

Wild Hog Food Vendor Rules & Regulations

The purpose of this agreement is to set forth the terms and conditions whereby the Operator is authorized by Wild Hog Musicfest to operate a food concession for the purpose of selling food during the Wild Hog Musicfest in downtown Helena, Arkansas, as part of the annual festival sponsored by Wild Hog Musicfest under the following terms and conditions:

TERMS AND CONDITIONS:

1. **HOURS:** The food concession will be open for business and operated by:

Friday, 4:30 P.M. to 11:30 P.M. Okay to open earlier or close later if desired

Saturday 10:30 A.M. to 11:30 P.M. Okay to open earlier or close later if desired

******THIS IS A RAIN OR SHINE EVENT******

2. **MENU SELECTIONS:** Only the menu items listed on Attachment "A" will be allowed to be served at your booth during the festival. These products may be sold only according to the price listed on Attachment "A". No changes may be made without prior approval of Food Vendor Chairman. This includes price changes.

3. **TERMINATION RIGHTS:** Wild Hog Musicfest through the Food Vendor Chairman reserves the right to terminate the operation of the Operator at any time during the festival for any of the following reasons:

A: The food is not of the highest quality.

B. A professional manner is not maintained by the Operator and its employees.

C. Operator or its employees commits any act detrimental to the purpose of the festival.

D. Operator or its employees violates any provision of the Health Department.

E. Operator or its employees fails to cooperate with event management staff.

F. If Operator or its employees sells any food product that is not listed on their application

G. If Operator or its employees sells any food product at a rate other than listed on their application

H. If Operator or its employees breaches any of the agreements listed herein.

4. FEES, COMMISSIONS, ARKANSAS STATE TAXES AND PAYMENT:

In exchange for the right to sell food during the Wild Hog Musicfest, the Operator agrees to pay Wild Hog Musicfest:

"A" \$250.00 booth rental payment

"B" \$75.00 electrical fee for 40 amps, **** if higher amperage needed additional fees may be incurred****

"C" \$35.00 water fee

"D" **Twenty percent (20%) of gross sales (2% of goes for the local "tourism tax")**

***Suspicious shortages in reporting of sales will result in not being invited back in following years.**

"E" Operator shall be responsible for the collection and payment of any tax upon the gross receipts as required by Arkansas Law. **ARKANSAS SALES TAX** Operator must pay all sales tax to the state of Arkansas in compliance with the state tax code. **Wild Hog Musicfest WILL NOT be responsible for collection or paying state, county or city sales taxes currently 10%.**

"F" Commissions must be paid to festival before Operator is allowed to check out of the festival grounds.

5. **SIGNS:** Operator must provide all signage for concession identifying his/her establishment and describing the menu items and prices.

6. **SPACE RENTAL COST:** The space rental of **\$250.00**, electrical fee of **75.00**, and **\$35.00** water fee, as described in the Commission and Payment section of the contract are payable in advance and should be attached to and returned with the executed contract for a **total of \$360 for a 10x25 spot including tongue.**

IF ACCEPTED AS A FOOD VENDOR, DUE WITH THIS FORM: \$360.00 + ANY OVERSIZE AMOUNTS

7. Miscellaneous:

Operator warrants that the premises shall be left in as good condition as the Operator found them; this includes picking up trash and around Operator's premises.

Operator shall provide adequate trash receptacles, with trash bags, outside its premises. Trash containers inside

Operator area must have a tight fitting lid and be lined with plastic garbage bags.

Operator shall supply own garbage bags.

Operator shall supply all necessary equipment that may be needed to set up concession for the purpose of selling food items

Operator shall supply a water hose.

Decisions regarding Operator location in festival area will be at the discretion of Food Vendor Chairman.

Wild Hog Musicfest will **NOT BE RESPONSIBLE** for food spoilage due to weather conditions.

Operator must take steps to adequately store or refrigerate foods and protect them from the sun.

8. **HEALTH DEPARTMENT:** Operator agrees to comply with all State of Arkansas/Phillips County Health Department regulations.

- A: All menu items sold must be individually wrapped or packaged.
- B: All Operators must provide a hand wash facility.
- C: All persons working in the food area must wear hat, visor or hair net at all times.

9. **SET-UP AND DEPARTURE:** Operator shall set up its concession in accordance with the rules set by the festival director. Operator shall maintain the concession until Saturday at 11:30 P.M. All food vendors shall depart the premises in an orderly fashion and all trailers or booths must be off the street (completely) by Sunday at 6:00P.M.

10. **ELECTRICAL NEEDS:** The Wild Hog Musicfest will supply power for Operator at specific locations throughout the festival area.

Operator must supply own extension cords.

Operator agrees to operate all electrical equipment, including all wiring in a safe, intelligent manner. A four-wire grounded electrical system is provided throughout Cherry Street, up to and including the point where Operator takes power.

Wild Hog Musicfest cannot be held responsible for accidents caused by Operator not accurately utilizing this system.

Operator agrees to use only designated receptacles in their pre-approved location.

Operator is allowed a maximum of 60 amps. If more power is needed, additional fees apply..

11. **VENDOR SPACE SIZE:** Spaces will be 10' x 25'. Any additional linear footage used will be charged at a rate of \$15.00 per linear foot. Unit cannot exceed the 10' width. If unit has an awning extension it must have the ability to fold down at closing time.

12. **INDEMNIFICATION:** Wild Hog Musicfest agrees to obtain liability insurance to protect Wild Hog Musicfest and the city of Helena against claims for losses, injury or property damage during the festival. Operator agrees to obtain commercial general liability insurance including products in an amount no less than \$1,000,000.00 for bodily injury and property damage from a company acceptable to Wild Hog Musicfest. Vendor agrees to obtain liability insurance to protect Operator during the festival and to provide Wild Hog Musicfest a certificate of insurance no later than April 1.

The Certificate of Insurance must carry the following parties as additional insured:

THE WILD HOG MUSICFEST AND THEIR STAFF AND THE INDIVIDUAL MEMBERS OF THEIR BOARD, , THE CITY OF HELENA-W. HELENA AND THE COUNTY OF PHILLIPS AND THEIR GOVERNING BODIES.

Operator agrees to indemnify the Wild Hog Musicfest, and any activity of the Operator during this festival.

13. **DEFAULT:** If for any reason Operator fail to keep the concession open for business during all of the times specified in the Hours section (Section 1 above), liquidated damages in the amount of \$150.00 per hour for each hour during Operator is closed shall be paid to the Wild Hog Musicfest at the conclusion of the festival, such amount representing the estimated profit, which Operator would be otherwise be realized by the Wild Hog Musicfest from Operator's concession. Vendor also will not be allowed to return to the festival in the coming years.

UPON SIGNING THIS CONTRACT, OPERATOR AGREES TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Entered into this _____ day of _____, 2012

Operator signature _____ Fed Tax ID # _____

Ark Sales Tax ID # _____