

# TRIGG COUNTY COUNTRY HAM FESTIVAL

OCTOBER 13 & 14, 2017

## CONTRACT

This **CONTRACT**, made and entered into by and between the **TRIGG COUNTY COUNTRY HAM FESTIVAL COMMITTEE**, hereinafter referred to as "**Festival Committee**," & the **VENDOR**, named on Page 3 hereof, hereinafter referred to as "**Vendor**," under the following terms and conditions:

### **FEES and ATTENDANCE:**

1. All Booths are rented for the entire two (2) days of the Festival.
2. Current Map, with fees shown, is attached hereto as "EXHIBIT A," and made a part of this Contract, as if set out in full.
3. Vendor **payments AFTER SEPTEMBER 22, 2017, REQUIRE a money order, cashier's check, or cash prior to set up** at the Festival.
4. Your Contract due date and fee is shown on Page 3. Contracts must be **POSTMARKED ON, or PRIOR TO, the DUE DATE**. If you **MISS your DUE date, you will OWE A LATE FEE of Twenty Dollars (\$20.00) PER BOOTH SPACE, prior to set-up.**
5. The **final deadline to obtain a space as a Vendor is September 30, 2017. NO** Contracts accepted after September 30, 2017.
6. The Festival Committee is NOT responsible for mail service. There will be **NO** reminders. Requested second mailings will be mailed for a \$5.00 fee.
7. This is an outdoor festival – **come prepared**. No fees returned due to weather, or if you choose to, or are asked to, leave the Festival for any reason.
8. **Festival Committee does not verify, or abide by, any franchise affiliation, names, rules, or policies.**
9. In the event you must cancel, to keep and reserve your space for next year, you may forfeit this year's fee, and reserve your same space for next year; however, you **must** contact Booth Chairperson. No shows, with no notice, forfeit their booth space in the future.

### **ARRIVAL – IMMEDIATELY CHECK-IN:**

10. **FOOD VENDORS in SECTIONS C & D:** SEE "FOOD VENDOR ADDENDUM TO CONTRACT" attached hereto as "EXHIBIT B," and made a part of this Contract, as if set out in full, for your SPECIFIC CHECK-IN LOCATION and SET UP INSTRUCTIONS.
11. **ALL OTHER VENDORS:** CHECK-IN at the Festival WITH EVENT STAFF PERSON IN YOUR AREA - **IMMEDIATELY** upon arrival – **PRIOR to set up**. You will be given a packet with information you need while at the Festival – including any last minute booth changes or notices. If you **OWE** for your space, a late fee, or any other fees, **YOU MUST check-in at the Ham Festival Information Booth No. 81. Payments MUST be made by CASH ONLY at Festival.**

### **HAM FESTIVAL COMMITTEE / INFORMATION BOOTH:**

12. Will be located in Booth Space No. 81, as shown on the Map attached hereto as "EXHIBIT A."
13. You must go to the Committee Booth with any questions, requests, concerns, or any other issues. The Committee Booth will be staffed: **THURSDAY - 2:00 p.m. to 6:00 p.m.; FRIDAY - 6:00 a.m. to 5:00 p.m.; SATURDAY - 7:00 a.m. to 5:00 p.m.**
14. The Committee will have BAGS OF ICE FOR SALE, as well as, Official 2017 Ham Festival T-Shirts, and other items during Booth Hours.

### **BOOTH SET UP – ONLY ONE VEHICLE - PER VENDOR - ALLOWED IN FESTIVAL AREA:**

15. **THURSDAY: Tents and Large/Heavy Items may be brought in and set up AFTER 4:00 p.m. DO NOT BLOCK HWY. 68 – IT MUST BE KEPT OPEN.**
16. **FRIDAY & SATURDAY: Vehicles removed from Street BY 8:30 a.m.; OPEN for business by 10:00 a.m.** LATE arrivals must WALK/CARRY in items.
17. **NO VEHICLES – are to enter, or leave, through Food Court - Section D (Marion Street) - EXCEPT FOOD VENDORS in Section D.**

### **FESTIVAL HOURS:**

18. **FRIDAY & SATURDAY:** 10:00 a.m. to 9:00 p.m. – MAY stay open as late as you want - Nightly Concerts on Stage 6:00-9:00p.m. (appx.)
19. **SUNDAY:** **Carnival at the Park (Section K) WILL BE OPEN FROM NOON TO 5:00 p.m.**  
Booths in **Section K may** open on Sunday from 11:00 a.m. (must be ready for business) to 5:00 p.m.
20. **NO VEHICLES - allowed in the Festival area AFTER 8:30 a.m. or before 6:30 p.m. (in most sections) – NOT even for re-stocking.**

### **BOOTH TEAR DOWN – ONLY ONE VEHICLE - PER VENDOR - ALLOWED IN FESTIVAL AREA:**

21. **FRIDAY & SATURDAY:** **AFTER 6:30 P.M. – EXCEPT SECTIONS B, C, D, E [Janice Mason Art Museum to Trigg Co. Justice Center] NO VEHICLES ALLOWED UNTIL AFTER THE MAIN CONCERT & FIREWORKS [approximately 9:00 p.m.]**  
You may close and WALK any merchandise out of these Sections to your vehicle – **EXCEPT DURING CONCERT.**  
Festival closes after the fireworks at appx. 9:00 p.m. You may leave large items until **EARLY SUNDAY Morning.**
22. **SUNDAY:** Tents, Large Tents, Trailers, etc., **MUST BE OFF THE STREET by 9:00 a.m.** and your space entirely cleaned up.
23. **NO VEHICLES – are to enter, or leave, through Food Court - Section D (Marion Street) - EXCEPT FOOD VENDORS in Section D.**

### **BOOTH SPACES:**

24. Vendors may NOT sublet spaces, or give contracts for their booth spaces, to another Vendor or prospective Vendor.
25. **DO NOT move into any other space at any time.** The Booth Chairperson must make ALL changes for any reason.
26. No booth is to be left unattended for any reason during the main Festival Hours.
27. Booths **may** remain open during the scheduled Friday and Saturday night activities, and Food Booths are encouraged to stay open.
28. Booth spaces are **approximately 20' x 10'** – some permanent marked parking spaces will be used. You **MUST** be within your SPACE MARKED with TAPE.
29. Extensions over spaces are **NOT** permitted. Food Vendors with Concession Trailers in Food Court **may** be **pre-approved** for extensions with additional fee.
30. ALL Vendors are required to stay within, or immediately in front of, your assigned booth space.
31. **DO NOT go into other booth spaces soliciting, or follow Festival attendees down the street.**
32. **NO WALKING TO SELL – SOLICIT – GIVE AWAY - OR HAND OUT ANYTHING.**
33. **DO NOT MOVE**, or attempt to move, any flower containers, benches, trash containers, etc., on the sidewalks, light poles, or streets in the Festival area.
34. Vendors must bring their own tables, chairs, TRASH CONTAINERS, and needed equipment. **DO NOT use Festival Containers for Your trash.**
35. No music/TV is to be played in booth without the prior consent of the Booth Chairperson. If allowed, it **must** be at a low volume, and reflect family values.
36. Vendors will be allowed to raffle rifles, provided no ammunition is brought to the Festival. Rifles must: be secured in boxes/displays; NOT be picked up; and, remain inside your booth space, and possession, at ALL times. Rifles are NOT to be left unattended or overnight.
37. Vendors should take precautions to protect your booth, tent, and items in your booth against weather, crowds, and accidents. Vendors are responsible for any damage to downtown businesses and adjacent booth spaces if your tent/cover/items are blown out of your space. If bad weather occurs, please check and clean up your booth area **immediately**. The Festival Committee is NOT responsible for: any damage and/or accidents caused by Vendors' tents/covers, any item(s) therein, or clean-up of your space.

### **ELECTRIC and WATER HOOKUPS:**

38. **FOOD VENDORS – See "Food Vendor - Addendum to Contract," attached as "EXHIBIT B," and made a part of this Contract, as if set out in full**
39. **OTHER VENDORS** must have a **CRITICAL** need to be approved for electricity. Vendors approved for electricity or generators, **MUST** use #12 extension cords, or larger. No unnecessary equipment, or lights, is to be used. Vendors are responsible for keeping cords taped down during the entire Festival with Electricity disconnected (no refund) until you meet requirements. Vendors are responsible for any accident caused by your extension cords.

## PROHIBITED ITEMS:

40. The following items are **NOT ALLOWED TO BE USED, SOLD, DISPLAYED, OR GIVEN AWAY AS PRIZES:**
  - a. **Civil War memorabilia, flags, clothing, pictures, stickers, etc.;**
  - b. **LIVE ANIMALS;**
  - c. Play or fake money of any kind;
  - d. Aerosol cans, bottles, etc., designed to dispense string, streamers, foul smells, paint, or similar things;
  - e. REAL items of a war-like nature that are sharp, such as, swords, knives, bows & arrows;
  - f. Real or play cigarettes, candy cigarettes, snappers, poppers, or other noise makers;
  - g. **Suggestive female/male posters, stickers, or any other item of this nature, not considered family oriented;**
  - h. **ALCOHOL**, any food or product containing alcohol, or pictures advertising any alcohol product, or any other item of this nature; or
  - i. Any item, material, or substance illegal in the Commonwealth of Kentucky.
41. Violators will be given ONE WARNING. If Vendor continues to be in violation, they may be asked to leave the Festival immediately, will NOT receive a Contract in future years, and law enforcement authorities may be notified.
42. **NO** golf carts, mules, gators, or similar vehicles, are to be used by anyone other than WKDZ Broadcasters on duty, Law Enforcement Officers on duty, and the Festival Committee.

## WASTE AND TRASH MANAGEMENT:

43. All Vendors **MUST PROVIDE YOUR OWN TRASH CONTAINER - WITH LINERS - AT YOUR BOOTH. NO EXCEPTIONS!**
44. Festival Committee does **NOT** furnish trash containers on the street for Vendors to unpack/use. **Vendors are NOT to use the Festival trash containers.**
45. A dumpster will be provided **BEHIND** the Renaissance Square Stage Area, on ICE HOUSE ROAD. **VENDORS MUST DISPOSE OF ALL YOUR OWN TRASH/WASTE/OIL: DURING the day; At the END of EACH day; and, AT THE CLOSE OF THE FESTIVAL. Vendors MUST TAKE ALL TRASH/WASTE/OIL to the dumpster provided, or home with you - including any covering or tarp under your equipment.**
46. **NOTHING may be placed on the sidewalks.** All containers, tanks, equipment, etc., **MUST BE WITHIN** your assigned Booth space.
47. Nothing is to be hosed off, washed off, or emptied on the grass, sidewalk, lot, or street. **Do NOT drain coolers or allow water to run out of your Booth.**
48. All Booth areas are to be left as they were found. **VENDORS ARE RESPONSIBLE FOR ALL CLEAN UP IN BOOTH SPACE.**

## HEALTH DEPARTMENT PERMIT:

49. **PRIOR TO THE FESTIVAL**, Booths selling ANY TYPE OF FOOD must complete an Application to obtain a Temporary Permit in advance from the Pennyriple District Health Department, for the Festival. The Pennyriple District Health Department's Application and Temporary Food Establishment Guidelines are attached as "**EXHIBIT C,**" and made a part of this Contract, as if set out in full.
50. **RETURN** the **APPLICATION** and **FEE of \$50.00, payable in advance, by check or money order, to the: Pennyriple District Health Department, at P. O. Box 191, Cadiz, KY 42211. DO NOT RETURN your application and/or fee with your Contract.**
51. Representatives from the Health Department will be present at the Festival, and may inspect booths, at any time. If you have questions, contact the Trigg County Environmentalist, with the Pennyriple District Health Department, Phone No. (270) 522-7189. Office hours are 7:30 to 9:00 a.m., Monday - Friday.

## KENTUCKY TAX PERMIT:

52. **ALL VENDORS MUST PAY** Kentucky Sales Tax on **everything sold at the Festival.**
53. **PRIOR TO THE FESTIVAL**, you should contact the KY Department of Revenue, Division of Field Operations, in Hopkinsville, KY, Telephone No. (270) 889-6521, to obtain information pertaining to Kentucky Sales Tax. Contacting the Department in advance will enable you to become familiar with the required tax payment, and eliminate problems for you during the Festival.
54. A list of all Vendors names and addresses will be given to the KY Revenue Department, and a Field Representative may be present at the Festival.
55. Failure to pay KY sales tax owed may result in action against you by the Department, and you will NOT be allowed to return to the Festival.

## CITY OF CADIZ, KY - RESTAURANT TAX / PROOF OF INSURANCE REQUIREMENTS:

56. **ALL FOOD VENDORS, with the exception of nonprofit organizations with a 501(3)(c), MUST PAY the City of Cadiz Restaurant Tax in the amount of three percent (3%) of your gross receipts on ready-to-eat food & beverage sales at the Festival to the City of Cadiz by NOVEMBER 15, 2017.**
57. The required City of Cadiz Restaurant Tax Form to be submitted with your payment is attached as "**EXHIBIT D,**" and made a part of this Contract, as if set out in full. If you have questions, contact Cadiz City Hall, Phone No. (270) 522-8244.
58. A list of all Food Vendors names and addresses will be given to the City of Cadiz, and a Representative will be present at the Festival.
59. Failure to pay the City Restaurant Tax owed may result in action against you by the City of Cadiz, and you will NOT be allowed to return to the Festival.

## MISCELLANEOUS:

60. **NO SMOKING** in any Booth space selling and/or preparing food.
61. **NO PETS** are to be brought into the Festival area by Vendors.
62. Absolutely **NO FOUL LANGUAGE** is to be used at any time.
63. Vendors, or anyone working for them, creating ANY disturbance, including arguing with, or cursing, any Festival Committee Member, Event Staff, another Vendor, and/or Festival attendee, or violating any provision of this Contract, **may** be asked to leave immediately, and will NOT receive a Contract for future Festivals. Vendors, or anyone working for them, are NOT allowed to park in the Reserved Food Vendor Parking Area without paying for Reserved Parking.
64. Vendors not adhering to the conditions set forth in this Contract will be asked to close their Booth, without a refund, and will forfeit any clean up deposit paid, and the right to return in the future.
65. The Festival Committee reserves the right to make necessary additions, changes, or deletions to this Contract.
66. This Contract will be governed by the Laws of the Commonwealth of Kentucky.
67. The Festival Committee is NOT responsible for loss, damage, or injury to Vendor, Vendor's workers, Vendor's family, or Vendor's personal property for any reason. Your signature hereon releases the Festival Committee from any and all liability.
68. Vendor agrees to release, discharge, and covenant to hold harmless the Festival Committee, City of Cadiz, and any other component, from all actions, causes of action, claims, damages, cost, and expenses because, or in any way growing out of, directly or indirectly, known or unknown personal injuries or property damage, as a result of Vendor's, participation in the Festival.
69. This Contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind, preceding the date of this Contract, shall not be binding on any party except to the extent incorporated in this Contract.
70. The parties agree the draftsman of this Contract shall not be considered when interpreting or resolving any ambiguities contained herein.
71. The headings in this Contract are solely for the convenience of the parties, and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Contract.
72. Failure, or delay, of the Festival Committee to terminate this Contract, because of any default, shall not operate as a waiver by the Festival Committee of the right to terminate this Contract in the event of any subsequent, or other, default by the Vendor, or Vendor's agent.
73. In case of legal proceedings in enforcement of any provision of this Contract, all expenses incurred by Festival Committee, including attorney's fees and costs, shall become due from Vendor as incurred, and in case of judgment in Festival Committee's favor shall be included therein.

**KEEP:** PAGES 1 & 2 of this Contract, and ONE COPY of PAGE 3 - for your records.

**RETURN:** ONE SIGNED & COMPLETED COPY of PAGE 3

**ENCLOSE:** CHECK (before 9/22/17), MONEY ORDER, or CASHIER'S CHECK – Payable to the CITY OF CADIZ

**MAIL:** TO TRIGG CO. HAM FESTIVAL, P. O. Box 503, Cadiz, KY 42211

Vendor's signature on this document indicates that *I have READ the ENTIRE CONTRACT*, have the right to bind the named Vendor, and agree to abide by ALL of its terms and conditions. I understand that if I, or any person(s) with me, and/or designated to work for me, do not abide by the terms and conditions specified in this Contract, the **BELOW NAMED VENDOR IS RESPONSIBLE**. Vendor, or agent(s), may be asked to leave the Festival, and may further relinquish any right to attend future Festivals as a Vendor.

TRIGG COUNTY COUNTRY HAM FESTIVAL

VENDOR NAME:

By: \_\_\_\_\_  
Melissa S. Noel, Booth Chairperson

By: \_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 2017

DATE SIGNED: \_\_\_\_\_, 2017

MAILING ADDRESS:

P. O. Box 503  
Cadiz, KY 42211  
Telephone No.: (270) 522-8756, Ext. 32

CURRENT MAILING ADDRESS:

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone Nos.: Home: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

YOU ARE ASSIGNED - BOOTH NO(S). \_\_\_\_\_ in SECTION \_\_\_\_\_

CONTRACT & TOTAL of \$ \_\_\_\_\_ DUE \_\_\_\_\_, 2017

There will be a \$25.00 RETURN CHECK FEE. If *Postmarked AFTER* this date, ADD \$20.00 late fee.

Money Order or Cashier's Check REQUIRED AFTER SEPTEMBER 22, 2017. NO CONTRACTS ACCEPTED AFTER SEPTEMBER 30, 2017.

**ALL VENDORS - COMPLETE THE FOLLOWING:**

Check ALL That Apply: My Booth will be used for: \_\_\_\_\_ Food \_\_\_\_\_ Handmade Craft Sales \_\_\_\_\_ Raffles  
\_\_\_\_\_ Misc. Merchandise Sales \_\_\_\_\_ Giveaways/Promotions \_\_\_\_\_ Display/Information Only  
\_\_\_\_\_ Other (Describe) \_\_\_\_\_

**DESCRIBE EXACTLY WHAT YOU WILL BE DOING / SELLING IN YOUR BOOTH SPACE AT OUR FESTIVAL:**

This information will be used: To determine cost; in Festival handouts, guides, and information; and/or, to determine Booth placement. If you do NOT list an item, give away, or free sample, and the Booth next to you did, and is selling a similar or identical item – **YOU WILL NOT be allowed to sell or give away that item.**

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TRIGG COUNTY COUNTRY HAM FESTIVAL

VENDOR NAME:

By: \_\_\_\_\_  
Melissa S. Noel, Booth Chairperson

By: \_\_\_\_\_  
(Signature) Title: \_\_\_\_\_

DATED: \_\_\_\_\_, 2017

DATE SIGNED: \_\_\_\_\_, 2017

MAILING ADDRESS:

CURRENT MAILING ADDRESS:

P. O. Box 503  
Cadiz, KY 42211  
Telephone No.: (270) 522-8756, Ext. 32

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone Nos.: Home: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

YOU ARE ASSIGNED - BOOTH NO(S). \_\_\_\_\_ in SECTION \_\_\_\_\_

\$ \_\_\_\_\_ SPACE(S)  
\$ \_\_\_\_\_ ADDITIONAL FEET - (over 20) at \$10.00 per foot  
\$ \_\_\_\_\_ ELECTRIC & WATER  
\$ \_\_\_\_\_ RESERVED Parking [FOOD VENDORS ONLY - \$25.00 for EACH Supply Truck or Trailer]  
\$ \_\_\_\_\_ CLEAN UP DEPOSIT – REFUNDABLE [Vendors using any type Grill/Oil]

**CONTRACT & TOTAL of \$ \_\_\_\_\_ DUE \_\_\_\_\_, 2017**

There will be a \$25.00 RETURN CHECK FEE. If Postmarked AFTER this date, ADD \$20.00 late fee.  
Money Order or Cashier's Check REQUIRED AFTER SEPTEMBER 22, 2017. NO CONTRACTS ACCEPTED AFTER SEPTEMBER 30, 2017.

**ALL VENDORS - COMPLETE THE FOLLOWING:**

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\_\_\_\_\_ Misc. Merchandise Sales \_\_\_\_\_ Giveaways/Promotions \_\_\_\_\_ Display/Information Only  
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