



The Appalachian Community Development Association

Appalachian Festival

Dear potential Food Vendor,

The A.D.C.A., sponsor of the 53th Annual Appalachian Festival, would like to thank you for your continued participation and support of the festival here in Cincinnati. May 11th & 12th 2024

Please complete and return the following by April 1, 2024

- a. Completed contract including menu
- b. Booth rental fee payable to A.C.D.A.
- c. Proof of insurance {Naming A.C.D.A./Appalachian Festival as an additional insured}
- d. Those who require a temporary food service license can contact the Cincinnati health department at 513-564-1751 or TempFoodLicensing@cincinnati-oh.gov
- e. As per Coney we are not allowed to serve burgers, pizza, snow cones, drinks.

BUSINESS NAME: _____

Primary contact: _____

of passes needed _____ (limit 6)

Booth size: 10x10 \$400.00 _____ 10x20 \$800.00 _____ 10x30 \$1200 _____

MAIL TO:

THE APPALACHIAN FESTIVAL, P.O. BOX 64, NEW RICHMOND, OH 45157

Once we receive your menu, the food committee will review it and will inform you as to what items are approved. Patrons have asked for new, vegetarian, healthier, homemade items. Not fast food. Remember only approved can be sold at the event.

Any communications regarding the festival should be directed to a Board member. We will be on site during the event and can be reached via two way radios available at the vendor/volunteer check in or the A.C.D.A. information booth.

If you have any questions please contact us at the number below, Thanks for your support.

Food Committee
513-251-3378



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GENERAL RELEASE AN ACCEPTANCE OF RULES

I/WE THE APPLICANT(S) HAVE READ THE FOOD VENDOR CONTACT GUIDELINES ATTACHED TO THIS LICENSING APPLICATION/ CONTRACT AND AGREE TO ABIDE BY SAID CONDITIONS. IN ADDITION, I/WE, THE APPLICANT(S), DO EXPRESSLY RELEASE THE PRODUCER "APPALACHIAN FESTIVAL/ THE APPALACHIAN COMMUNITY DEVELOPMENT ASSOCIATION" FROM ANY AND ALL LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO ANY PERSON OR GOODS WHICH MAY ARISE FROM THE LICENSING AND OCCUPATION OF THE EXHIBIT SPACE BY THE APPLICANT(S) AND AGREE TO HOLD AND SAVE THE PRODUCERS HARMLESS FROM ANY LOSS OR DAMAGE BY THE REASON THEREOF.

THIS CONTRACT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF SUCH STATE. IN THE EVENT THAT LEGAL ACTIONS REQUIRED TO ENFORCE THIS CONTRACT OR ANY TERMS THEREOF, SUCH ACTION SHALL BE BROUGHT IN THE COURTS OF HAMILTON COUNTY, OHIO, AND THE EXHIBITOR EXPRESSLY CONSENTS THE JURISDICTION OF SUCH COURTS. THE PARTIES AGREE TO ACCEPT SERVICE OF PROCESS IN SUCH ACTION BY ORDINARY MAIL SENT TO THEIR ADDRESS AS SET FORTH IN THIS CONTRACT. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE APPACHIAN COMMUNITY DEVELOPMENT ASSOCIATION / APPLACHIAN FESTIVAL AND THE EXHIBITOR(S) AND NO MODIFICATIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY THE PARTIES OR THEIR REPRESENTATIVES.

I/WE UNDERSTAND THAT IF THIS APPLICATION IS NOT ACCEPTED, ALL BOOTH RENTAL FEES WILL BE RETURNED BY MAIL. IF THIS APPLICATION IS ACCEPTED, I/WE GIVE PERMISSION TO USE MY NAME, BUSSINESS NAME, AND ANY PHOTOGRAPHS OR VIDEOTAPE TAKEN AT THE FESTIVAL OF ME OR MY ITEMS FOR ANY AND ALL PURPOSES.

APPLICANT'S SIGNATURE: _____ DATE: _____

THE A.C.D.A. BOARD MEMBER

FOOD COMMITTEE

513-251-3378

FOOD VENDOR

PRIMARY CONTACT: _____

D.B.A.: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

CELL PHONE: _____

ALTERNATE CONTACT: _____

CELL PHONE: _____

EMAIL: _____



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PLEASE DO NOT SET UP UNTIL THE FOOD COMMITTEE SHOWS YOU YOUR ASSINGED SPACE

VENDOR'S ON SITE MANAGER(S) WILL BE: NAME CELL PHONE #

Thur. May 9th (festival set-up) _____

Fri. May 10th (festival set-up) _____

Sat. May 11th _____

Sun. May 12th _____

53nd ANNUAL APPALACHIAN FESTIVAL

FOOD VENDOR CONTRACT GUIDELINES

HOURS OF OPERATION: 10am-9pm, May 11th 10am-6pm, May 12th

ALL VENDORS MUST BE OPERATIONAL DURING ALL SHOW HOURS!

PLACE OF OPERATION: CONEY ISLAND PARK, 6201 KELLOGG AVE, CINCINNATI, OHIO 45230, AND MORE SPECIFICALLY, THE SPACE DESIGNATED BY THE APPALACHIAN FESTIVAL

The Appalachian Festival will provide the following:

- a. One 110 volt / 20 amp electrical outlet, where available.

The Vendor shall supply the following:

- a. All necessary service/sales and set up staff.
- b. Ample amount of all necessary supplies for the duration of the Appalachian Festival event.
- c. Daily set up and removal of materials and products to and from the place of operation.
- d. Either plastic/roofing material or plywood under their location and will properly dispose of all refuse and cooking oil.

IF YOU DON'T HAVE A PRINTED MENU, PLEASE USE THE SPACE BELOW. THANKS.



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KEEP THIS PAGE FOR YOUR REFERENCE

THE APPALACHIAN FESTIVAL/A.C.D.A. IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO ANY OF THE VENDOR'S EQUIPMENT OR MERCHANDISE. THE VENDOR SHALL HOLD THE APPACHIAN FESTIVAL/A.C.D.A. HARMLESS FROM ALL LOSS, LIABILITY, AND EXPENSES (INCLUDING ATTORNEY FEES) RELATED TO, CONNECTED WITH, OR ARISING OUT OF THE VENDOR'S OPERATION, SERVICES AND OR PRODUCTS OR ANY ACT OR OMISSION OF THE VENDOR, IT'S AGENT, EMPLOYEES AND OR CONTRACTORS.

THE VENDOR AGREES TO COMPLY WITH ALL GOVERNMENTAL LAWS, ORDINANCES, AND REGULATIONS, INCLUDING OBTAINING ALL LICENSES AND/OR PERMITS AS ARE REQUIRED BY LAW. THE VENDOR SHALL BE SOLELY RESPONSIBLE FOR SUPERVISING ITS AGENTS, EMPLOYEES AND/OR CONTRACTORS. THE VENDOR AGREES TO ABIDE BY ALL RULES, DIRECTIVES AND/OR POLICIES SET UP BY THE APPALACHIAN FESTIVAL/A.C.D.A.

THE VENDOR IS AN INDEPENDENT CONTRACTOR, AND NOTHING HEARIN SHALL BE DEEMED OR CONSTRUED AS CONSTITUTING THE VENDOR, AGENT, PARTNER, JOUNT VENTURE, OR EMPLOYEE OF THE APPALACHIAN FESTIVAL/A.C.D.A.

THE VENDOR AT ITS SOLE COST AND EXPENSE, SHALL MAINTAIN, OR CAUSE TO BE MAINTAINED, COMPREHENSIVE GENERAL LIABILITY INSURANCE, INSURING ALL ITS OPERATIONS ON OR AT THE PLACE OF OPERATION BY ITS AGENTS, EMPLOYEES, LICENSEES, ASSIGNS AND INVITEES, IN AN AMOUNT NOT LESS THAN \$1,000,000.00, WITH RESPECT TO PERSONAL INJURY OR DEATH OF ANY ONE OR MORE PERSONS, AND/OR WITH RESPECT TO PROPERTY DAMAGE RESULTING FROM ANY ONE OCCURRENCE. IN ADDITION, THE POLICIES REQUIRED HEREIN TO BE MAINTAINED BY THE VENDOR SHALL NAME THE APPALACHIAN FESTIVAL/A.C.D.A. AS AN ADDITIONAL INSURED AND SHALL CONTAIN THE PROVISION THAT NO ACT OR OMISSION OF THE PARTY ACQUIRING THE INSURANCE SHALL AFFECT OR LIMIT THE OBLIGATION OF THE INSURANCE COMPANY TO PAY ON BEHALF OF THE APPALACHIAN FESTIVAL/A.C.D.A., WITHIN THE LIMITS PROVIDED IN THE POLICY, THE AMOUNT OF ANY LOSS SUSTAINED. ALL POLICIES OF INSURANCE REQUIRED TO BE MAINTAINED HEREUNDER SHALL PROVIDE THAT SUCH POLICY SHALL NOT BE CANCELED EXCEPT UPON 30 DAYS NOTICE TO ALL NAMED INSURED. THE VENDOR SHALL DELIVER TO THE APPALACHIAN FESTIVAL/A.C.D.A. ON OR BEFORE APRIL 1ST OF THE CURRENT YEAR, A COPY OF ALL POLICIES OF INSURANCE REQUIRED TO BE MAINTAINED HEREUNDER, OR CERTIFICATES OF INSURANCE. ALL INSURANCE COMPANIES PROVIDING ANY OF THE INSURANCE SPECIFIED HEREIN SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF OHIO.

ONCE WE RECEIVE YOUR MENU, THE FOOD COMMITTEE WILL REVIEW THEM AND WILL INFORM YOU AS TO WHAT ITEMS ARE APPROVED TO BE SOLD AT THE EVENT. PATRONS HAVE REPEATEDLY ASKED FOR NEW, VEGETARIAN, HEATHIER AND HOMEMADE FOOD ITEMS. NOT FAST FOOD. REMEMBER ONLY APPROVED ITEM MAY BE SOLD AT THE EVENT.

ANY COMPLAINTS AND/OR COMPLIMENTS ABOUT THE FESTIVAL, HOW IT'S RUN OR ANYTHING ELSE SHOULD BE DIRECTED TO ONE OF OUR FOOD COMMITTEE MEMBERS OR THE FESTIVAL COORDINATOR- NOT OUR PATRONS OR CONEY STAFF. WE WILL BE ON SITE DURING THE EVENT AND CAN BE REACHED VIA TWO RADIOS AVAILABLE AT THE VENDOR/VOLUNTEER CHECK IN OR THE A.C.D.A. INFORMATION BOOTH.