

GREATER ALLIANCE CARNATION FESTIVAL
Rib & Food Fest

AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 20__ between Greater Alliance Carnation Festival, a non-profit corporation organized and existing under the laws of the State of Ohio whose tax mailing address is P. O. Box 3832, Alliance, Ohio 44601, hereinafter referred to as (hereinafter referred to as "GACF"), and _____, whose mailing address is _____, hereinafter referred to as "Participant".

WHEREAS, the GACF is the organizer and promoter of an annual festival known as the "Carnation Festival" which includes an event known as the "Rib & Food Fest"; and,

WHEREAS, the Participant desires to take part in the Rib & Food Fest event during the 2020 Carnation Festival.

NOW, THEREFORE, the parties hereto agree that the Participant shall take part in said event subject to the following terms and conditions:

1. Participation at Rib & Food Fest. GACF grants Participant, subject to the terms and conditions below, the privilege to occupy and use a designated area at the Rib & Food Fest to be held on _____ in the northeast parking lot of the Carnation Mall at 2500 W. State Street in Alliance, Ohio. 44601. GACF shall have the exclusive right to determine the exact location and/or booth number of Participant. Participant shall have access to the location for the purpose of setting up their booth and equipment from _____ to _____. the day before the start of the Rib & Food Fest and from _____ to _____ the first day of the Rib & Food Fest. In addition and in order to promote a diverse array of food options, GACF reserves the right to limit what types of food Participant sells per a booth. Participant desires to sell the following items:

(GACF to initial)

- | | |
|----------|-----------------|
| a. _____ | Approved: _____ |
| b. _____ | Approved: _____ |
| c. _____ | Approved: _____ |
| d. _____ | Approved: _____ |
| e. _____ | Approved: _____ |
| f. _____ | Approved: _____ |

2. Participation Fee. Participant shall pay GACF a fee of \$250 for the privilege to occupy the designated area and participation at the Rib & Food Fest. One-half of the total fee shall be paid upon the execution and return of this contract and the balance of the fee shall be paid by the end of the first day of the Rib & Food Fest.
3. Rib & Food Fest Dates: The Rib & Food Fest will be held on the following dates and times:
 - Thursday, July 30th from 4:00 p.m. until 11:00 p.m.
 - Friday, July 31st from 4:00 p.m. until 11:00 p.m.
 - Saturday, August 1st from 4:00 p.m. until 11:00 p.m.
4. Inspections and Permits. Participant shall be solely responsible for having valid food service permits from the State of Ohio or a temporary Food Service permit from the Alliance City Health Department prior to serving any food. The Alliance Fire Department and Alliance Health Department will conduct inspections between 11:45 a.m. & 2:00 p.m. on Thursday's date above. In the event a local authority does not permit Participant to participate in the Rib & Food Fest due to inspection failure, the Participant's one-half participation fee shall be forfeited.
5. Rules and Regulations. Participant stipulates and understands that it must follow and abide by all rules and regulations established by the GACF, City of Alliance, and those established by the lawful owners of the Carnation Mall. In the event the Participant fails to follow these rules and regulations, the GACF shall have the right to expel Participant from the Rib & Food Fest.
6. Participant's Obligations. Participant shall:
 - a. Maintain comprehensive liability insurance in the amount of no less than \$500,000, naming GACF as an additional insured;
 - b. Be solely responsible for any and all conduct at its operation and at all times act in a professional manner;
 - c. Be solely responsible for any and all employees, and personal property and equipment located within Participant's booth and/or control, including, but not limited to any and all damages caused by the same;
 - d. Maintain its booth in a safe, sanitary and slightly condition and in good repair;

- e. Indemnify GACF and hold it harmless from any and all claims, damages, costs and attorney fees which may result from Participant's conduct of its operation during the Rib & Food Fest;
- f. Promptly remove its property from the parking lot at the end of the event.

7. GACF's Obligations: GACF shall:

- a. Provide advance promotional work and advertising for the Rib & Food Fest, which shall be limited to publication on the GACF website and listing the event on the GACF brochures;
- b. Provide electricity and water through the event, including 4 hours after event is over. Each Participant will be supplied with two 120-volt 20-amp breaker or one 220-volt double pole 50-amp breaker. There will be an extra charge of \$100 for more than one 50amp breaker and a \$25 charge for more than two 20-amp breakers. Participant shall fill out and return the attached Questionnaire.

8. Cancellation/Suspension In the event the Rib & Food Fest time is cancelled and/or suspended due to any unexpected event, such as utility outage, weather, public safety, etc., GACF shall have no responsibility in refunding any of the Participation fee.

9. Images. GACF and Participant stipulate and agree that photographs and videos will be taken during the Rib & Food Fest, which may include Participant's business name, image and operation. Participant agrees that GACF may use these photographs and images for future promotional purposes, including, but not limited to displaying the images on its brochures and website.

10. No Sublet. Participant shall not sublet all or any part of the privileges established by this agreement.

11. Actions Detrimental to GACF. GACF puts on a community festival for the Greater Alliance area. As such, GACF reserves the right to demand Participant to remove or cease use of any sign, advertisement, and/or any other activity which GACF deems offensive and/or harmful to GACF.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year first above written.

SPONSOR:

**GREATER ALLIANCE CARNATION
FESTIVAL**

BY: _____

PARTICIPANT:

BY: _____

ITS: _____

Telephone Number: _____

Questionnaire

ELECTRIC NEEDED (CHECK ONE):

110v _____ 220v _____

HOSE HOOK UP?

Yes _____ No _____

SIZE OF TRAILER OR SPACE NEEDED:

PLEASE LIST YOUR NAME, ADDRESS, EMAIL, AND THE TELEPHONE
NUMBER WHERE YOU CAN BE REACHED:

Greater Alliance Carnation Festival
PO Box 3832
Alliance, Ohio 44601
Email: carnationribfest@gmail.com

Make checks payable to: Greater Alliance Carnation Festival