

**2023 Black Diamond Music & Arts Festival Food  
Vendor Contract**

This Contract is between \_\_\_\_\_ (“Vendor”) and Black Diamond Music and Arts Festival, LLC And Hocking College (“BDMF”). Each occurrence of Black Diamond Music and Arts Festival on Hocking College grounds, is referred to as the “Festival.”

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Company Name: \_\_\_\_\_

Booth Name (if different than Company Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Twitter: \_\_\_\_\_

Facebook: \_\_\_\_\_

Instagram: \_\_\_\_\_

Please send an email with pictures you would like us to use for marketing and advertising purposes. Contact at [Claryc17306@hocking.edu](mailto:Claryc17306@hocking.edu) or (740) 542-9658 for more information.

## Section 1 - Grant of Space

- The deadline to complete and return this contract is May 12<sup>th</sup>, 2023.
- Upon acceptance of the vendor application, signed contract, and receipt of payment, BDMF will grant Vendor the right to use a designated Space in the festival.
- The festival will take place on Hocking College Campus in Nelsonville, Ohio on Friday, June 9<sup>th</sup> and Saturday June 10<sup>th</sup>.
- Final site plan, specific vendor Space assignments and load-in instructions will be forwarded by BDMF via email by May 29<sup>th</sup>, 2023.
- 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.
- Vendor must provide all tents and tables. No chairs are to be set in the 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, 12<sup>th</sup>, 2023 to gauge power needs. All cords, multi-plugs must be provided by the vendor. If power needs are in excess of one 20-amp circuit, additional charge of \$25.00 will apply.
- Vendor responsible for water hoses/splitters connecting food trucks to the provided water supply.
- Vendor responsible for electrical cords and connectors to plug into the provided electrical box.
- Festival maintenance may be available to assist if set up during normal set up hours
- **Thursday June 8<sup>th</sup>, 2023: 12:00pm-5:00pm**
- **Friday June 9<sup>th</sup>, 2023: 9:00am - 12:00pm**
- Vendors must be in designated Space by Friday June 9<sup>th</sup>, 2023 at 12:00pm.
- If you have a refrigeration truck that needs extra space with power, they will be first come first serve. These spaces will be an extra \$50.00 charge.
- Vendor trailer/truck must be 28 feet from tongue to bumper. For every 5 feet after that, there will be an extra \$50.00 charge.
- 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.
  - Vendor must sell PEPSI products. Vendor may not sell beverages including soda, alcohol, water, non-alcoholic etc. of any kind without approval of BDMF.
  - Consumer pricing to be set by BDMF and remain consistent throughout all festival vendors selling approved beverages.
    - Bottled Pop: \$3.00
    - Canned Pop: \$2.00
    - Water: \$2.00
  - Approved beverages to sell (i.e. non-alcoholic, fresh coffee, teas, juices, smoothies, etc.) must be served in a collapsible cup.
  - Vendor 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.
  - Vendor must provide their own monetary change for customer transactions. BDMF will not

provide or arrange for cash change. Please plan accordingly.

- Vendor will provide quality food products and a food truck that is staffed by clean, professional and courteous personnel.

### **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 9<sup>th</sup>, 2023 through June 10<sup>th</sup>, 2023.

### **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 by May 12th, 2023 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
  - Paper containers
  - Paper plates/bowls
  - Paper straws
  - Utensils free from plastic wrapping

### **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 9th, 2023 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 receptacles. Your designated receptacles will be given to you upon arrival.
- 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 11th, 2023.
- Highly suggested that the vendor not vacate the festival prior to the official closing time of 12:01AM Sunday June 11th, 2023 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
- You will be supplied with Five weekend pass wristbands upon arrival. You will need to provide a list of all employees that will be working for you. Please do so in the space below. If there are any changes, notify Corey Clary upon receiving your wrist bands.

**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.

**Initial:**\_\_\_\_\_

**2023 Black Diamond Music & Arts Festival Food  
Vendor Contract**

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

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List the names of employees you will have working the festival:

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

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

Authorized Signature: \_\_\_\_\_

Vendor Phone Number: \_\_\_\_\_

**Send signed copy to [Claryc17306@hocking.edu](mailto:Claryc17306@hocking.edu). Please make a copy of this contract for your records. Signed contracts will remain at the BDMF office. See page 6 for payment options.**

**Section 9 – Payment**

Please check all that apply. Email this form to [Claryc17306@hocking.edu](mailto:Claryc17306@hocking.edu) with your signed contract. 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.

- **Number of spaces:** \_\_\_\_\_
- **(x) \$250.00 Space fee:** \_\_\_\_\_
- **(+) \$50.00 refrigeration truck space and power source** \_\_\_\_\_
- **(+) \$50.00 five feet space extension fee** \_\_\_\_\_ **(# of five feet increments)**  
\_\_\_\_\_
- **(-) Amount of credit on file with Hocking College:** \_\_\_\_\_

**TOTAL:** \_\_\_\_\_

**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: You may call to make this payment over the phone as well. (740) 753-7029

Be sure to disclose that you are making a "Food vendor payment for BDMF23"

Check here if you called and made this payment. \_\_\_\_\_

Make checks payable to: **Black Diamond Music and Arts Festival, LLC**

Mail to: **Hocking College, 3301 Hocking Parkway, Nelsonville, OH 45764**