



# West Virginia Pumpkin Festival

One Pumpkin Way

Box 358

Milton, WV 25541

www/wvpumpkinpark.com

## Application For 2009 Food Concession

Deadline is August 1

Festival dates are October 1st - 4th

For Setup - see Rental Agreement

Name/Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Person Responsible For Concession;

Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

### ENTRY FEE

\$350.00 entry fee for up to 18 foot stand (measured from extremities whether bumper to ball or awnings, etc). An additional charge of \$10.00 per foot (this applies to any part of a foot) will be assessed for anything in excess of 18 feet. **Please enter width and length of your trailer extremities;** Width: \_\_\_\_\_ Length: \_\_\_\_\_

### GATE PASSES

Entry fee includes four (4) four-day passes. Additional workers passes may be purchased at the festival office at a cost of \$3.00 each (1 - day).

### ELECTRICAL POWER HOOKUP

Entry fee includes one 20 amp hookup.

Fees for additional power hookups will be;

20 Amp 110 Volt = \$25.00

30 Amp 110 Volt = \$25.00

30 Amp 220 Volt = \$35.00

40 Amp 220 Volt = \$40.00

50 Amp 220 Volt = \$50.00

Concession is to provide the necessary power cables and festival personnel will make the required service connection.

### CONCESSION ITEMS

Please list all items to be sold; \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All items listed above are subject to approval by the committee. If you are accepted and deletions are necessary, your copy of the application will be marked to show the deletion(s).

### WATER & SOFT DRINK SALES

**PEPSI is the exclusive supplier** of water and soft drinks for the festival and the minimum resale price is set by the festival and shall be one dollar and fifty cents (\$1.50). (  Please acknowledge by checking this box). The FESTIVAL AND PEPSI WILL have all products on the grounds and all PEPSI products **must be purchased from the FESTIVAL**. Please assist the Festival by providing the following information;

I plan to use:  20 Oz. Bottles  Pre-Mix  Post-Mix  Other

Product will consist of 20 Oz. : Pepsi, Mountain Dew, Aquafina water, and other Pepsi products on advance request. (Diet and Caffeine Free products will be included).

**The Festival will have ice for sale on the premises.**

INDEMNIFICATION

The concessionaire agrees to indemnify, hold harmless, and defend the sponsor(s), management or agents of the WV Pumpkin Festival Inc., collectively or individually, for any loss or injury, that may arise or occur, by or to the independent contractor, his employees or agents, his property or merchandise, from any causes or negligence, natural or otherwise, during or while conducting any business or any other related activities by himself or his agents, in connection with this contract or any other agreement or contract, as authorized by the bylaws and or charter of the WV Pumpkin Festival Inc.

CERTIFICATE OF INSURANCE

A copy of a valid insurance policy or certificate of insurance (naming the West Virginia Pumpkin Festival as the "additional insured") will be requested by the West Virginia Pumpkin Festival Board of Directors before concessions will be allowed to set-up.

Concessionaires must have a current insurance policy in effect.

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

By submitting this application for concession space, I/We, having read the Food Concession Booth Rental Agreement Rules And Regulations, accept and agree to be bound by the terms listed in them. I hereby release the West Virginia Pumpkin Festival Board, Inc. from any and all claims arising from my participation in said festival.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Upon acceptance you will receive a signed copy of this agreement which then serves as a legal contract.

Signature of committee chairman: \_\_\_\_\_ Date: \_\_\_\_\_

*to be used for tabulating payment amount*

Booth Space	\$	350.00
Utility Fee	\$	20.00
Pepsi Trailer @ \$350.00 per unit	\$	_____
Additional Footage @ \$10.00 per foot	\$	_____
Additional Electric (see Electrical Power)	\$	_____
Additional Passes @ \$3.00 each (1-day)	\$	_____
<b>Total</b>	\$	_____
		=====

Make check payable to: **West Virginia Pumpkin Festival, Inc.**

Mail the application to:

**West Virginia Pumpkin Festival Inc.  
One Pumpkin Way  
Box 358  
Milton, WV 25541**

Application deadline is **August 1**

If you have questions please call (304)638-1633(WVPF-Barbara Brooks - Chairperson), or (304)634-5857 (Bill). - www/wvpumpkinpark.com



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**PLEASE READ**  
And keep for your  
information

## Food Concession Booth Rental Agreement Rules And Regulations

Dates: Thursday, Oct. 2nd through Sunday, Oct. 5th  
Times: 9AM - 9PM Thursday through Saturday and 9AM - 6PM Sunday  
Set-up: Wednesday Oct. 1st from 9AM - 5PM (earlier by special arrangement only).  
Removal: All concessions must be removed from the grounds no later than 5:00 PM  
Monday immediately following festival week.

- 1 SPACE ALLOCATION WILL BE DONE IN A MANNER WHICH ACHIEVES THE MOST EFFECTIVE OPERATING RESULTS.
- 2 A CONCESSIONAIRE MAY NOT SHARE OR SUBLET SPACE WITHOUT PERMISSION OF FESTIVAL MANAGEMENT.
- 3 NO SOLICITATION FOR BUSINESS SHALL BE PERMITTED OUTSIDE OF CONCESSION BOOTH. SAMPLES, CATALOGS, PUBLICATIONS, ETC., MAY ONLY BE DISTRIBUTED WITHIN THE CONFINES OF THE CONCESSIONAIRE'S BOOTH.
- 4 ALL AMPLIFYING SYSTEMS USED BY THE CONCESSIONAIRE MUST BE KEPT AT MODERATE VOLUME. SOLICITING FOR BUSINESS OVER AMPLIFYING SYSTEM WILL BE STRICTLY PROHIBITED.
- 5 ALL PACKING CONTAINERS AND SIMILAR MATERIALS ARE TO BE REMOVED FROM CONCESSION AREA BY CONCESSIONAIRES UPON COMPLETION OF SET-UP.
- 6 SALE, USE, OR POSSESSION OF ANY INTOXICATING OR CONTROLLED SUBSTANCE OR BEVERAGE IS STRICTLY PROHIBITED. VIOLATORS WILL BE REMOVED FROM THE PREMISES AND BE SUBJECT TO PROSECUTION.
- 7 SALE, POSSESSION, OR DISPLAY OF FIREARMS AND/OR AMMUNITION, ANY TYPE OF FIREWORKS, OR ANY OTHER ITEMS WHICH MAY CAUSE BODILY INJURY OR LOSS IS STRICTLY PROHIBITED.
- 8 SALE OR DISPLAY OF PORNOGRAPHIC OR SEXUALLY ORIENTED MATERIALS IS STRICTLY PROHIBITED.
- 9 CONCESSIONAIRES ARE TO SELL ONLY THOSE PRODUCTS APPROVED BY FESTIVAL MANAGEMENT.
- 10 ALL CONCESSIONS MUST COMPLY WITH HEALTH DEPARTMENT REGULATIONS. NO CONCESSION WILL OPEN UNTIL APPROVED BY THE HEALTH DEPARTMENT. CONCESSIONS MUST COMPLY WITH CABELL COUNTY HEALTH CODE. REFUNDS WILL NOT BE ISSUED TO ANY CONCESSION CLOSED FOR NON-COMPLIANCE. DUE TO
- 11 ALL CONCESSIONS ARE TO BE OPEN BY POSTED OPENING TIMES AND STAY OPEN UNTIL POSTED CLOSING TIMES THURSDAY THROUGH SUNDAY. ALTHOUGH NOT REQUIRED, WE ENCOURAGE OPERATION DURING MONDAY AND LUNCH HOURS ALSO.
- 12 ALL ELECTRICAL AND PLUMBING HOOK-UP SUPPLIES MUST BE PROVIDED BY CONCESSIONAIRE. VENDORS MUST PROVIDE WATER POTABLE HOSE AND BACK FLOW CONNECTOR FOR HOOK-UP TO WATER SUPPLY.
- 13 FOOD VENDORS RECEIVE FOUR (4) FOUR-DAY PASSES. ADDITIONAL PASSES MAY BE PURCHASED FROM THE FESTIVAL OFFICE FOR \$3.00 EACH (1 - DAY). **PASSES ARE FOR WORKERS ONLY.**
- 14 TRAILER OR OTHER CONCESSION STRUCTURE MUST BE ON GROUNDS AND READY FOR PLACEMENT BY NOON ON WEDNESDAY.
- 15 IF CONCESSIONAIRE FAILS TO OCCUPY THE CONTRACTED SPACE THREE (3) HOURS PRIOR TO FESTIVAL OPENING TIME ON THURSDAY, FESTIVAL MANAGEMENT WILL HAVE THE RIGHT TO USE SAID SPACE AS IT SEES FIT (CONCESSION MUST BE APPROVED PRIOR TO FESTIVAL OPENING TIME).
- 16 **NO REFUNDS WILL BE MADE FOR CONTRACTS CANCELLED AFTER SEPTEMBER 1ST.**
- 17 **ALL CONCESSIONS MUST PURCHASE AND USE EXCLUSIVELY THE PEPSI PRODUCTS WHICH THE FESTIVAL SUPPLIES.**
- 18 FOOD PREPARATION MUST BE DONE IN OR BEHIND THE CONCESSION.
- 19 BAG ALL TRASH AND SET IT BEHIND YOUR CONCESSION DURING OPERATING HOURS AND, AFTER CLOSING, PLACE IT AT THE ROAD FOR PICK-UP BY SANITATION WORKERS. **DO NOT USE THE CANS IN FRONT OF YOUR CONCESSION.**
- 20 CONCESSIONAIRES MUST AGREE TO KEEP AN ATTENDANT IN THEIR BOOTHS DURING ALL FESTIVAL OPERATING HOURS. NO CONCESSION MAY BE DISMANTLED BEFORE THE SPECIFIED TIME, NOR MAY ANY PART OF THE CONCESSION OR EQUIPMENT BE REMOVED ONCE IT IS IN PLACE.
- 21 FESTIVAL MANAGEMENT WILL HAVE FINAL SAY IN ANY MATTER REQUIRING ARBITRATION.
- 22 CONCESSION SUPPLY TRAILERS MUST BE LOCATED IN THE DESIGNATED AREA PROVIDED BY THE FESTIVAL (**NOT IN BACK OF YOUR STAND**). NO VEHICLE WILL BE ALLOWED NEXT TO THE CONCESSION STAND DURING FESTIVAL OPERATING HOURS.