



Celebrate National Honey Month at Ohio's Honey Festival!

September 9th & 10th

2022 CONCESSIONAIRE APPLICATION & CONTRACT

1. Application

- a. **Application deadline is June 1, 2022.**
- b. If you are a returning concessionaire and request to reserve your prior year booth location, the application deadline and request for booth location is April 15. Although we will do our best to accommodate your request, there is no guarantee.
- c. All applicants are subject to a selection and approval process, even if you are returning concessionaire.
- d. An incomplete application risks automatic declination.
- e. The space reservation fee (per concessionaire, per space) is \$200 for the duration of the two-day event. Lithopolis Honeyfest, at its sole discretion, shall determine the Concessionaire's location and may, as necessary and at its sole discretion, reassign vending location as necessary.
- f. Mail a copy of the following items to the address at the end of this application:
 - i. Application completed and contract signed.
 - ii. Liability insurance policy or bond.*
 - iii. Fee payment made payable to Lithopolis Honeyfest via check or money order.
 - iv. Photo of trailer, wagon, cart or booth (electronic images are acceptable). Please note that these photos will be retained for our records and will not be returned.
- g. You will be notified **via email** of your application's approval, and receipt of all required paperwork and reservation fee. Please note that applications will be considered incomplete unless all requested information AND the space reservation fee are submitted by deadline.
- h. Committee reserves the right to extend the application deadline when necessary, at the sole discretion of Lithopolis Honeyfest.

**Commercial general liability coverage must be per occurrence with liability limits in the amount of five hundred thousand dollars (\$500,000.00) per occurrence which covers personal injury, bodily injury and property damage.*

Concessionaire has an ongoing duty to notify Lithopolis Honeyfest of any changes to its insurance coverage up to and throughout the duration of the festival.

2. General Requirements and Provisions

- a. **No provision contained in these requirements may be changed, modified, or altered except by an instrument approved, in writing, by Lithopolis Honeyfest.**
- b. "Concessionaire" shall be defined as an individual or entity selling goods or services at the Lithopolis Honeyfest.
- c. Concessionaire acknowledges and agrees that it is not an agent or volunteer of the Lithopolis Honeyfest. Lithopolis Honeyfest and Concessionaire are fully independent and non-affiliated entities and nothing in these regulations shall be construed to constitute the relationship between the two entities as a partnership, association, or otherwise joint venture in any way.

- d. Contract may not be assigned, delegated, or shared.
- e. Concessionaire acknowledges that Lithopolis Honeyfest makes no representations and/or warranties regarding anticipated sales or sales opportunities.
- f. Concessionaires are solely responsible to secure valuables, cash, credit/debit transaction records and equipment.
- g. One concessionaire per reserved space (sharing a booth space is not permitted).
- h. Concessionaires are required to keep areas tidy, with empty boxes and wrapping kept under cover and out of sight.
- i. No opened alcoholic beverages permitted outside designated areas.
- j. All sales and marketing effort MUST be confined to the reserved booth space (roaming festival grounds with goods and merchandise for sale is not permitted).
- k. If it looks like you might run out of food or amenities and are unable to continue serving at full capacity, please notify a festival event staff located at the Welcome Center ASAP.
- l. Concessionaires are solely responsible for complying with all federal, state and local laws including, but not limited to, tax laws (including sales tax) and wage payment laws. Additionally, Concessionaires must comply with any applicable health, safety, and/or fire rules and regulations. Regarding the disposal of grease and other waste, Concessionaire shall abide by local laws and EPA standards and acknowledges that Concessionaire is solely responsible for staying up-to-date and compliant with said standards.
- m. FAIRFIELD COUNTY HEALTH DEPARTMENT requires that completely temporary food service applications be submitted to their agency at least 10 days prior to the event. This policy will be enforced by the Health Department, without exception. This is the concessionaire's responsibility. Fairfield County Health Department hours are Monday-Friday, 8am-4pm; 740-653-2031. (www.myfdh.org)
- n. Authorized representatives of the Lithopolis Honeyfest reserve the right to remove concessionaires or their exhibits in whole or in part if this agreement or rules of the festival are in noncompliance or whose conduct or merchandise is unacceptable. Misrepresentation of products described and readied for sale may result in cancellation of booth space and total loss of any and all paid fees.
- o. No discrimination for reasons of race, religion, sex, age, country of national origin, sexual identity or orientation, or military/veteran's status shall be permitted or authorized by Lithopolis Honeyfest.
- p. Lithopolis Honeyfest is the sole and exclusive owner of all rights, title and interest in and to the Lithopolis Honeyfest name and logo. No Concessionaire may use the above stated logos without the specific written approval from the Lithopolis Honeyfest.
- q. Lithopolis Honeyfest reserves the right to sell any product and/or have more than one Concessionaire sell the same or similar products or services.
- r. Recording/Photography. At Lithopolis Honeyfest's discretion and expense, Lithopolis Honeyfest may video, film, photograph, and/or make audio recordings (collectively, the "Material") of all elements of the festival event. The Material may be incorporated in or used solely in connection with media productions created by Lithopolis Honeyfest for grant writing, promotional, or archival purposes. Lithopolis Honeyfest shall not use any of the Material for any "for sale" or commercial purpose whatsoever without written consent and approval by a Concessionaire under a separate agreement.
- s. Concessionaire acknowledges that it and its employees have no right to privacy while on festival grounds. Lithopolis Honeyfest reserves the right to inspect, at any time and without any cause, any person, transport, or booth on festival grounds.
- t. Indemnification: Concessionaire will defend, indemnify, and hold harmless Lithopolis Honeyfest and its affiliates from and against all actions, costs, losses and expenses and/or damages,

including attorney's fees, arising out of or resulting from any breach by the Concessionaire or the Concessionaire's representations, warranties, or agreements hereunder, including but not limited to negligence or alleged negligence of the Concessionaire or the Concessionaire's employees, representatives or subcontractors for any injury to any guests or patrons or damage to the property of the venue caused solely or in part by the Concessionaire's actions, equipment, instruments or personnel within the control of the Concessionaire

- u. Breach of Contract: Failure of the Concessionaire to comply with any of the terms of this agreement, unless such terms have been waived, modified, or deleted in a writing signed by duly authorized representatives of both Concessionaire and Lithopolis Honeyfest, may in the sole discretion of Lithopolis Honeyfest, be declared a "Breach of Contract". Any anticipatory breach of this agreement may, in the sole discretion of Lithopolis Honeyfest, entitle Lithopolis Honeyfest to cancel the inclusion of the Concessionaire in the Lithopolis Honeyfest events and pursue all available remedies. All other instances of breach of contract will render Concessionaire liable to Lithopolis Honeyfest for damages and other relief, including but not limited to injunctive relief.

3. Space and Requirements

- a. All concessions will be in the area of Columbus Street (Lithopolis Road) and Market Street in the village center.
- b. Space is available for tables, carts, wagons, or stands, all of which must be equipped to stay outdoors overnight.
- c. Serving tables must be covered by fire/flame-resistant tents or canopies.
- d. An umbrella or awning may be used to cover serving carts.
- e. In-ground staking will not be available due to street location.
- f. Use of weight-type stabilizers are permitted and strongly recommended.
- g. Gray water must be contained.
- h. Concessionaire is solely responsible for the storage of all items and/or products.
- i. Concessionaire is required to keep booth area tidy, with empty boxes and wrapping kept under cover and out of sight. Booth area shall be maintained by Concessionaire and kept free of hazards, including but not limited to unsecured electric cords, hoses, ropes, trash, etc.
- j. Concessionaire is responsible for breaking down and stacking cardboard and bagging all trash and/or placing it in designated receptacles. (DO NOT USE PUBLIC TRASH BINS.) Trash, boxes, grease, and other food waste shall be removed daily by the Concessionaire in accordance with local laws and EPA standards and shall not be permitted to pile up near the concession site.
- k. Concessionaire and its staff/employees/volunteers/agents shall not damage the trees, pavement, facilities, buildings, or other property located on the festival grounds or other Lithopolis Honeyfest or Village of Lithopolis property. Concessionaire will be responsible for any damages caused by its staff/employees/volunteers/agents.
- l. Generators are not permitted.
- m. Electricity is available with pre-approval and prior arrangement. Concessionaire must indicate on application of electricity is needed and must supply own cords and protective guards. Because of the location of the event, we cannot guarantee anything except your reserved booth and, as applicable, tables as requested. Please be prepared for minimal amenities.

4. Space Set-up and Dismantling

- a. Concessionaires must register with festival event staff immediately upon arrival at the designated area.

- b. As soon as you arrive at your designated space, Concessionaire will off-load goods and supplies **BEFORE** beginning to set up the booth. Concessionaire is required to connect with festival event staff and the vendor shuttle to move delivery vehicle(s) off festival grounds, and to a location reserved for their vehicle(s). **NO EXCEPTIONS.**
- c. The Village of Lithopolis will close the street on Thursday evening in order to allow concessionaires and vendors to set up their stations. Most Concessionaires and vendors arrive – by appointment **ONLY** -- on Thursday after 5pm, with set-up complete by 7pm. ***You will be contacted regarding your specific setup appointment.***
- d. Concessionaires must be completely ready for sales promptly at the start time each day of the festival.
- e. Service cannot cease or dismantling begun earlier than the end time on each day of the festival.
- f. Close of festival booths and tear-down shall begin no earlier than SATURDAY at 7:00pm.
- g. Concessionaire shuttle service is available throughout the entire event should you need to be transported to your vehicle for any reason. After initial set-up, concessionaire will not have vehicular access to the pedestrian or booth areas of the festival grounds until the conclusion of the entire 2-day event, without exception.

5. Conduct Dress and Behavior

- a. The festival is open to the public and is presented in a family environment. Concessionaire agrees to use language appropriate to such an environment. Concessionaire further agrees not to wear clothing, display any signage, engage in any conduct, action, gestures or language could be considered offensive in such a setting.
- b. Concessionaires and its employees/staff/volunteers/agents are prohibited from taking any action that would be inconsistent or in violation of any State of Ohio Liquor Permit that Lithopolis Honeyfest or any other party/sponsor may have obtained including, but not limited to, providing their own alcoholic beverages on the festival grounds.

6. Weapons/Hazardous Materials

- a. Concessionaires and their staff, employees, volunteers, contractors and agents are prohibited from carrying in a concealed manner or otherwise bringing into the festival grounds any firearms, knives, stun guns, tasers, or any other item that may be used as a weapon.

7. Approval of Products

- a. Lithopolis Honeyfest, at its sole discretion, shall have final approval over all products.
- b. All products sold by Concessionaire must have been included on the original application; any additions must be approved, in writing, before the festival by Lithopolis Honeyfest. Concessionaire is prohibited from selling and/or displaying any item or product that would be inconsistent with the products/items previously approved by Lithopolis Honeyfest.
- c. Concessionaires may not increase any prices on their products after the Event has commenced. Further, prices on Day One must mirror prices on Day Two unless Concessionaire is offering a discount.

8. Cancellation

- a. **BY CONCESSIONAIRE.** If for any reason other than an act of God or force majeure, it shall become necessary for Concessionaire to cancel participation in the event, the cancellation shall be subject to the following conditions:
 - a. If notice of cancellation is made NINETY (90) days or more in advance of the event date, there will be no penalty or damage charges and full refund of any fees will be given.

Notice must be made in writing stating the reason(s) for the cancellation. Notice must be made directly to Lithopolis Honeyfest executive board, via email. No refunds will be given to any concessionaire if notice of cancellation is received less than NINETY (90) days in advance of the event date.

b. If notice of cancellation is made less than NINETY (90) days before the event date, no refund of any fees will be given.

b. **BY LITHOPOLIS HONEYFEST.**

a. In the event an act of God, riots, civil disorder, period of national mourning, rebellion bomb threat, public health threat, or any natural disaster (other than non-catastrophic inclement weather) renders it impossible or impracticable for Lithopolis Honeyfest to hold the event, Lithopolis Honeyfest shall have the right to cancel the event. Such cancellation shall not be deemed a breach of contract and shall not give rise to any cause of action against Lithopolis Honeyfest or the Village of Lithopolis;

b. In the event of inclement weather or other circumstance beyond the control of Lithopolis Honeyfest, Lithopolis Honeyfest, in its sole discretion, may suspend festival operations or order an evacuation. In the event that Lithopolis Honeyfest temporarily suspends festival operations, Concessionaires agree to the following:

a. Concessionaire and its employees, staff, volunteers, agents and contractors shall immediately discontinue sales of products and immediately leave the festival grounds.

b. Lithopolis Honeyfest will not provide a refund, nor will Lithopolis Honeyfest be responsible for a diminution or loss in revenue, due to a suspension in operation or closure once the festival begins. In the event that the suspension of operation causes a prolonged closure, as solely defined by Lithopolis Honeyfest, Lithopolis Honeyfest may, at its own discretion, provide a refund to Concessionaire for booth space fee. If the festival is cancelled entirely for any reason beyond the control of the Lithopolis Honeyfest, all fees previously remitted by the Concessionaire will be refunded without interest or liability.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set for above.

CONCESSIONAIRE

LITHOPOLIS HONEYFEST

Authorized Representative

Authorized Representative

Print Name: _____

Print Name: _____

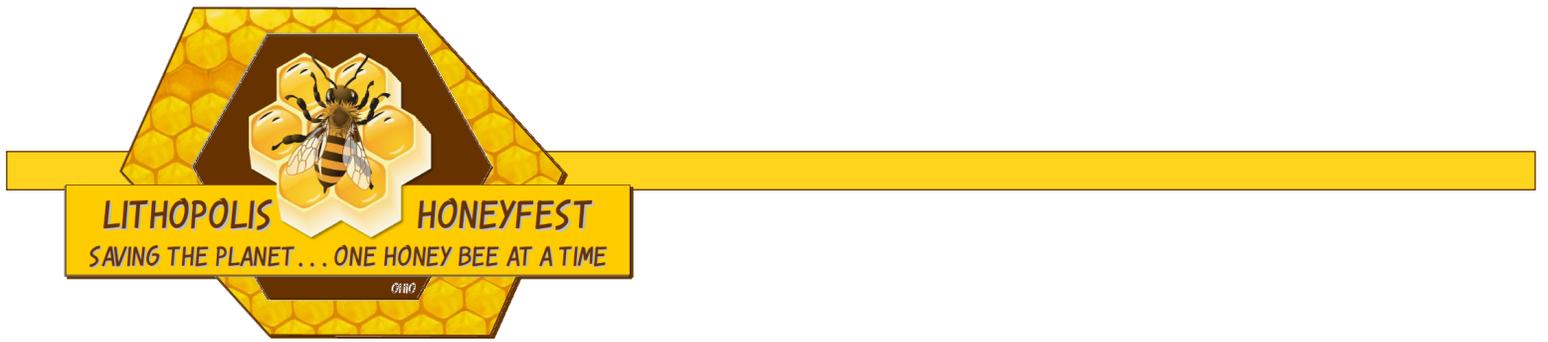
Date: _____

Date: _____

Contact Phone: _____

Contact Email: _____

Lithopolis Honeyfest: PO Box 313; Lithopolis, OH. 43136 / www.lithopolishoneyfest.com



DESCRIPTION	FEE	SUBTOTAL
SINGLE space reservation (includes both days).	# of spaces requested: (\$200 per space) _____	
Table: 4' x 6'	\$15 per table; # of tables: _____	

GRAND TOTAL: _____

Amount enclosed: \$ _____ Check # or Money Order #: _____

Please be sure to include this document along with your signed contract, photo(s) of trailer, wagon, cart or booth as it will look fully set up, insurance documents, and full fee. Make fee payable to Lithopolis Honeyfest, and indicate the name of your organization in the comments of your check. Mail to:

**Lithopolis Honeyfest Concessions Committee
PO Box 313
Lithopolis, OH 43136**

Your name: _____ Phone: _____

Business name (if different from your name): _____

Email address: _____

Business address: _____

Business website (if applicable): _____

Menu items: (use separate sheet if needed; note items which contain honey)

- | | |
|----------|-----------|
| 1) _____ | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

- My vendor space is: WIDTH (feet/inches) _____ LENGTH (feet/inches) _____
- I need electricity. (Concessionaire must bring own materials.) Note required amperage/voltage. Submit photo of all plug configurations. _____
- I need water hookup. (Concessionaire must provide own approved hose.) _____

Concessions Committee / foodnbev@lithopolishoneyfest.com / (614)563-6840