



# 52<sup>nd</sup> Annual Appalachian Festival FOOD VENDOR CONTRACT

May 13 & 14, 2023

Coney Island, Cincinnati, Ohio  
[www.appalachianfestival.org](http://www.appalachianfestival.org)

The Appalachian Community Development Association, a non-profit organization whose purpose is to promote the educational, cultural, and social well being of the Appalachian population of Greater Cincinnati, has sponsored the Appalachian Festival since 1974. The **Appalachian Festival** began in 1970 as a project of The Junior League of Cincinnati, and all profits go towards our grant program.

**The Purpose of the Appalachian Festival is to:**

- Foster among Appalachian migrants in the Greater Cincinnati Area, a sense of pride in their heritage.
- Educate the public about Appalachian Culture.
- Provide a marketplace for traditional hand-made Appalachian Crafts.
- Celebrate traditional Appalachian Music, Dance, Stories, Cooking and other cultural treasures.

**BUSINESS NAME:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_

**# of (Name Badge) Passes Needed:** \_\_\_\_\_ (LIMIT 6)

**Booth Size:** *select a space size below*

10 x 10 \$400.00 \_\_\_\_\_ 10 x 20 \$800.00 \_\_\_\_\_ 10 x 30 \$1,200.00 \_\_\_\_\_

**Payable by Vendor to The A.C.D.A. on or before May 1, 2023**

**Vendor submits the following menu items to be considered by The Appalachian Festival and agrees to serve only the items approved.**

_____	_____
_____	_____
_____	_____

**GENERAL RELEASE AND ACCEPTANCE OF RULES**

I / we the applicant(s) have read the "FOOD VENDOR CONTRACT 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 laws of such state. In the event that legal action is required to enforce this contract or any of the 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 Appalachian Community Development Association / The Appalachian Festival and the Exhibitor (s) and no modification 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, business name, and any photographs or videotape taken at the show of me or my items for any and all purposes.

**Applicant's Signature:**

**Date:** \_\_\_\_/\_\_\_\_/2023

**THE A.C.D.A. Board Member**

\_\_\_\_\_  
Bruce Wetmore,  
FOOD COMMITTEE  
Phone: 513-251-3378

**FOOD VENDOR**

**Primary Contact:** \_\_\_\_\_

D.B.A.: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Cell Phone: ( ) \_\_\_\_\_

**Vendor's on-site Manager(s) will be**

**Name**

**Cell Phone #**

(Don't set up until Bruce shows you to your assigned space!)

Thurs., May 11<sup>th</sup> (Festival Set-Up)

Fri., May 12<sup>th</sup> (Festival Set-Up)

Sat., May 13<sup>th</sup>

Sun., May 14<sup>th</sup>

*All Vendors must be open and operational during all show hours!*



**51<sup>ST</sup> ANNUAL APPALACHIAN FESTIVAL**  
**FOOD VENDOR CONTRACT GUIDELINES**  
**Arts, Crafts, Music, Storytelling, Dance, Living History and Traditional Foods**

**DATES OF OPERATION:** May 13 & 14, 2023  
**HOURS OF OPERATION:** 10:00 AM – 9:00 PM, May 13<sup>th</sup>  
10:00 AM – 6:00 PM, May 14<sup>th</sup>  
**All Vendors must be open and operational during all show hours!**

**PLACE OF OPERATION:** Coney Island Park, 6201 Kellogg Avenue, Cincinnati, Ohio 45230, and more specifically, the space(s) designated by The Appalachian Festival.

The Appalachian Festival will provide the following:

- a. One (1) 110 Volt / 20 Amp electrical outlet, where available.

The Vendor shall supply the following:

- a. All necessary services/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 place of operation.
- d. Either plastic/roofing material or plywood under their location and will properly dispose of all refuse and cooking oils.

The Appalachian Festival is not responsible for any loss or damage to any of Vendor's equipment or merchandise. The Vendor shall indemnify and hold The Appalachian Festival harmless from all loss, liability, and expenses (including attorney fees) related to, connected with, or arising out of Vendor's operations, services and/or products or any act or omission of Vendor, its agents, employees and/or contractors.

Vendor agrees to comply with all governmental laws, ordinances, and regulations, including obtaining all licenses and/or permits as are required by law. Vendor shall be solely responsible for supervising its agents, employees and/or contractors. Vendor agrees to abide by all rules, directives and/or policies set up by The A.C.D.A./The Appalachian Festival.

Vendor is an independent contractor, and nothing herein shall be deemed or construed as constituting Vendor the agent, partner, joint venture, or employee of The Appalachian Festival.

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 Vendor shall name The A.C.D.A./The Appalachian Festival as an additional insured and shall contain the provision that no act or omission of the party acquiring such insurance shall affect or limit the obligation of the insurance company to pay on behalf of The A.C.D.A./The Appalachian Festival, 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 thirty (30)

days' notice to all named insured. **Vendor shall deliver to The Appalachian Festival on or before April 1, 2022, 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 **proposed** menu items, 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, healthier and homemade (not fast food) food items.** Remember, ONLY approved items are to be sold at the event!

Unless prior arrangements are made with Coney Island staff, drinks of any kind are to be sold Coney only.

Any complaints and/or compliments about the Appalachian 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'll be on-site during the event and can be contacted via two-way radios available at the vendor/volunteer check-in tent or The A.C.D.A. Information Booth.



Keep this page for your reference!

Complete and return all the following items by April 1, 2023

- a. **Completed Contract and mail**
- b. **Proposed Menu List**
- c. **Booth Rental Fee payable to "The A.C.D.A."**
- d. **Proof of Insurance (Naming "The A.C.D.A.- Appalachian Festival as an *Additional Insured*...)**
- f. **Health Department Form**

**Mail to:**

**Appalachian Festival**

*Food Committee*

*PO Box 64*

*New Richmond, OH 45157*