Food Vendor Application
Heritage Music BluesFest
August 9, 10, 11, 2019
Heritage Port Amphitheater
Wheeling, WV

Company Name_____

Business Address_____

Contact Person(s) _____

Telephone – Business (_____)_____ Home (_____)_____

Cell: (_____)_____ Email: _____

Please list all items you intend to sell. Only items listed will be permitted for sale at the Festival.
Type of product (specify / attach menu if necessary)

FOOD VENDER BOOTH / COMMERCIAL:
This space is for those concessionaires involved in sales of food products of any type. Vending fee is **$650.00** and includes up to **4 vendor passes, Additional Passes @ $50 each**. 120 volts/20 amps is provided. An upgrade to 220volts/50 amps electrical service is available at a cost of $40. Include awnings, tables and necessary on-site storage in calculating the total square footage you will need. No booth including awnings/tables may exceed 12 feet in depth to comply with fire regulations.
All vendors will be expected to honor BluesFest VIP Meal Vouchers for a minimum $10 value. Vouchers will be redeemed by the BluesFest @ $6 per voucher (60% of face value)
Vendors dismantling before approved time will forfeit voucher reimbursement.

Actual size of booth/trailer/tent. Length_____ X depth _____ = _____sq. ft

Vending fee	= **$650.00**
220-50 amp electrical service upgrade #_____@$40 ea _____	= $_____
Additional Passes @ $50 each	= $_____
TOTAL VENDOR FEES	= $_____
50% Deposit (due by 7-14-19)	= $_____

A DEPOSIT OF 50% MUST ACCOMPANY THIS CONTRACT
BALANCE DUE ON OR BEFORE JULY 26, 2019
20% LATE CHARGE AFTER JULY 26, 2019.
ONLY CASH/MONEY ORDER, OR CERTIFIED CHECKS WILL BE ACCEPTED AFTER JULY 26, 2019.
Consideration will be given to requests when determining booth locations – however the Festival will make the final decision based on overall show environment.

I agree to abide by the rules and regulations of the Heritage Music BluesFest. (Rules are listed on page 2 of this contract)

DATE_____ SIGNED_____

TITLE_____

Returned signed copy to: ***Heritage Music * 34 Poplar Avenue * Wheeling, WV 26003***

c/o Bruce Wheeler heritagemusic@comcast.net Cell 304-280-5948

RULES AND REGULATIONS – 2019 HERITAGE MUSIC BLUESFEST HOURS

Friday 11:30 am to 11:00 pm, Saturday NOON to 11:00 pm, Sunday 1 pm to 10:00 pm

Vendors open at 11:30 AM on Friday for Taste of The Blues

EACH EXHIBITOR is required to keep at least one attendant in his/her booth during all festival hours.

PAYMENT/CANCELLATION OF DISPLAY SPACE: A deposit of 50% of total cost of the exhibit space must accompany the signed contract. All space must be paid in full by JULY 26, 2019. Space not paid by this date will be subject to cancellation and resale by the Festival. Space reserved within 30 days of the Festival opening date must be paid in full at the time of application. Vendor space may be cancelled up to June 9th without penalty; however, a cancellation fee equal to one-half the price of the space will be charged for space cancelled after June 9th, and full fee will be charged for space cancelled within 30 days of the opening date of the festival. The limit of claim for compensation shall not exceed the amount paid by exhibitor to the Heritage Music BluesFest

NOISE: Exhibits which include the operation of musical instruments, radios, sound motion picture equipment, public address systems or any noise-making machines must be operated so that resulting noise will not annoy or disturb adjacent exhibitors and their patrons

OPERATING RESTRICTIONS: No firm or organization will be permitted to solicit business within the festival area. This includes fliers. The Festival reserves the right to restrict displays, which, because of noise, methods of operation, materials, or for any reason become objectionable and, to prohibit or remove any displays which, in the opinion of the Festival Committee, detracts from the good character of the Festival. The serving or distribution of alcoholic beverages by concessionaires in any part of the Festival area is forbidden. Fliers are not permitted outside marked area of booth space

LIABILITY AND INSURANCE: Every reasonable precaution will be taken by the Festival to protect property during installation, festival period and removal. However, neither the Festival Committee, service contractors, any officers, staff members or directors of same, are responsible for the safety of property of exhibitors from theft or damage by fire, accident, vandalism or other cause. Guards employed by the Festival are on duty day and night; however management cannot be held responsible for exhibitor's property, whether located at their exhibit or anywhere else inside or outside the festival area. Small and especially valuable materials should be safely packed away by the exhibitor during hours when the exhibit is not manned. If Exhibitor feels he needs additional protection to cover hazards outlined above, he should take out his own insurance. All property of the exhibitor will remain under his custody and control in transit to and from within the confines of the Festival area subject to rules and regulations of the event. Exhibitors must carry appropriate insurance to cover display materials against injury to persons and property of others. By execution of this agreement, the concessionaire agrees to hold harmless the Festival from any claims arising out of the physical operations and product related exposures of their booth.

Be further advised that all vendors are required to carry bodily injury protection to cover premises and product related exposures in the amount of $300,000.00

SAFETY, FIRE, HEALTH AND SAFETY, FIRE, HEALTH AND APPLICABLE LAWS: This exhibitor shall assume all responsibility for compliance with local, city, state and federal safety, fire, health and other ordinances and laws regarding installation of and operation of equipment, displays and exhibit materials.

DEFAULT OF OCCUPANCY: Any exhibitor failing to occupy space as contracted for is obligated to pay the full rental cost of such space. In the event the exhibitor fails to install his display within the time limit set for opening the festival, or fails to pay the space rental at the time specified, or fails to comply with any provisions concerning his use of display space, the Festival shall have the right to take possession of said space and resell same, or any part thereof.

SUBLETTING OF SPACE: The exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to him. No exhibitor will be permitted to sell/display his products or services outside the confines of assigned booth in the festival area.

INSTALLATION: Concessionaires and exhibitors may begin setting up at **1:00 pm Thursday**, and must be ready for occupancy no later than **11:00 am Friday**.

DISMANTLING: Dismantling may begin immediately after festival closing at 10:00 pm Sunday and **NOT BEFORE**.

Clearance of all materials must be completed no later than 1:00 pm Monday or adjusted time. The Festival reserves the right, with no liability whatsoever for damage, spoilage, or loss – to dismantle, dispose of, store and clear from the premises any display materials, goods, property or merchandise of exhibitor who has failed to comply with the above requirement, or to order such work to be done at the sole expense of the exhibitor.
THIS WILL BE STRICTLY ENFORCED.

WATER AND ELECTRICAL: The City of Wheeling will provide a water manifold on the west side of Water Street. Concessionaires using an excessive amount of water should notify the Festival so that arrangements can be made to locate the booth near a catch basin. Drain hoses are the responsibility of the lessee. It is mandatory that all food booths have a water hook-up or have a self-contained water source.

220 VOLTS – 50 AMP SERVICE: Concessionaires requiring 220 volt- 50 amp service must have a 3-prong MALE plug for their wiring. The Festival will provide only ONE FEMALE plug. The committee will provide all other booths with two 110 volt-20 amp service at no charge. The concessionaires must use a grounded male plug for connections.

GENERAL: All matters and questions not covered by this agreement are subject to the decision of the Festival.
All amendments, decisions or interpretations that may be so made, shall be as equally binding on all parties as the original agreement.

AGREEMENT: By signing the contract, the exhibitor agrees to abide by these rules and regulations and the decision of the Festival