2023. There will be a fine of \$100.00 if anyone tampers with or attempts to connect their electricity. This is your warning. If there is a second report, you will not be invited back to the Parade of the Hills festival.*

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. *Any and all vendors deemed to be responsible for any discharge of wastewater onto any public street or thoroughfare or unto any property other than approved disposal sites will be penalized in the amount of \$100.00 per occurrence. Said 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 the area around their vending units at

the end of each business day. Trash and debris are to be cleaned up daily and placed in dumpsters located in specified areas of the festival grounds. Parade of the Hills, Inc. will not collect trash from vendor units. Vendors are responsible for supplying their own trash bags. Vendors are not to put any trash in the trash containers (e.g. individual trash cans) placed throughout the festival. These are for the general public's use. 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.*

Parade of the Hills, Inc. will make arrangements with the Athens County Health Department for the festival area to be sprayed with insect repellent. Vendors will be given adequate notice of the spraying in order to properly protect their vending units. Vendors are not permitted to store or stockpile unprotected supplies outside of the vending unit.

Each vending unit must be equipped with at least one freshly charged fire extinguisher of adequate size and chemical composition to combat any fire within the vending unit.

All vending units are subject to inspection 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 vending units will hold a current food service license from the Ohio Department of Health, if applicable.

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

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, vendor's employees, property or goods, or to the public from any circumstances whatsoever while the vending unit occupies space under the terms of this contract. Vendor expressly agrees to indemnify and hold Parade of the Hills, Inc. absolutely harmless from any and all 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 vendor's conduct was negligent.

Vendor must provide Parade of the Hills, Inc. with proof of insurance. Vendor's policy should note Parade of the Hills as "additional insured."

No living quarters (mobile homes, motor homes, campers, tents, etc.) shall be parked or erected in the festival area except those units necessary to the actual operation of the concession.

There are no tents allowed to be attached to a food vendor without authorization from the vending chairperson. The request must be put in writing and authorized in writing before July 31, 2023 There will be no exception to this rule.

There is a minimum selling price for water. It cannot be sold for under \$1.00 a bottle.

Stock truck parking is the responsibility of the vendor.

Other: 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, by Parade of the Hills, Inc., not to be in the best interest of the festival.

No product bearing either the name and/or the service mark of the Parade of the Hills, Inc. or any facsimile 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.

Parade of the Hills, Inc.

By _____ Date: _____

Vendor

Print _____ Sign _____

The original copy of this contract, signed and dated must be received by Parade of the Hills, Inc. no later than May 31, 2023 in order to assure reservation of space.

Deposits are refundable only if contract is not accepted by Parade of the Hills, Inc.