

Nekoosa Giant Pumpkin Fest Food Vendor Application/Contract

Contact Name: _____ Business (Vendor)Name: _____

Address: _____ Wis. Sellers Permit#: _____

City, State, Zip: _____ E-Mail Address: _____

I, _____ (please print), am responsible for the vending operation of
_____ (please print). Enclosed is my fee made payable to Nekoosa Giant Pumpkin Fest.

Pumpkin Fest will be the first full weekend in October.

CONTRACT TERMS:

1. **Use/fees:** Booth Space will be used for retail of Vendors Food/beverage, and for no other purpose. Fee includes 20ft X 20ft space, electrical access, garbage dumping, and city water hookup. Vendor space is assigned by the Pumpkin Fest Committee. A fee of \$400.00 per booth space **MUST** accompany this application if paid after **March 15th**. **THIS APPLICATION MUST BE FILLED OUT COMPLETELY FRONT AND BACK OR IT WILL BE RETURNED TO YOU AND WILL FORFEIT YOUR SPACE. Any application received without the entire fee will not be accepted and the application returned.** There will be a \$25.00 fee for all NSF checks. Checks/money orders only will be accepted with the NAME OF THE BUSINESS ON THEM. Previous years vendors will be given the first right to a booth location if signed up by **MARCH 15th**. Vendor availability will be limited to the available remaining space on a "First Come, First Served" basis. **NOTE: IF CURRENT VENDORS SIGN UP WITH FULL PAYMENT BEFORE MARCH 15TH, THE BOOTH FEE WILL BE DISCOUNTED TO \$375.00**
2. **Insurance Requirements:** All food vendors (profits and non-profit) must have commercial liability insurance with \$1,000,000.00 general aggregate coverage effective throughout the term of this contract and **MUST** name "Nekoosa Giant Pumpkin Fest, Inc., PO Box 252, Nekoosa, Wisconsin 54457", as **ADDITIONAL INSURED**. Proof of insurance must be received by August. 15th. If insurance is not received by August 15th, your booth may be denied, with no refund of your application fee. This date is FINAL.
3. **Booth Needs:** All vendors will be responsible for providing their own booths, equipment, **ELECTRIC CORDS/PLUG-INS**, supplies, including signs, tables, chairs, etc. The Pumpkin Fest Committee is under no obligation to provide any buildings, supplies, etc/ Limited space is available. Booth size of 20 feet wide and 20 feet deep will be enforced and everything Vendor brings must fit inside assigned area. If additional space is needed, and adjacent booth will be available for an additional \$375.0. Anything that does not fit in assigned space will be removed from the park by 8:00 A.M. On Saturday AND Sunday. Booth space will not be assigned, sublet, shared or occupied by anyone other than the person/business named above.
4. **NO MUSIC WILL BE ALLOWED TO BE PLAYED IN YOUR BOOTH.**
5. **Loss:** Vendor bears sole responsibility for any loss or damage to equipment or merchandise. Vendor will leave the booth space clean and in the same condition it was found. Vendors agree to be responsible for maintaining their exhibit area of the Pumpkin Fest grounds in a clean and orderly manner.
6. **Licenses/Permits/Tax:** Vendor will conduct business in a safe and orderly manner and obtain all required license and/or permits (including Wood County Permits) Vendor will carry proof of all certificates for the duration of the event. Vendor is responsible for all taxes levied upon its sales and/or property.
7. **Indemnity:** Vendor indemnities and holds harmless the Nekoosa Giant Pumpkin Fest, Inc. and its Board of Directors, its volunteers and sponsors, the City of Nekoosa, Domtar Inc., and the Central Wisconsin Pumpkin Growers Association, from an and all claims, liabilities, fines, damages and expenses relating to or arising out of any act or neglect by Vendor or its employees or agents, including any and all claims for death, personal injury, property damage and theft, including reasonable attorney fees and court arising from the use by the undersigned, their agents and or assigns of these facilities.
8. **Cancellation Policy:** No rain dates will be scheduled and all fees are non-refundable. The event is held rain or shine. Nekoosa GIANT Pumpkin Fest is not responsible for loss of business or property due to electrical outage.
9. **Drink Sale Items:** All vendors are allowed to sell soft drinks and water. **NO ALCOHOL IS ALLOWED AND NO GLASS CONTAINERS.**

- 10. **Food Sale Items:** all efforts will be made by the vendor to have adequate food for the entire event, based on previous years attendance figures as provided by the Pumpkin Fest. Failure to have adequate food may result in the vendor not being allowed to participate in future Pumpkin Fest events. **WE RESERVE THE RIGHT TO LIMIT THE NUMBER OF FOOD VENDORS SELLING THE SAME CONCESSIONS, TO PROMOTE VARIETY AND PROFITABILITY. FOOD IS ONLY TO BE SOLD ON YOUR BOOTHSITE.**
- 11. **Hours of Operation:** All booths must be open for business by 9:00A.M. Saturday and Sunday, and remain open until 5:00P.M. (Saturday) and 4:00P.M. on Sunday. Any vendor closing or leaving early will not be invited back next year.
- 12. **Traffic Flow:** Vendors agree not to restrict traffic flow, either pedestrian or vehicular.
- 13. **Security:** Vendors agree to be responsible for any special security they may need
- 14. **Camping/Overnight Stays:** Camping/overnight usage fees will be charged to any vehicles/campers, etc. parked on the premises overnight Friday and Saturday nights at \$45.00 per vehicle.

For more information visit our website at: nekoosagiantpumpkinfest.com

I will be selling the following items:

- 1. _____ 2. _____
- 3. _____ 4. _____
- 5. _____ 6. _____

TO APPLY FOR A BOOTH, FORWARD 1) FULLY COMPLETED & SIGNED APPLICATION; 2) CHECK OR MONEY ORDER FOR FULL APPLICATION FEE PAYABLE TO "NEKOOSA GIANT PUMPKIN FEST" WITH NAME OF BUSINESS: AND 3) PROOF OF INSURANCE TO THE ADDRESS BELOW.

By signing this agreement, Vendor agrees to be bound to the terms listed above if application is accepted by the Nekoosa Giant Pumpkin Fest, Inc. and state he/she has authority to sign for said Vendor.

Signature Date

**Please return to:
Nekoosa Giant Pumpkin Fest
Attn: Steve Zuege
P.O. Box 252 Nekoosa, WI 54457**

Business Name _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone: Day: _____
 Evening: _____
 E-Mail: _____

Office Use Only
Date Received: _____
Amount: _____
CK# _____
Approved: _____
Space#: _____