

**2022 Black Diamond Music & Arts Festival Food
Vendor Contract**

This Contract is between _____ (“Vendor”) and Black
Diamond Music and Arts Festival (“BDMF”). Dated this ___ day of _____ 2022.

Company Name: _____

Booth Name (if different than Company Name): _____

Contact Name: _____

Cell Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Website: _____

Twitter: _____

Facebook: _____

Instagram: _____

Contact Breanna Kitchen at bkitchen@blackdiamondmusicfestival.com or (740)249-5265 for any questions regarding the completion of this form .

Section 1 - Grant of Space

- The deadline to complete and return this contract is April 1st, 2022.
- Upon acceptance of the vendor application, signed contract, and receipt of payment, BDMF will grant Vendor the right to use a designated booth in the festival (the “Space”).
- The festival will take place on Hocking College Campus in Nelsonville, Ohio on Friday, June 10th and Saturday June 11th.
- Final site plan, specific vendor Space assignments and load-in instructions will be forwarded by BDMF via email by June 1st, 2022.
- Vendor’s use of the space is non-transferable. Vendor may not allow anyone else to use the Space without the express permission of BDMF.
- Vendors must provide all tents and tables. No chairs are to be set in food vendor lot for customers.
- All electrical equipment brought on-site must follow BDMF electrical guidelines. Electrical vendor form must be filled out and returned by May, 1st, 2022 to gage power needs. All cords, multi-plugs must be provided by vendor. If power needs are in excess of #1-20-amp circuit, additional charges will apply.
- Vendor responsible for water hoses/splitters and electrical cords. Festival maintenance may be available to assist if set up during normal set up hours (approx. 2:00p[m-5:00pm). Your signature below verifies you understand and are in agreement to this arrangement.

Section 2 - Vendor Items

- You must attach a list of item(s) for APPROVAL to display and/or sell in your Space. Include a photo or website link of each product being offered and describe the type of display, presentation and items to be sold.

- Vendor must keep property and food items within the allotted boundaries of said vendor Space.
- BDMF may inspect vendor merchandise at any time to determine that it is consistent with the merchandise represented in the application.
- Vendor is prohibited from selling counterfeit items, unlicensed merchandise, guns, ammunition, alcohol, drug paraphernalia, items prohibited by Ohio or Federal law or any merchandise that BDMF, at its sole discretion, considers racist, discriminatory or offensive.
- Vendors may not sell beverages including soda, alcohol, water, non-alcoholic etc. of any kind without approval of BDMF. If beverage sales are approved in vendor booths, those will be approved beverage partners of BDMF. Approved beverages to be sold must be purchased from BDMF and not an outside source. Consumer pricing to be set by BDMF and remain consistent throughout all festival vendors selling approved beverages. Approved beverages to sell (i.e. non-alcoholic, fresh coffee, teas, juices, smoothies, etc.) must be served in a collapsible cup.
- Vendors may not sell any item with the BDMF logo. Additionally, vendors may not sell any item with the name or image of any act performing at the festival.
- Vendors must provide their own monetary change for customer transactions. BDMF will not provide or arrange for cash change. Please plan accordingly.
- Vendors will provide quality food product and a food truck that is staffed by clean, professional and courteous personnel.

What will you be vending? (Please be very descriptive)

Section 3 - Insurance

- BDMF requires that a Certificate of Insurance be filed with our office.
- The Certificate is to show a minimum coverage of \$100,000 per occurrence, \$100,000 aggregate General Liability and \$10,000/person Medical Expense.
- Black Diamond Music and Arts Festival must be named as Additional Insured and shown as Certificate Holder.

- Please ensure the term of the insurance (effective date to expiration date) covers June 10th, 2022 through June 11th, 2022.

Section 4 – Laws, Regulations and Permits

- Vendor must load in prior to festival operation hours. **LOADING IN OR OUT WILL NOT BE ALLOWED DURING FESTIVAL OPERATION HOURS.** Remember you have been selected by our festival because of what you bring to our celebration, please be open for business during the stated festival operation hours.
- For security purposes, any vehicle not displaying a vendor's parking pass, (to be provided at a later date) will not be admitted into the vendor area. **NO EXCEPTIONS.**
- Vendor is responsible for obtaining and paying for all business licenses, permits and taxes that are required for its operation including state sales tax. Vendor shall provide BDMF with a valid W-9 in order to sell product at the festival.

Section 5 - Green Guidelines

BDMF strongly encourages environmental responsibility. The following are suggested ways your booth can exhibit eco-friendliness:

- Minimal usage of plastic bags

Section 6 - General Terms

- BDMF offers no guarantees or warranties of any kind.
- The event is rain or shine; no refunds will be offered for a no-show.
- Vendor must be set-up and ready for operation by 3:00p.m. Friday, June 10th and remain operable for all festival hours. Non-compliance may result in forfeiture of booth space.

- Vendors must remove all products and equipment at the end of the festival. Vendor must remove their own trash and properly discard in appropriate trash and or recycling receptacle.
- Vendors must leave the Space waste-free and in the same condition as when provided.
- Vendor must vacate the festival grounds not later than 12 noon, Sunday, June 12th
- Highly suggested that vendor not vacate the festival prior to the official closing time of 12:01AM Sunday June 12th, 2022 without express permission of BDMF. Violation will result in not being permitted back for future festivals.
- Solicitation - No use of bullhorns or other forms of oral solicitation, customer or perceived incentives in exchange for business. This behavior is grounds for immediate dismissal and you will not receive a refund.
- No motorized vehicles are permitted during event hours. We recommend using dollies, carts, etc.
- Overnight security is provided but BDMF is not liable for theft or damage to equipment and/or inventory when vendor staff does not attend vendor booths.
- Staff credentials are non-transferrable and are to be used by working staff only

Section 7 - Causes for Denial or Revocation of Selling Privileges & Disciplinary Actions, and Result Thereof

- Any Vendor who does not abide by guidelines set forth as described on the application, seeks to evade or refuses to make payment of the proper rental and space fees, or ignores the festival operational guidelines will be denied selling privileges and required to leave.
- Use of racial or ethnic slurs, profanities, derogatory language and other inappropriate behavior will not be tolerated on the festival premises and will be cause for denial of selling privileges and required to leave.
- BDMF may revoke this contract, canceling Vendor's right to occupancy, if BDMF believes, at its sole and complete discretion that Vendor has violated any of the terms of this contract.
- If BDMF revokes Vendor's selling privileges or otherwise cancels this contract under the terms listed above, Vendor will immediately vacate under the terms of this contract.

Section 8 - Payment

- Full payment must accompany submission of this contract. Payment can be made via check or credit card.

There will be a 3% charge for processing a fee for payment made via card

I HAVE READ, UNDERSTAND AND WILL COMPLY WITH ALL RULES AND REGULATIONS AS OUTLINED IN THIS APPLICATION.

Vendor Name: _____

Authorized Signature: _____

Please make a copy of this contract for your records. Signed contracts will remain at the BDMF office.

DEPOSIT: CHECK OPTION THAT APPLIES

\$250.00 non-refundable with automatic charge of remaining \$250.00 May 1st 2022 ()

\$250.00 non-refundable paid by check. Will provide check for remaining balance by May 1st 2022 ()

PAYMENT INFORMATION:

Food Vendor:

Truck Space: \$500.00 #needed_____

FEE PAYMENT - CREDIT CARD INFORMATION:

Type of card: _____ MasterCard _____ Visa _____ American Express _____ Discover

Card Number: _____ Exp. Date: _____

Security code _____

Name on Card: _____

Card Billing Address:

Phone: _____

Make checks payable to: Black Diamond Music and Arts Festival, LLC
Mail to: Hocking College, 3301 Hocking Parkway, Nelsonville, OH 45764