

GREATER ALLIANCE CARNATION FESTIVAL  
VENDOR CONTRACT

THIS CONTRACT 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 "Food Fest"; and,

WHEREAS, the Participant desires to take part in the Food Fest event during the 2026  
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 Food Fest. GACF grants Participant, subject to the terms and  
conditions below, the privilege to occupy and use a designated area at the Food  
Fest to be held on July 30, 2026 – August 1, 2026 on a certain portion of Simpson  
Street at the University of Mount Union 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 Festival Area for the purpose of  
setting up their booth and equipment on Wednesday July 29, 2026 at noon the day  
before the start of the 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 **\$600.00** for the privilege  
to occupy the designated area and participation at the Food Fest. One-half of the  
total fee shall be paid upon the execution and return of this contract (Due by April  
30, 2026) and the balance of the fee shall be paid July 1, 2026.

3. Food Fest Dates. The Food Fest will be held on the following dates and times:

- Thursday, July 30, 2026 from 4:00 p.m. until 9:00 p.m.
- Friday, July 31, 2026 from Noon until 9:00 p.m.
- Saturday, August 1, 2026 from Noon until 9:00 p.m.

Participant shall remove all property from the Festival area no later than 10:00 pm on Saturday, August 1, 2026.

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 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, the University of Mount Union ("University") and the City of Alliance. In the event the Participant fails to follow these rules and regulations, the GACF shall have the right to expel Participant from the Food Fest. Participant understands that some of these rules and regulations are not fully listed in this Agreement but may be obtained upon request of the Participant to GACF, the City of Alliance or the University. Some of the rules and regulations are as follows:
  - A. Participant, and their respective employees, agents, guests or invitees shall have no access to, and shall be prohibited from accessing, any University building or facility except as may be expressly agreed, in writing, by University. All University buildings shall be deemed "locked down."
  - B. University has the absolute discretion and supervision of utilization of all utilities necessary for vendor setup.
  - C. As a condition of Participant's participation in the Food Fest, Participant shall indemnify, hold harmless, and defend GACF and University, its trustees, directors, officers, staff and students, from any and all claims, demands or causes of action whatsoever arising out of or in any way related to the Participant's operation of its business at the Food Fest whether arising out of acts of the Participant or any of the employees, agents, invitees or guests of the same, including, but not limited to, reasonable attorneys' fees and costs.
  - D. Participant acknowledges and agrees that the City of Alliance Police and Fire Departments, the University's security force, and other authorized personnel approved by University shall have the right to enter upon the University real estate utilized by the Participant or their respective employees, agents,

guests and invitees, at any time during the Event.

- E. All University real estate and facilities shall be left in the same condition of cleanliness, repair and maintenance as existed on the date that Participant took possession of the real estate and facilities, except for normal wear and tear to any grass due to crowds. If Participant fails to remove its property owned or placed upon the real estate of the University, the University reserves the right to remove the property and store it at the User's expense.
- F. Participant understands that University shall have no liability for any damage to Participant's property or their respective agents, employees, invitees or guests, nor for any damage caused by the removal, storage or disposition of property. Participant further agrees to indemnify and hold the University and GACF harmless from any damage arising from the removal, storage or disposition of the property removed by University.
- G. If Participant's activities or the activities of their respective employees, agents, invitees and guests, cause damage to University real estate, personal property or fixtures, or fail to return University property to the condition that existed on the date that Participant took possession of the property and in any of such events, Participant shall be responsible and shall make prompt payment to University and/or GACF for the cost of labor and/or materials needed to repair, clean, or remediate any condition.
- H. The Participant must show evidence of proper documentation from the City of Alliance permitting them to engage or solicit such sales, and must provide evidence of approval to offer food and/or beverages by the City of Alliance Health Department.

6. Participant's Obligations. Participant shall:

- a. Maintain comprehensive liability insurance in the amount of no less than \$500,000, naming GACF and University 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 University and hold them harmless from any and all claims, damages, costs and attorney fees which may result from

Participant's conduct of its operation during the 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 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 one hour 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 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 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 and University 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 or the University.

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 \_\_\_\_\_ Amps \_\_\_\_\_      220v \_\_\_\_\_ Amps \_\_\_\_\_

Electrical Amps needed per Trailer \_\_\_\_\_ (note 50 Amps is the max).

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Greater Alliance Carnation Festival  
PO Box 3832  
Alliance, Ohio 44601  
Make checks payable to: Greater Alliance Carnation Festival

Please call/text Logan McGee at 330-309-7601 or email [mcgeelo@alliancecityschools.org](mailto:mcgeelo@alliancecityschools.org) if you have any questions.

**\*NOTE – ALL TRAILERS WILL NEED TO BE REMOVED SATURDAY NIGHT!**

**Please have this form when the Fire department arrives for your inspection!**

Date: \_\_\_\_\_

Event: \_\_\_\_\_

Vendor: \_\_\_\_\_



All Mobile Food Units	YES	NO	N/A
<b>Carbon Monoxide Detection</b>			
Is there at least one carbon monoxide detection device in the unit? (except where no CO is produced)			
<b>Portable Fire Extinguishers</b>			
Is there at least one 5# ABC portable fire extinguisher in the unit? (except open air hand propelled carts)			
Is the extinguisher readily accessible by unit operator?			
<b>Electrical Equipment and Wiring</b>			
Only grounded plugs are to be used.			
No open or frayed wiring			
Extension cords are to be of the appropriate size and rated for outdoor use.			
Only fused multi-plug strips are permitted.			
All connections are weather sealed and off the ground.			
All extension cords exposed to foot traffic are protected with appropriate bridging.			
<b>No Smoking Signs</b>			
Are "no smoking" signs conspicuously posted inside the mobile food unit?			
If compressed gas is stored or kept, are there also "no smoking" signs posted outside the unit in the vicinity of every location where the gas is stored or kept?			
<b>Generators</b>			
Is the generator being fueled while the mobile food unit is in operation?			
Is the generator being fueled while the generator is in use?			
<b>Not Obstructing Fire Protection Equipment</b>			
Does the mobile food unit block fire lanes?			
Does the mobile food unit block fire hydrants?			
<b>Separation Distances (for units with a generator or fuel source other than the vehicle fuel tank)</b>			
Is the mobile food unit separated from other mobile food units by a clear space distance of 3 feet? (not including awnings and other appurtenances)			
Is the mobile food unit separated from entrances and other exits of buildings or structures by a clear space distance of 10 feet? (not including awnings and other appurtenances)			
Is the mobile food unit separated from combustible materials by a clear space distance of 10 feet? (not including awnings and other appurtenances)			
<b>Mobile Food Units with Commercial Cooking Equipment</b>			
<b>Portable Fire Extinguishers</b>			
If the unit uses cooking equipment that involves vegetable or animal oils and fats, is there at least one Class K portable fire extinguisher in the unit? (in addition to the one 5-pound ABC extinguisher)			
<b>Egress</b>			
Are there at least 2 means of egress in the unit?			
Are the means of egress remotely located from each other?			

Are the means of egress at least 5.7 square feet?	
<b>Mobile Food Units with LP-Gas</b>	
<b>Emergency Shut-off Controls</b>	
Does the mobile food unit have marked exterior emergency shut off controls?	
Are the controls readily distinguishable and accessible?	
Do the controls have a quarter-turn manual gas ball valve?	
Do the controls have permanent signage mounted at the location of the controls that states: "EMERGENCY GAS SHUT-OFF VALVE"?	
<b>LP-Gas Storage, Use and Handling</b>	
Are all propane tanks kept in a secure manner?	
Are cylinders located in such a manner as to minimize exposure to excessive temperature rises, physical damage, and/or tampering?	
<b>All Vendors not Cooking</b>	
<b>Fire Lanes &amp; Means of Egress</b>	
A 20 foot fire lane is present down the center of the vendor area.	
A 10' access on all sides of fire hydrants is maintained.	
Vendors do not block the means of egress of other vendors or buildings.	
<b>Electrical Equipment and Wiring</b>	
Only grounded plugs are to be used.	
No open or frayed wiring	
Extension cords are to be of the appropriate size and rated for outdoor use.	
Only fused multi-plug strips are permitted.	
All connections are weather sealed and off the ground.	
All extension cords exposed to foot traffic are protected with appropriate bridging.	
<b>Portable Fire Extinguishers</b>	
Is there at least one 5# ABC portable fire extinguisher in the unit?	
Is the extinguisher readily accessible by unit operator?	
<b>Tents</b>	
Documentation of flamereatardency must be present.	
Means of egress are maintained.	
In assembly tents, "No Smoking" signs are posted.	
Tent sides are open on all 4 sides, if not, exit and emergency lighting must be present at each exit. When sides are present, the sides at the exits must be a contrasting color.	
10 x 10 pop-up style tents or similar canopies are to be weighted and tied at the corners.	