

## 2019 BLOOMFIELD APPLE FESTIVAL, INC. VENDOR CONTRACT

Friday and Saturday, October 4 & 5 2019 at the Bloomfield Town Park

**Set-up:** Starts at 8 a.m. on October 3<sup>rd</sup> and **must be completed by 8 a.m. on October 4<sup>th</sup>**

**Tear Down:** Must be completed by 11:59 p.m. Saturday, October 5<sup>th</sup>

As a participating vendor in the 2019 Bloomfield Apple Festival, I AGREE TO THE FOLLOWING:

1. That the Bloomfield Apple Festival, Inc. and the Town of Bloomfield, Indiana, shall not be responsible for any injury or loss, arising out of or relating to the vendor's use of the Town's property and/or conduct or omissions pursuant to the Contract, regardless of whether such injury or loss is to the vendor's person or property, or to any third party or to the public regardless of whether such loss or injury arises out of or is related to any act or omission by the Apple Festival Committee, Inc. or the Town. The vendor agrees to indemnify and hold the Bloomfield Apple Festival, Inc. and the Town harmless from any such loss, injury, claim or liability arising out of or relating to the Vendor's use of the Town's property and/or conduct or omissions pursuant to this Contract. All insurance must be paid for and held by the vendor, including set-up. All vendors selling food items, whether for profit or not, shall have and are responsible for the procurement of the proper certificates and licenses from the Greene County Department of Health PRIOR to opening for business. Any food vendor who does not have the proper authorization from the Greene County Department of Health will not be allowed to open for business and will be asked to leave the park without a refund of their deposit or space fee.
2. No explosive fireworks, smoke-makers, silly string or disappearing ink, laser pointers, or any other items deemed inappropriate by Bloomfield Apple Festival, Inc. will be sold while under this agreement. No games of chance are allowed, as described by Indiana Law. No sale of "knock offs" will be allowed.
3. There will be **NO REFUNDS** in the event of rain or no-show by the vendor. Only members of the Bloomfield Apple Festival, Inc. may allocate space and determine the location of vendors. **Sizes of spaces will be strictly enforced. There will be a \$25 charge for returned checks. After a bad check is received, vendors will have to pay by cash or money order.**
4. All vehicles must be parked outside of the exhibit area during the Bloomfield Apple Festival. Vendors will be allowed to park behind the stage for a maximum of 20 minutes to load and unload only. **THERE ARE TO BE NO VEHICLES INSIDE THE BLOOMFIELD PARK.** No exceptions will be made.
5. All vendors agree to keep the immediate area around their booth, tent, shelter house, trailer or area clean and free of clutter. All vendors agree to conduct themselves appropriately. All vendors further agree that they will comply with any and all requirements of the State Fire Marshall, Bloomfield Fire Department, Bloomfield Police Department, Bloomfield Town Council and Bloomfield Apple Festival, Inc. as well as applicable Town ordinances and laws of Indiana and the United States.
6. Absolutely NO alcoholic beverages of any kind are permitted at the Apple Festival. If you are found to be in possession of alcoholic beverages at the Bloomfield Town Park, the Bloomfield School grounds, or any other areas being used by the Apple Festival, you will be charged with a criminal offense and asked to leave the festival immediately. There shall be no refund of your vendor's fees or deposits.
7. Electrical and water hook-ups are available. Vendors **MUST** use the electrical services (outlets) available. **There will be NO re-wiring or hardwiring of electricity allowed. Extension cords must be at least 12- gauge. No splices in cords will be allowed.**
8. By order of the State Fire Marshall, all vendors **must have** an easily accessible, charged fire extinguisher in his/her tent. No stakes are allowed in the ground due to underground wiring in the Park. Four sand bags will be available for 10' x 10' tents and 6 sand bags for 20' x 20' tents. All tarps must be fire retardant.
9. All decisions of the Bloomfield Apple Festival, Inc. and the Town are final and not appealable except as otherwise required by law.
10. This contract is the entire contract between Vendor and the Bloomfield Apple Festival, Inc. and the Town. This contract may not be amended or modified unless done so in writing and signed by all Parties.
11. The vendor shall be responsible for any legal fees, court costs, and expenses, incurred by the Town and/or the Bloomfield Apple Festival, Inc. in compelling or attempting to compel compliance with this Contract or in remedying or attempting to remedy any breach of this Contract by the Vendor.

**Check-in will be at the open shelter east of the Park restrooms.**

2019

For Internal Use Only:

Total Amount Enclosed: \_\_\_\_\_

I understand and agree to all of the terms in this contract.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Printed Contract Name: \_\_\_\_\_

Group or Business: \_\_\_\_\_

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

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

Phone Numbers: \_\_\_\_\_

I (WE) PLAN TO EXHIBIT (general description): \_\_\_\_\_

**\_\_\_\_\_ Non-Profit Group**

*Please circle the requirement needed:*

10 x 10 Space (\$25)

10 x 20 Space (\$35)

10 x 30 Space (\$45)

Other Space Requirements:  
(describe: \_\_\_\_\_)

*Please Circle appropriate utility requirements:*

Electricity **110v 20amp** (additional \$15)

Electricity **220v 50amp** (additional \$15)

Water

Other Requirements:  
(describe: \_\_\_\_\_)

**Non-Profit Food Vendors will be assessed an additional \$50 fee at the end of the festival for gross sales in excess of \$1,000.**

**\_\_\_\_\_ For-Profit Businesses and Individuals**

*Please circle the requirement needed:*

10 x 10 Space (\$65)

10 x 20 Space (\$110)

10 x 30 Space (\$155)

Other Space Requirements:  
(describe: \_\_\_\_\_)

*Please Circle appropriate utility requirements:*

Electricity **110v 20amp** (additional \$25)

Electricity **220v 50amp** (additional \$25)

Water

Other Requirement:  
(describe: \_\_\_\_\_)

**\_\_\_\_\_ Commercial Food Vendors**

*Please Circle appropriate utility requirements:*

A flat fee of \$500 will be paid by September 19, 2018. This is a non-refundable payment.

Electricity **110v 20amp**

Electricity **220v 50amp**

Water

Other Requirement: (Please notate size of trailer including tongue)  
(describe: \_\_\_\_\_)

Please complete and return this contract and entry fee to: Bloomfield Apple Committee, P.O. Box 211, Bloomfield, IN 47424-0101. Make checks or money order (NO CASH) payable to: Bloomfield Apple Festival. If you have any questions, please contact Judy Branstetter at (812) 384-3245, (812)384-7603 or Beth Robinette (812) 381-2481.or Darla Chesnut at (812)381-3475.