

PARADISE PARK



July 26-27-28 , 2019

All Food Vendors must be approved prior to submitting application 724 545 1540 or jennifer@ParadiseParkPA.com

1581 State Route 268, Cowansville PA 16218 www.ParadiseParkPA.com email info@ParadiseParkPA.com

2019 FOOD VENDOR APPLICATION CONTACT INFO

Company Name:

Contact (s) Name(s):

Address:

Email:

Website:

Phone:

Cell:

RibFest*** Yes 15' X 15' - *\$500 (3days) Yes Food Truck/Concession trailer - \$800 (3days) Yes \$1500 (RibTeam)

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*Reduced rates for snack items: Chocolate, Candy, Popcorn, Meat Jerky, Nuts etc. Yes 15' X 15' - \$350 (3 days)

Yes larger space required/inquiry negotiated price \$ _____

*** Contract requires 10 Complimentary Meal Tickets to support Bands.

TOTAL \$ _____

SALES MODEL & RULES: NO VENDOR IS ALLOWED TO SELL WATER, SOFT DRINKS OR BEVERGES OF ANY KIND. Only food listed and approved below may be sold. Only vendors accepted will be charged. Those accepted, deposits are non-refundable should you not participate. **Final payment(s) must be received 60 days prior to the event.** Paradise Park holds exclusive sales of French Fries, all beverages, and desserts unless prior authorization obtained. *Inquiries Jennifer@ParadiseParkPA.com.

Food type (s):

FOOD PREPARATION & STORAGE REQUIREMENTS

(Ribs must be prepared onsite for Competition Judging/separate info. will follow)

Will food will be maintained and handled according to PA Dept. of Agriculture State Requirements Yes

The EXHIBITOR/CONCESSIONAIRE shall indemnify and hold harmless God's Country Paradise Park Foundation and the agents, employees, volunteers from and against all claims, damages, losses, expenses, including but not limited to attorney's fees, arising out of or resulting from (i) the conduct or management of the Premises or of any business therein, (ii) any act, omission, or negligence of the EXHIBITOR/CONCESSIONAIRE or the partners, directors, officers, agents, employees, invitees or contractors of the EXHIBITOR/CONCESSIONAIRE (iii) any accident, injury or damage whatsoever occurring in or at the Premises. EXHIBITOR/CONCESSIONAIRE hereby expressly indemnifies God's Country Paradise Park Foundation for the consequences of any negligent act or omission of God's Country Paradise Park Foundation and its agents, employees, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct. **Complete Rules and Regulations continued on Page 2.**

SERVICES TO BE PROVIDED AND ADDITIONAL NEEDS

(1) Event Space

Logo/listing on Event website and other media : provide logo via email to Jennifer@ParadiseParkPA.com

(1) Electric / amp required? _____

ID Badges / quantity: _____

PAYMENT & INFORMATION

Deposit 50%

Payment in Full (Final payment must be received 60 days prior to the event.)

I agree to have God's Country Paradise Park Foundation to charge my Credit Card (Check One): Visa MasterCard Discover

Amount of Charge \$ _____ Billing Address: _____ same as above

Card #: _____ - _____ - _____ - _____ Exp Date: ____ / ____ 3 Digit CVS: _____

Name on Card: _____ Authorized By: _____ ZIP: _____

I Authorize Show Management to charge the remaining balance on the same credit card when due _____ (initials)

Checks or Money Orders payable to: **Paradise Park, 1581 State Route 268, Cowansville, PA 16218 / 724-545-1540 FAX: 724-543-1429**

AGREEMENT ACCEPTANCE

Signature: _____

Date: _____

God's Country PARADISE PARK Foundation (dba PARADISE PARK) RULES AND REGULATIONS

Please Read and Sign

Food Vendor representatives must wear Event Name Badges or uniforms at all times during set-up, tear-down and event hours. All Food Preparers must follow all PA State Department of Agriculture Rules and Regulations according to the applicants "Food and Preparing License/Food Handler/Certification". Please see below Rules and Regulations. Vendor agrees that PARADISE PARK or the Dept. of Agriculture officials may revoke, immediately, all of the rights of the vendor, agents or employees of the vendor's space or booth, without a refund of fees, due to a violation of the rules set forth herein. Vendor agrees to abide by all rules and regulations established by the PA State Dept. of Agriculture and any and all local and Commonwealth laws. In accordance with the PA State Dept. of Agriculture, Vendor will fully comply with Health Department regulations that shall be deemed critical to his/her performance and to these guidelines. Failure to do so may serve as basis for immediate termination of the right to continue to sell at the function for which the space was awarded, and/or disqualification from future consideration with respect to similar contracts. Vendor hereby releases and forever discharges PARADISE PARK, its agents and employees from any and all claims whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the vendor or any other person, persons or property, from the conduct of the organized activities, the condition of the property of PARADISE PARK or the actions or failure to act by PARADISE PARK, its agents or employees. Further, vendor expressly stipulates and agrees to indemnify, hold harmless and defend PARADISE PARK from and against any and all claims, suits, damages (including without limitation consequential damages, losses, liability, and expenses (including but not limited to attorneys' fees) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, in any manner arising out of, or resulting from the activities of vendor.

- 1. SET-UP AND TEAR DOWN:** Vendor space will be accessible for erecting displays/tent/truck/trailer in accordance with time and dates listed on the Event schedule. Setup must be done the day prior, or the morning of the opening of the event, as provided by God's Country Paradise Park Foundation (Herein referred to as PARADISE PARK). Final preparation must be completed by the starting time on the opening day of the Event. Vendors must use only the entrances designated for set-up. Tear down and packing may not commence until the final day at the close of the Event. Displays/tents/trucks/trailers must be removed by evening of event or prior authorized time agreed upon by PARADISE PARK. Each exhibitor must name at least one individual to be an authorized agent for setup, operation and tear down of the vendor space. No part of the vendor display/tent/truck/trailer may be removed after set up except with written permission from PARADISE PARK. A \$250.00 penalty fee will be charged for any exhibit that is removed before the final tear down time.
- 2. LOCATION / DATES:** PARADISE PARK reserves the right to determine a Vendor's final location. The location of assigned space may be changed by the management to prevent congestion; avoid confusion in firm names; solve competitive conditions; or to benefit the overall production of the Event.
- 3. SUBLETTING:** An exhibitor may not share or sublet any portion of their Vendor space with another company unless prior approval.
- 4. FIRE HAZARD:** All Vendor's must comply with federal, state and local fire laws, insurance underwriting requirements and other applicable site regulations. All packing containers, excelsior and similar materials are to be removed from the Vending area upon completion of set-up and prior to the opening of the Event.
- 5. HEIGHT RESTRICTIONS:** None
- 6. LOUD SPEAKERS AND SOUND DISPLAYS:** Loud speakers and loud sound displays are prohibited; exhibitors must receive advance permission from Event management to exhibit any type of sound display.
- 7. NON-CONFORMING EXHIBITS:** PARADISE PARK reserves the right to refuse any Vendor which does not, in Event management's judgment, conform to the general theme of the Event.
- 8. SOLICITATION:** Vendors are prohibited from soliciting business in the aisles or in other exhibitor booth areas. Samples, pamphlets, publications and catalogs, etc. may only be distributed by exhibitors from within the confines of their own vending area.
- 9. MISCELLANEOUS:**
 - (a) Serving of any and all beverages by Vendor in any part of the Event premises is prohibited. PARADISE PARK holds exclusive sales on beverages. PARADISE PARK will allow according to negotiations a separate beverage Vendor such as Lemonade/Iced Tea/Slush drinks as per PARADISE PARK's discretion.
 - (b) Vendor area should be attended by their Authorized Agent/and or employee of Vendor during all Event hours, in their own best interest.
- 10. SIGNS AND NOTICES:** All signs and notices shall be professionally lettered and any sign or notice which does not conform shall be removed immediately.
- 11. SECURITY AND LIMITATIONS OF LIABILITY:** Event management will engage security guards but nevertheless assume no liability for loss damage from any cause whatsoever. Vendor and it's agent(s)/employees understands and agrees that said security personnel are independent contractors and that any such security is provided by PARADISE PARK solely as a courtesy. Vendor and it's agent(s) /employees further agrees that PARADISE PARK shall incur no liability and/or responsibility resulting from the acts or omissions of such security personnel. PARADISE PARK shall not be responsible for injury that may occur to a Vendor and it's agent(s) or his employees, nor for the safety of any Vendor's displays/tent/truck/trailer or it's content against theft, fires, accident or any other cause of loss or damage. If a Vendor and it's agent(s)/employee damages a building or any structure, Vendor shall reimburse the owners of the building for the cost of repairing the damage. PARADISE PARK shall cooperate fully at all times but shall not be responsible for (a) damage to Vendor's property, lost shipments either coming in or going out, moving costs; or (b) any damage loss, delays, etc. Any damage to transported property is solely Vendor's responsibility. In light of the above, we recommend that Vendor purchase adequate insurance coverage against these risks and on equipment/ exhibits and liability with their regular insurance carrier.
- 12. BREACH OF CONTRACT:** If a Vendor cancels for any reason whatsoever with a signed contract, they shall be held liable for the full amount of contracted cost. They shall also forfeit all monies which have been paid to reserve the space and be liable for the full cost of the space. The Vendor will also be liable for all costs incurred by management in consideration of the Vendor space including, but not limited to signage and Vendor listings in advertising placed on behalf of the Vendor. **NO REFUNDS WILL BE ISSUED.** Event management will also have the right to use the space as it deems necessary to eliminate blank spaces in the Event.
- 13. CANCELLATION:** Should the Event not be held for any reason and rescheduled, PARADISE PARK will transfer all monies paid for space rental to the rescheduled Event. Should the Event not be held for any reason and is never to occur, PARADISE PARK will issue a full refund for all monies paid. In the foregoing situation, Vendor's hereby waives any claim of damage, compensation of refund of money paid to PARADISE PARK except to the extent agreed to above.
- 14. UNETHICAL CONDUCT:** Unethical conduct or any infraction of the rules by the Vendor, his agents or employees will subject the Vendor and rental space to exclusion from the area. In the event of such exclusion it is agreed that no refund shall be made to the Vendor and PARADISE PARK shall not be liable for any damages or expenses incurred by the Vendor as a result of such exclusion.
- 15. DISPUTE RESOLUTION:** Any and all matters, questions and or topics not specifically discussed or addressed in the foregoing rules and regulations shall be subject to the decision of PARADISE PARK, whose decision shall be final.
- 16. AGREEMENT TO TERMS:** By erection of displays/tent/truck/trailer, Vendor expressly consents to and accepts the foregoing rules and regulations and represents that full compliance therewith has been made by Vendor. Revised 3/1/2019

I verify that all information contained in the application, to the best of my knowledge, is accurate at the time of submission.
I have read and understand the Application Contract and agree to abide by the Rules and Regulations contained therein.

Authorized Signature: _____ **Date:** _____