

OBETZ ZUCCHINFEST 2019 FOOD VENDOR APPLICATION

Thank you for your interest in the 2019 Obetz ZucchiniFest. In just over a decade the ZucchiniFest has become one of the largest festivals in Ohio with an average attendance of 150,000.

Offering quality food to attendees is critical to the success of the Festival. Attendees are coming to the Festival looking for zucchini food items. This year, ZUCCHINI has to be integrated more into the menu of every food vendor with limited exceptions. Don't let this discourage you from applying. Take this as a challenge and opportunity to expand your menu and be creative.

Awards

We want to help you promote your business. One way we are going to do that is to present awards to food vendors based on a number of categories yet to be finalized. For example, one category that we are going to have will be Best Use of Zucchini in a Dessert. Another is Most Creative Use of Zucchini. There are going to be more and we will let you know before the Festival the final awards categories. Judging will occur on the first day of the Festival and awards will be presented that evening. Awards winners will be heavily promoted on our social media. Awards winners will also get a huge discount on vendor fees for the 2020 Festival.

Social Media

The ZucchiniFest has a large following and we are always looking for ways to increase it. Once accepted into the Festival, we will be sending you additional information so you can get involved and promote your trailer/food truck.

2019 Festival Dates: August 30th through September 2nd (Labor Day Weekend)

How to apply?

To apply to be a food vendor, complete the attached application. No money needs to be sent at this time. If you are bringing more than one food truck or trailer, please complete one application for each truck/trailer. If you are accepted into the Festival, a contract will be sent to you. All decisions of the Village will be final.

Fees

- Price Level 1 – a 10' wide by 20' long space = \$600
- Price Level 2 – up to a 20' wide by 20' long space = \$800

Water and electric service (up to 60 amps per space) provided.

The Village selects the vendors based on their history with the Festival as well as the type and quality of products offered. While the Village strives to avoid duplication, there may be more than one vendor selling the same or similar product. No exclusives are guaranteed. This year it will be competitive and we will be closely evaluating what zucchini forward food selections you are offering.

What food items and beverages can I sell?

Vendors can sell any food items and beverages approved on their application. Only items included on the original application will be allowed to be sold on-site unless approval is given by the Village prior to the Festival.

Vendor Regulations

Please read the Vendor Regulations included with the application. All vendors selected to participate will be required to sign a contract acknowledging these Regulations.

If you are a previous vendor, please review the Vendor Regulations again before applying. There have been some changes.

For additional information

Should you have any questions, contact Stacey Boumis, Community Services Director, at (614) 409-4405 or sboumis@obetz.oh.us.

We know you can be successful here. Please be open to what we are asking and give it a try.

Food Vendor Application 2019 Obetz Zucchinifest

Vending Name: _____

Legal Business Name (if different): _____

Owner: _____

Primary Contact Person (if different): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

E-mail: _____

Food and Beverages To Be Sold

List of all food and beverages to be sold listing most important items first. **Be specific and detail how zucchini has been integrated into your menu (attach additional sheet if necessary):**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Electric

Electric service needed (circle one): 110/120 or 220/240 **Amps required:** _____

There is a charge of \$1 per amp of service over 60 amps.

Stock Truck

Stock truck parking needed (additional \$75 charge): _____ YES _____ NO

Exact size of stock truck: _____

Space Request

_____ Price Level 1 – a 10' wide by 20' long space = \$600

_____ Price Level 2 – up to a 20' wide by 20' long space = \$800

Please provide the exact dimensions of your setup: _____

Please provide a picture of your trailer or tent area if you are a new vendor or if your set-up is different than last year.

THE SELECTION OF VENDORS IS AT THE SOLE DISCRETION OF THE VILLAGE OF OBETZ.

2019 Obetz ZucchiniFest Food Vendor Regulations

All accepted vendors will be required to sign a release, waiver of liability and a document that they agree to the following regulations. The Village of Obetz reserves the right to revise these rules prior to executing a contract.

I. General Requirements and Provisions

- A. VENDOR shall be defined as an individual or entity selling goods or services at the Festival. OBETZ shall be defined as the Village of Obetz, Ohio.
- B. VENDOR acknowledges and agrees that it is not an agent or employee of OBETZ. OBETZ and VENDOR are fully independent and non-affiliated entities and nothing in these regulations shall be construed to constitute the relationship between VENDOR with OBETZ as a partnership, association, master/servant or joint venture.
- C. VENDOR is solely responsible for complying with all federal, state, and local laws, including, but not limited to, tax laws and wage payment laws. Additionally, VENDOR agrees to comply with any applicable health, safety and/or fire rules and regulations.
- D. No provision contained in these regulations may be changed, modified, or altered except by an instrument approved, in writing, by OBETZ.
- E. No discrimination for reasons of race, religion, sex, age, country of national origin, or military or veteran's status shall be permitted or authorized by VENDOR.
- F. OBETZ is the sole and exclusive owner of all rights, title and interest in and to the OBETZ ZUCCHINIFEST name and logo or VILLAGE OF OBETZ logo. No VENDOR may use the above stated logos without specific written approval from OBETZ.
- G. Nothing in this document shall be interpreted to confer any exclusive rights including, but not limited to, the exclusive right to sell any individual product or service. OBETZ reserves the right to sell any product and/or have more than one vendor sell the same or similar products or services.
- H. VENDOR and its staff, employees, volunteers, contractors, and agents shall leave the Festival grounds in the condition in which it was provided. This means that VENDOR shall not damage the facilities, buildings, trees, pavement, and other property located on the Festival grounds or other OBETZ property.
- I. VENDOR acknowledges that it and its employees have NO right to privacy while on Festival grounds. OBETZ reserves the right to inspect, at any time and without cause, any person, vehicle, golf cart, tent, area or space (to specifically include all items, packages, etc.) on festival grounds.
- J. VENDOR is responsible for damages caused by it and its staff, employees, volunteers, contractors, or agents.
- K. VENDOR and/or its staff is solely responsible for the storage of all items and/or products. OBETZ is NOT responsible for any items and/or products left unattended or unsecured.
- L. VENDOR must pass an inspection from the Franklin County Public Health. Any food vendor that fails a health inspection will not be allowed to participate and its contract will be terminated without a refund.
- M. VENDOR is responsible for keeping the area around its tent or trailer clean and free of hazards (unsecured electric cords, hoses, ropes, etc).
- N. VENDOR agrees to indemnify, protect, defend and hold harmless OBETZ and its elected officials, officers, employees, and volunteers from and against any claims, costs (including reasonable attorney's fees and court costs), expenses, damages, liabilities, losses or judgments to the extent directly arising out of, or in connection with, any claim sustained

as a direct consequence of the actions of VENDOR or VENDOR's employees and/or agents.

- O. VENDOR must provide OBETZ proof of commercial general liability insurance on an "occurrence" basis with liability limits in the amounts of one million dollars (\$1,000,000.00) per occurrence covering personal injury, bodily injury and property damage. VENDOR shall provide OBETZ proof of such coverage by August 1, 2019. Any VENDOR not providing proof of insurance by the deadline may be assessed a late fee of \$500.00. Questions should be directed to Stacey Boumis at (614) 491-1080. VENDOR is also responsible for obtaining Certificates of Insurance for any and all subcontractors hired by VENDOR. Additionally, VENDOR has an ongoing duty to notify OBETZ of any changes to its insurance coverage up to and through the end of the Festival.

II. Set-up, Staffing, and Access

A. Vendor set-up times are as follows:

- 1) Wednesday, August 28th from 1:00 to 3:00 PM.
- 2) Thursday, August 29th from 10:00 AM to 12:00 PM.
- 3) Friday, August 30th from 10:00 AM to 12:00 PM.

If you are unable to check-in during those times, please contact Stacey Boumis to make other arrangements.

- B. Vendor or authorized agent shall attend a mandatory vendor meeting on Friday, August 30th at 2:30 PM in the courtyard of Fortress Obetz. If Vendor does not attend, the Vendor's contract may be immediately canceled without return of funds and the Vendor will be escorted from the premises.
- C. VENDOR must be open for service during the entirety of the Festival.
- D. Vehicles will only be allowed to drive on Festival grounds when the Festival is NOT open to the general public. **All vehicles must be out of the Festival grounds at least 30 minutes prior to the opening of the Festival on each day.**
- E. All VENDORS and each of their staff, agents or volunteers should have some type of identifying clothing or other credentials when in the vendor areas. This helps our police officers and other staff identify suspicious persons in vendor areas.
- F. VENDOR will be permitted to have TWO vehicles in the designated vendor parking area with the exception of a stock truck. Stock truck dimensions must be included on the application. The VILLAGE reserves the right to limit stock trucks to vendor parking areas. VENDOR may also have one golf cart. Additional vehicles must park in the general Festival parking areas.
- G. **A parking pass must be placed in the windshield of all vehicles parked in the VENDOR parking area.** If an unauthorized vehicle is found on the grounds, the owner will be asked to remove it immediately. If the owner cannot be located or if the owner fails to remove the vehicle, it will be towed. This will be critical this year since there will be a charge for parking. Additional parking passes will not be issued.
- H. Vehicles may NOT park, idle, or block roadways being used by Festival patron shuttles or OBETZ. If an unauthorized vehicle is found in violation, the owner will be asked to remove it immediately. Failure to remove a vehicle will result in a parking ticket and the vehicle being moved.
- I. All equipment and materials must be removed from OBETZ property and/or Festival grounds by 12:00 PM Tuesday unless prior arrangements are made.
- J. Storage trailers cannot be located in the secure FESTIVAL area.

- K. Stock trucks are not permitted in the secure FESTIVAL area. Stock truck parking shall be provided as close to VENDORS as practicable. Bunk houses and campers/RV's cannot be parked in the stock truck parking area.
- L. VENDOR must notify and make prior arrangements with OBETZ for deliveries of equipment, food or tents if these items are not being delivered during set-up times. OBETZ will not provide staff or vehicles to transport VENDOR items.
- M. On opening day, OBETZ will be performing an inspection of all food trailers/food trucks. This is in addition to the inspection performed by Franklin County Public Health. OBETZ will be inspecting VENDOR to ensure that all VENDOR regulations are being followed.

III. Utility Connections

- A. OBETZ shall provide access to electrical power on Festival grounds. Electrical services are provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that OBETZ shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide electrical power. VENDOR shall be permitted to use only electrical service of the nature and amount as approved by OBETZ.
- B. **OBETZ shall provide up to 60 amps of electric service to each vendor. VENDOR may purchase additional electric service at a cost of \$1 per additional amperage of service needed.**
- C. If VENDOR is using more electric than listed on the application, OBETZ may require the VENDOR to disconnect from the system if this additional usage creates issues or causes other VENDORS to not be able to access electric.
- D. To prevent unsafe conditions, OBETZ shall provide an electrical contractor on Festival grounds. No other electrical contractor will be permitted to install electrical facilities at the Festival. Under NO CIRCUMSTANCES may VENDOR make any connections to and/or have any contact with the electrical generators on site.
- E. Overnight power will be provided on Thursday, Friday, Saturday, and Sunday evenings. Overnight power will not be provided any other night.
- F. Power may not be available immediately upon check-in but will be provided to VENDOR in a reasonable time period.
- G. VENDOR is required to supply all necessary electrical extension cords to hook into the electric provided by Obetz. All cords must be UL listed and approved for outdoor use (3 wire cord for 110/120 and 4 wire cord for 220/240). Zip cords (two-wire electrical cords used in homes) are not acceptable.
- H. OBETZ shall provide access to water on Festival grounds. Access to water is provided solely for the convenience of VENDOR without warranty and/or representations. VENDOR specifically acknowledges and agrees that OBETZ shall have no liability for any claims whatsoever relating to the provision of access to water or for any failure to provide access to water.
- I. VENDOR shall provide approximately 300 feet of food grade hose. VENDOR is responsible for any leaks resulting from faulty hoses. Any leaks must be fixed promptly or VENDOR will be disconnected from water service.
- H. VENDOR must supply its own fire extinguishers and shall maintain at least one operable fire extinguisher at each VENDOR location.

IV. Conduct

- A. VENDOR and its employees, staff, volunteers, contractors, or agents are prohibited from taking any action that would be inconsistent or in violation of any State of Ohio Liquor Permit that OBETZ or any other party/sponsor may have obtained including, but not limited to, providing their own alcoholic beverages on the Festival grounds.
- B. The Festival is intended to have a family atmosphere and to be appropriate for OBETZ

residents, guests and other visitors. As such, VENDOR and/or its employees, staff, volunteers, contractors or agents shall be prohibited from engaging in any conduct, action, gestures or language that would be inappropriate in such a setting.

- C. OBETZ reserves the right to request removal of items including pictures, posters, billboards, merchandise and other items used, worn or sold by VENDOR and/or its employees, staff, volunteers, contractors or agents if, in OBETZ's sole discretion, the material is not appropriate and/or conducive to the family atmosphere of the Festival or violates any rules and/or regulations of OBETZ or the Festival.

V. Weapons/Hazardous Materials

- A. VENDORS and its staff, employees, volunteers, contractors, and agents are prohibited from carrying in a concealed manner or otherwise bringing onto Festival grounds any firearms, knives, stun guns, tasers or any other item that may be used as a weapon.
- B. VENDOR and its staff, employees, volunteers, contractors, and agents are prohibited from bringing toxic, poisonous or hazardous substances onto the Festival grounds. OBETZ, in its sole discretion, shall determine what constitutes a toxic, poisonous or hazardous substance.

VI. Approval of Vendors

- A. Only pre-approved VENDORS are permitted on Festival grounds. No VENDOR may assign, delegate, share or transfer its right and/or ability to participate in the Festival without prior written approval from OBETZ.
- B. VENDOR acknowledges that OBETZ makes no representations and/or warranties regarding anticipated sales or sales opportunities.

VII. Approval of Products

- A. OBETZ, in its sole discretion, shall have final approval over all products.
- B. VENDOR shall offer at least one zucchini item or integrate zucchini into an item unless otherwise approved by OBETZ.
- C. All products sold by VENDOR must have been included on the original application; any additions must be approved, in writing, before the Festival by OBETZ. VENDOR is prohibited from selling and/or displaying any item or product that would be inconsistent with the products/items previously approved by OBETZ.
- D. VENDOR is prohibited from selling any product/item that would be inconsistent with any sponsorship agreement that OBETZ may have with any third party.
- E. VENDOR shall have no right to sell any product at the exclusion of other VENDORS or OBETZ who wish to provide the same or similar products.

VIII. Vendor Requirements

- A. OBETZ, in its sole discretion, shall determine the VENDOR's location. VENDOR shall accept vending locations as is. OBETZ may, in its sole discretion, reassign vending locations at any time.
- B. OBETZ, in its sole discretion, shall have final approval for all signs, menu boards, or other advertising materials displayed at the Festival. In addition, OBETZ reserves the right to request the removal of any sign or banner if, in OBETZ's sole discretion, the sign or banner contains illegal, misleading, or other offensive content that is deemed inappropriate and/or not conducive to the family atmosphere of the Festival.
- C. **VENDOR shall prominently display either on signage located on the trailer or on freestanding menu boards, or both, all zucchini items for sale or ways zucchini is used in the menu.**
- D. VENDOR shall provide OBETZ' designated representative with a sample of all zucchini

food items free of charge during the food judging. If VENDOR receives an award, the award shall be displayed during the entirety of the Festival.

- E. No VENDOR is allowed to set up or sell any products outside of their assigned areas. Nor is any VENDOR allowed to promote and/or advertise outside of their assigned areas.
- F. Festival staff has the right to ask for music in a VENDOR area to be turned down or cease any other activity that may interfere or disrupt the Festival.

IX. Trash, Gray Water, Grease, and Ice

- A. OBETZ shall provide food VENDOR with designated trash receptacles. VENDOR will be responsible for taking boxes and trash to the designated dumpsters on-site.
- B. VENDOR is responsible for breaking down and stacking cardboard and bagging all trash and/or placing it in proper receptacles. Trash and boxes shall be removed daily by VENDOR and shall not be permitted to pile up near the site.
- C. VENDOR will not leave trash in any walkways or other areas that Festival guests will use. All trash should either be taken to dumpsters or put in locations outside the public areas.
- D. All gray water is to be dumped in the sanitary sewer, not storm drains or on the Festival grounds. Grease is to be disposed of in receptacles provided by OBETZ and stationed throughout the food vending area.
- E. Ice will be available to purchase from OBETZ. VENDORS shall pay for the ice at the time they get it. **OBETZ will not transport ice for VENDORS.**

X. Cancellation/Suspension of Operation or Evacuation

- A. In the event that OBETZ cancels the Festival and such cancellation occurs on or before the 90th day prior to the start of the Festival, OBETZ will refund the full amount of any rent fees previously paid by VENDOR. For cancellations by OBETZ occurring after the 90th day prior to the start date of the FESTIVAL or for any cancellations by VENDOR regardless of when the VENDOR cancels, OBETZ may, at its sole discretion, refund any rent fees.
- B. OBETZ, in its sole discretion, may suspend Festival operations or order an evacuation in the event of a weather related situation or any situation that may expose any official, employee, volunteer, resident, or guest to any property damage, bodily injury, death, or civil strife of any kind. In the event that OBETZ temporarily suspends Festival operations, VENDORS agree to the following:
 - i. VENDOR and its employees, staff, volunteers, agents, and contractors shall immediately discontinue sales of products and immediately leave the Festival grounds. Those remaining on Festival grounds assume all liability for personal injury or damage to property resulting from remaining on Festival grounds.
 - ii. OBETZ will not provide a refund, nor will OBETZ be responsible for a diminution or loss in revenue, due to a suspension in operation, cancellation or closure. In the event that the suspension of operation causes a prolonged closure, as solely defined by OBETZ, OBETZ may, at its own discretion, provide a refund to VENDOR.

XI. Golf Carts

- A. VENDOR may bring one golf cart onto Festival grounds. The golf cart must be clearly marked with the VENDOR name. Golf carts shall only be used to transport goods and materials. They may not be used for advertising purposes. OBETZ reserves the right to revoke permission for any golf cart at any time. Once notified that permission has been revoked, VENDOR must immediately remove the golf cart from Festival grounds.

- B. Golf carts cannot be driven in the main pedestrian areas when the Festival is open. Golf carts cannot be parked in a way that blocks the visibility of VENDOR spaces, Your Stage, or other activities and exhibits.
- C. OBETZ reserves the right to regulate the use of golf carts on Festival grounds and/or prohibit the use of golf carts on or near Festival grounds. All drivers must possess a valid driver's license.
- D. If the golf cart breaks down, it is the responsibility of VENDOR to have it replaced, fixed, or removed from the Festival grounds.

XII. Disciplinary System

- A. The VENDOR will receive one warning from a Festival representative and will have one hour to remedy any problem and/or violation of these regulations or any rules imposed by OBETZ.
- B. If the problem or violation is not corrected in a timely manner, the VENDOR will be asked to vacate Festival grounds. No refund will be issued.
- C. Notwithstanding the foregoing, a VENDOR may be immediately removed or ejected from FESTIVAL grounds if they cause any situation or condition that may expose OBETZ, its officials, employees, volunteers, residents, or guests to any property damage, bodily injury, death, or civil strife of any kind; or any other reason at the discretion of OBETZ.

XIII. Photography and AV Recording in Progress

While attending the Festival, VENDOR may be filmed, photographed, and recorded. Video, images, and audio recording of this event may be used by OBETZ and others in a variety of ways, including, but not limited to, promoting OBETZ. By participating in the Festival and being on Festival grounds, VENDOR agrees to be recorded and to release OBETZ and its designees from liability for any violation of any personal or proprietary right VENDOR may have in connection with use of video, images, or audio recordings.