

2017 Vendor Application- June 10
www.beercheesefestival.com
859.737.0923

Owners Name: _____
Business Name: _____
Address: _____ P.O. Box: _____
City: _____ State: _____ Zip: _____
Telephone: _____ E-Mail: _____
Emergency telephone number day or night during the Festival: _____

I am applying for the following booth category. (Please check one from each section.)

- Section 1: Food Arts & Crafts Corporate Political KY Proud
- Section 2: Clark County Out of County
- Section 3: For Profit Vendor Non-Profit
- Section 4: Returning Vendor New Vendor

Total Length of trailer including tongue, awnings, and signs: _____

** Vendors may request additional ½ booth spaces when needed. ½ booth = ½ booth fees.

List all electrical appliances that will be used in your space: _____

| | | |
|---|------------------------|------------|
| Number of 10' by 10' deep spaces required: | _____ @ rate _____ | = \$ _____ |
| Electrical Service Required: (food only) | 110 service @ \$75.00 | = \$ _____ |
| | 220 service @ \$125.00 | = \$ _____ |
| Water Service: | Yes _____ No _____ | |
| Total Rental Fee | | = \$ _____ |

2017 Vendor Check List: Please use the following checklist for your records.

_____ Yes, I have completed and submitted the application along with pictures.

_____ Yes, I have enclosed my payment.

_____ Yes, I have read, understand and agree with the rules and regulations.

_____ Yes, I have attached the menu items. (Food Booths Only.)

_____ Yes, I have completed and submitted the acceptance agreement.

_____ Yes, I have attached my KY Proud Certificate (KY Proud only.)

_____ Yes, I have signed and submitted the Assumption of Risk, Release of Liability and Indemnification form.

Please remit to: Beer Cheese Festival
PO Box 40
Winchester, Ky. 40392

Beer Cheese Festival Acceptance Agreement – 2017

ONCE ACCEPTED BY THE BEER CHEESE FESTIVAL, AND AS AN EXPRESS CONDITION OF PARTICIPATION IN THE FESTIVAL, APPLICANT HEREBY AGREES:

- A.** To store products and merchandise at my own risk without exceptions or limitations.
- B.** To supply tent(s), trailer, tables, chairs, and any other equipment necessary to participate as a Vendor at the Festival.
- C.** To comply with all representations of this application, rules and regulations, policies and procedures, and all the conditions and deadlines set forth in the informational packet, which are hereby incorporated into this Agreement by reference. Applicant further acknowledges and agrees that if Applicant or its agents fail to comply with or satisfy any of the terms or conditions of this Agreement, including the incorporated materials, Organizers shall have the right to terminate Applicant's participation as a Vendor at the Festival and order its booth closed and shut down, in which case all entry fees would be forfeited.
- D.** Complete, sign and submit the Assumption of Risk, Release of Liability and Indemnity form releasing the Beer Cheese Festival Committee, Main Street Winchester Main Street and the City of Winchester, Kentucky from any and all liabilities. The Assumption of Risk, Release of Liability and Indemnification form is incorporated into this Agreement by reference.
- E.** To properly dispose of all trash and waste within the containers made available by the Beer Cheese Festival, and to remove all equipment in a timely manner at the conclusion of the Festival. Applicant agrees to pay for any expenses incurred as a result of not fully co-operating with the Organizers.
- F.** Should an act of God/terrorism/Mother Nature/or Community disaster occur, the Organizers in consultation with City of Winchester officials including, but not limited to, the Police Department, Fire Department, Public Works, and Emergency Management will make all decisions regarding the Festival based on safety first. The Winchester/Clark County Tourism Commission, Beer Cheese Festival Committee, Main Street Winchester Main Street Program and the City of Winchester, Kentucky cannot accept the risk of disaster for everyone. Each participant and vendor needs to accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Festival. There will be **NO REFUNDS** in the event that the Festival is cancelled due to incidents beyond the control of the Organizers such as outlined above.
- G. The undersigned has read, understands and will comply with all rules and regulations as outlined in the Agreement, including the materials incorporated herein by reference.**

Applicant's Signature: _____ Date: _____

For Office Use Only:

Date Received: _____ Approved: _____ Not Approved: _____

Booth Assignment: _____ Confirmation Sent: _____

Amount Paid: _____ Check #: _____ Acceptance Agreement: _____

Liability Insurance Included: _____ Photos Included: _____ Menu Included (Food): _____

Assumption of Risk, Release of Liability and Indemnification form: _____ 2017 KY Proud Certificate: _____

Please remit to: Beer Cheese Festival
PO Box 40
Winchester, Ky. 40392

Assumption of Risk, Release of Liability and Indemnification Form - 2017

In consideration of being permitted to take part in the Beer Cheese Festival, Applicant does hereby voluntarily assume all risks associated with participation in the Beer Cheese Festival and related activities, whether known, unknown, or reasonably foreseeable, including the risk of injury, illness, damage, loss, death, and economic harm. Applicant also does hereby release, covenant not to sue, and forever discharge Beer Cheese Festival Committee, Main Street Winchester Main Street Program, the City of Winchester, Kentucky and its officers and agents, and all sponsoring organizations and their directors, employees, sponsors, agents and volunteers (the "Released Parties"), from any and all claims, liabilities, losses, damages, expenses, accidents and occurrences (including attorney fees) arising out of, or in connection with the performance of the Beer Cheese Festival Participation Agreement, activities associated with the Festival or arising out of Applicant(s) participation in the Beer Cheese Festival. Applicant does further agree to indemnify, defend, and hold each of the Released Parties harmless from and against any and all such claims, liabilities, losses, damages, expenses, accidents and occurrences.

Signature (1): _____

Please print name: _____ Date: _____

Signature (2): _____

Please print name: _____ Date: _____

Signature (3): _____

Please print name: _____ Date: _____

Signature (4): _____

Please print name: _____ Date: _____

Please remit to: Beer Cheese Festival
PO Box 40
Winchester, Ky. 40392

2017 Beer Cheese Festival Vendor Policies and Procedures:

1. The Beer Cheese Festival is organized, produced and promoted by the Beer Cheese Festival Committee, a subcommittee of Main Street Winchester Main Street Program, which together will hereinafter be referred to as the Organizers.
2. The Organizers will do their best to place vendors in their first choice of location, but **no guarantees are made**. No vendor may assign, sublet, or apportion any part of a space without prior approval from the Organizers.
3. Booth spaces consist of space only. Tents, tables, chairs, electrical cords, water hoses, etc. are the responsibility of the vendor. Booth size is 10' wide by 10' deep. This is the **TOTAL** footage and **EVERYTHING must be contained in the assigned space, INCLUDING SIGNS**, as well as **the tongue and awnings of trailers**.
4. All vendors are responsible for maintaining pertinent licenses or permits and applicable taxes.

All vendors must also submit a completed Assumption of Risk, Release of Liability and Indemnity form (included herein) releasing the Beer Cheese Festival Committee, Main Street Winchester Main Street Program, City of Winchester, Kentucky, volunteers and sponsors from any liabilities must be submitted with application.

The failure to submit the Assumption of Risk, Release of Liability and Indemnity form is grounds to deny a vendor's application.

Trailers must follow traffic instructions for unloading and parking in the festival packet (to be received 2 weeks before the festival). All vehicles must be moved immediately after unloading and before 10:00 am. No drilling or defacing the streets or sidewalks by anchors will be permitted.

5. The Festival officially opens at 10 am Saturday, June 10, 2017. **Festival hours are Saturday 10:00 am to 5:00 pm**. Vendors must be present in their booths at all times and must remain open **until the close of the event. NO EXCEPTIONS!** Vendors leaving early will not be eligible to participate in future festivals. Booths and merchandise must be removed as quickly as possible on Saturday beginning at 5:00 pm. Vendors are responsible for cleaning up their area after teardown.
6. For public health, safety and welfare, motorized vehicles are not allowed into the festival area during working festival hours. **NO EXCEPTIONS!** Auto and supply vehicles must be parked in a designated separate area.
7. Minimum security will be provided. Neither the Organizers, nor the City of Winchester, Kentucky is responsible for any loss or damage incurred to the exhibitor's property. Organizers highly recommend that vendors pack and/or secure any products overnight.
8. Should an act of God/terrorism/Mother Nature/or Community disaster occur, the Organizers in consultation with City of Winchester officials including, but not limited to, the Police Department, Fire Department, Public Works, and Emergency Management will make all decisions regarding the Festival based on safety first. The Winchester/Clark County Tourism Commission, Beer Cheese Festival Committee, Main Street Winchester Main Street Program and the City of Winchester, Kentucky, cannot accept the risk of disaster for everyone. Each participant and vendor needs to accept the risk of loss of his or her entry fee in the event that the Organizers for any reason cancel the Festival. There will be **NO REFUNDS** in the event that the Festival is cancelled due to incidents beyond the control of the Organizers such as outlined above. The money paid to rent booth space is spent producing and promoting the event. The Organizers have ordered and are liable to pay for supplies, rentals and services needed to produce this event, regardless of the outcome. Production and promotional costs include, but are not limited to marketing, entertainment, stage, lighting, insurance, public sanitation, and permits.
9. There will be no refunds for vendor cancellations after May 1, 2017.

2017 Vendor Categories:

Note to ALL VENDORS: No food or beverage items to be consumed at the Festival may be sold from any booth, other than a food booth.

ARTS & CRAFTS/DIRECT SALES VENDORS

The Festival Committee will carefully screen all applications. Exhibitors must submit 3 photographs of the items to be sold, as well as a photograph of the booth.

All Arts & Crafts items must be hand crafted by the vendor. No flea market or commercially produced items.

Direct Sales are Pampered Chef, Mary Kay Cosmetics, Lula Roe, etc. Only one vendor per type will be allowed at the festival and are at the discretion of the Beer Cheese Festival Committee. Vendors will be accepted on a first come first serve basis

FOOD VENDORS

In order to avoid multiple food vendors from offering duplication of food items, the number and type of food vendors will be limited. Vendors are encouraged to consider food items that are unique.

All food vendors must submit a complete menu and price list with the application. **ONLY** the foods listed on the menu may be sold, and food prices must remain constant throughout the event. The Organizers reserve the right to have food vendors remove food items for sale that have not been previously approved.

All food vendors must contact the Clark County Health Department for temporary Food Permit: Carlene Witt - 859-744-1488

NOTE: Grills and fryers must be roped off from public to ensure safety

CORPORATE VENDORS

Corporate vendors are those who display and sell merchandise, which they buy for resale, or corporations distributing information about their company, including hiring opportunities. Exhibitors must submit 3 photographs of the items to be sold, as well as a photograph of the booth.

POLITICAL VENDORS

Informational booths are intended for political candidate/political parties to provide information. Please be respectful.

KENTUCKY PROUD VENDORS

Kentucky Proud booths are intended for displaying Kentucky Proud Items. Only vendors with current Kentucky Proud certification will be accepted. Please include a copy of your certificate with your application material.

2017 Vendor Booth Rental Rates

| | Early Bird (Deadline March 31, 2017) | Regular Rate (deadline April 30, 2017) |
|-----------------------------------|---------------------------------------|--|
| Food Booths* | for profit: \$150 non-profit: \$75 | for profit \$160 non-profit \$85 |
| Arts & Crafts/Direct Sales Booths | \$75 | \$85 |
| Kentucky Proud Booths | \$75 | \$85 |
| Corporate Booths | \$250 | \$250 |
| Rides/Games* | | |
| Political Booths | \$100 | \$110 |
| Non-Profit Booths | \$25 | \$35 |

*additional electric fees may apply