

Van Wert Rib Fest 2016

Vendor General Guidelines

Location/Dates

The 10th Annual Van Wert Rib Fest will be held at the Van Wert County Fairgrounds located at 1055 S Washington Street in Van Wert, Ohio. The event will be held on **Friday & Saturday, August 5 & 6, 2016.**

Hours of Operation

Vendors are to be open from 5:00 pm to 11:00 pm Friday and 11:00 am to 11:00 pm on Saturday. It is the option of each vendor to remain open on both Friday and Saturday until the event officially closes at 1:00 am.

Set-Up

All vendors will set up on Thursday, August 4 after 3:00 pm. All vendors must be open for business by Friday at 5:00 pm.

Booth Set-Up / Booth Size / Banner Placement

To ensure the safety of all, the vendor must ensure that its booth is composed of sturdy materials and safely constructed to withstand the elements of wind, rain, etc., which may be encountered during an outdoor event. The Committee will assign a booth location for each vendor determined by a blind draw. Vendor spaces will be 20 feet by 20 feet. Any sign, banner, or structure shall not exceed 16 feet in height unless the Committee grants prior approval. Banners must have adequate wind slits and be securely fastened to the booth, and the booth must be stabilized through the use of weighted barrels or by other appropriate means in order to ensure that the force of the wind against the banner will not knock over the booth or make the booth unstable. The vendor is responsible for providing all materials to make the booth safe and complete. The Committee reserves the right to require additional measures in booth set-up and banner placement to ensure that the vendor complies with the above requirements.

Use of Space

The Committee reserves the right to restrict exhibits because of safety, noise, method of operation, materials, or for any reason that, in the opinion of the Committee, may detract from the general character of the Rib Fest. Any activity that causes an annoyance to neighboring vendors, such as flashing lights, bullhorns, music, or interferes with the stage entertainment or other activities sponsored by the Committee, or results in obstruction of walk space or prevents ready access to a nearby booth will not be permitted.

Vendors are not permitted to sell or solicit business outside of their designated booth space.

The Committee will mediate all disputes and their ruling in such matters will be final.

Ice

The Committee is willing to be a source of ice for vendors during the event at a cost of \$2 per small bag and \$6 per large bag. Vendors will need to indicate on their entry form whether or not they are interested in having the Committee provide them with ice.

Electrical

We make every effort to provide electric near each booth; however, we recommend that each vendor have at least 150 feet of extension cord that meets or exceeds NEC code. An electrician, provided by the Van Wert County Fair Board, will be on site during set up hours to assist vendors with electric needs. During the event, itself, electrician services will be available on an as needed basis and vendors should be aware that the electrician must be called and response will not be immediate.

Refrigeration

As stated above, the Committee will provide a cold storage unit for the use of all vendors. The unit will be available from 8:00 am until 11:00 pm both days of the event. Additionally, the unit will be available the before the event from 1:00 pm to 8:00 pm for deliveries. It is imperative that your product is stacked neatly in the cold storage unit and not impairing others from using the space to its fullest extent.

Water

Water will be supplied to each vendor. Each vendor is responsible for providing his/her own "T" adapter and at least 100 feet of potable water hose.

Trash

You are responsible for keeping your area neat and clean at all times. Trash shall be disposed of in the dumpsters provided at the festival site. The Committee has engaged volunteers to take care of trash from the eating tents but is not there to serve vendors. You must take your trash to the nearest dumpster.

Smoking / Alcohol

Smoking or drink alcoholic beverages is NOT permitted in vendor booths, while working with food, or while transporting products to and from storage units.

Health & Sanitation

All food booths at the Van Wert Rib Fest must be licensed, either a temporary or as a mobile unit with a current license issued in the state of Ohio. A temporary license will be issued by the Van Wert County Health Department prior to the opening of the Rib Fest. The Health Department regulations require vendors seeking a temporary license to complete the application at least **7 days** before the event opens. (Note: The Committee has been informed the Health Department will no longer make exceptions to this requirement despite their willingness to do in the past.) The cost of a temporary license is \$50.00. For additional information contact Britt Menchhofer at the Van Wert County Health Department at 419-238-0808 ext.105. An application for a temporary license is included in this packet for those needing such a license.

Enclosed with this mailing is copy of the Van Wert County Health Department's "Packet for temporary Food Service Operations". This details the things the health department inspector will be looking for when your set-up is inspected prior to the opening of the Rib Fest. It is imperative that you are familiar with the requirements and it is your responsibility to be in compliance.

If a vendor is shut down due to a food safety violation (or for any other reason deemed necessary by the Rib Fest leadership), the vendor will NOT receive a refund of their vendor fee, or any portion thereof, or any other monetary compensation or form of relief.

Beverages

Vendors may NOT sell any beverages or give away beverages as part of any offer to their customers such as soda, water, tea or lemonade. Exception for tea and lemonade may be granted to non-rib vendors at the Committee's discretion.

Rib Fest food vendors are **NOT** permitted to sell any alcoholic beverages or to consume alcoholic beverages on the premises. If a vendor has any beverage signage other than Pepsi on their trailer, it **MUST** be covered.

Menu & Menu Pricing

Minimum pricing for rib products (2 bone sampler, half rack and full rack) will be established by the Committee prior to the start of the event. The Committee will base their decision on the market value of ribs in July. Vendors may sell above the minimum, but not below.

Vendors are permitted to prepare a menu of their choice and may also establish their own prices for these items with the exception described above and remembering the rule prohibiting the selling of any beverage.

Cash Control

Each vendor is responsible for the collection of cash as payment for its products. Each vendor is responsible for its own cash and change requirements. The Committee charges no percentage of sales fees to any vendor.

Security

The Van Wert Area Convention and Visitors Bureau will provide reasonable security during the event hours and overnight Friday. Reasonable care shall be taken to see that the vendors' booths are not damaged or destroyed; however, the Van Wert Area Convention and Visitors Bureau does not insure the safety or security of said vendor space, facilities, or equipment at any time.

Promotion

The Committee has the right to request products from the vendors for any promotional giveaway. In this regard, vendors will be required to accept, as cash, promotional tickets distributed by the Committee. Promotional tickets will be redeemed by the Committee at face value.

Liability & Insurance

Neither the Van Wert Area Convention and Visitors Bureau, the Rib Fest Committee, the Van Wert Agricultural Society nor their respective members, representatives, contractors, sponsors, successors and assigns will be responsible for any injury, loss, or damage that may occur to the vendor or the vendor's employees, agents, contractors, representatives, or property from any cause whatsoever. It is the vendor's responsibility to protect machinery, perishables and exhibits so that no injury will result to the vendor, public, visitors, guests, persons or property. The vendors on signing their entry form, expressly release, agree to hold, keep and save harmless and indemnify the Van Wert Area Convention and Visitors Bureau, the Rib Fest Committee, the Van Wert Agricultural Society and their respective members, representatives, contractors, sponsors, successors and assigns from and against any claims for any loss, damage, or injury arising out of or related to vendor's negligence in connection with vendor's participation in the Van Wert Rib Fest

EACH vendor is required to provide the Committee with an insurance certificate showing \$1,000,000 / \$2,000,000 limits of liability insurance. This certificate MUST show the Van Wert Area Convention and Visitors Bureau, the Rib Fest Committee, and the Van Wert Agricultural Society as "Additionally Insured."

Weather Guarantee

Vendors will have the option of being covered by the Rib Fest's Weather Insurance. The Committee will purchase weather insurance for both Friday and Saturday covering the busiest hours – 5:00 pm to 10:00 pm collectible if ¼ inch or more of rain falls during that time. **For an additional \$80 dollars added to the vendor's entry fee**, the Committee will guarantee that if weather conditions low us to collect on the weather insurance, the Committee would then refund a portion of the vendor entry fee. Vendors wanting to take advantage of this offer would need to indicate such on their entry form.

Failure to Comply

The Committee reserves the right to expel any vendor who, in the Committee's sole judgment, violates any of the rules and regulations set forth in this agreement and any subsequent amendment or any directive of the Committee or applicable law, ordinance, or regulation.

Once a vendor is expelled, he is not eligible to participate in future Van Wert Rib Fests.

Cancellation

In case of cancellation of Rib Fest or unavailability of the Van Wert Area Convention and Visitors Bureau space for specified use due to war, governmental action or order, act of God, fire, strike, labor disputes, or any other cause beyond the Committee's control, any signed agreement with a vendor shall terminate. The vendor shall be entitled to the return of the entry fee, less pro rata share of expenses incurred by the Committee in connection with this event allocable to the space.

Refund of the entry fee, as provide in this section, shall be the exclusive remedy of the vendor against the Committee or anybody else in case the event is canceled, rescheduled, of the space is unavailable for use. In case of damage to the vendor through war, governmental action or order, act of God, theft, vandalism, riot, acts of third parties, fire, strike, labor disputes, or any other cause beyond the Committee's control, the vendor expressly waives liability and releases the Van Wert Area Convention and Visitors Bureau, the Rib Fest Committee, the Van Wert Agricultural Society nor their respective members, representatives, contractors, sponsors, successors and assigns of and from all claims for damage and agrees that such parties shall have no liability whatsoever.

Cancellation by a vendor must be in writing at least thirty (30) days before the event and mailed to the Van Wert Area Convention and Visitors Bureau, 136 E. Main Street, Van Wert OH 45891. The vendor will receive a partial refund of \$100 only if the booth space is sold to another vendor. If the committee is unable to sell the space to another vendor, no refund will be made.

Amendments

The Committee reserves the right to make changes to these rules. All vendors will be advised of any such changes in writing.

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