



## HEINI'S OHIO CHEESE FESTIVAL FOOD VENDOR AGREEMENT

Email: [info@heinis.com](mailto:info@heinis.com)  
Mail Vendor Applications to:  
Heini's Ohio Cheese Festival  
6005 C.R. 77  
Millersburg, Ohio 44654

June 13-14, 2008  
Free Admission  
Continuous Entertainment

### Section 1.0 VENDOR INFORMATION (complete all fields)

VENDOR \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
BUSINESS PHONE \_\_\_\_\_  
CELL/ALT PHONE \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
WEB ADDRESS \_\_\_\_\_

### Section 2.0 VENDOR SPACE AND SERVICES (indicate quantities)

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
	Space	10x20 area on site	\$275.00	\$275.00

INCLUDES: SECURITY, ELECTRICIY (ONE 220 and/or 110V) AND WATER

Electric	Additional 110V 20 amp	\$25.00
Electric	Each additional 220V	\$100.00
Water One Feed	NC 0	

TOTAL: \_\_\_\_\_

Please note: This "Total Amount Due" will be deposited as a non refundable fee.  
No commission rate will be due at the end of the event.

Read this entire Agreement carefully. Send the completed contract via fax, (330)893-2079 email ([jfmiller@heinis.com](mailto:jfmiller@heinis.com)) or post along with full payment to arrive by January 15, 2008. Food vendor is solely responsible for obtaining all permits, licenses, and certificates of Liability Insurance are required herein. Specific terms include times of set up, breakdown, and hours during which vendor must have food products for sale. **VENDOR INITIALS ARE REQUIRED IN EACH SECTION BOX.**

Completed application, including copies of required documentation, shall result in the assignment of a Vendor ID and Booth Space. A copy of this contract will be returned with that information in your Festival Food Vendor Packet.

**SECTION 3.0 TERMS AND CONDITIONS read carefully. Initial at left where required**

**Section 3.1 Deadlines, Documentation and payment**

**THE DEADLINE DATE IS January 15, 2008. Food booth fee must be paid on or before deadline and remitted with this Food Vendor Agreement. In addition, the Food Vendor must by the date of June 1, 2008 submit copies of proper State of Ohio Vendor's License, Holmes County Health Department Certificate\* or Statewide permit and Certificate of Liability Insurance naming Bunker Hill Cheese Co. as an additional insured. No application shall be considered complete without these items and no agreement is accepted in their absence\*. Any returned check shall be subject to a \$30.00 returned item fee per instance. Any such additional fee must be paid for this contract to be accepted. Please Initial here \_\_\_\_\_\*Deadline for health –June 1, 2 008**

**Section 3.2 Setup, Breakdown and hours of operation**

**Food Vendor specifically agrees herein to provide full food service the entire course of the festival during Festival hours of 12:00 p.m. – 8:00 p.m. (June 13) and 9:00 a.m. – 8:00 p.m. (June 14). Set up will be by schedule beginning 12:00 p.m. June 11. Each Food Vendor will be given a set up time on either June 11 or June 12 in sequential order of booth numbers. Breakdown may begin 8:00 p.m. and completed by 10:00 p.m on June 14, 2008. SETUP AND BREAKDOWN MAY ONLY OCCURR DURING THESE STATED TIME PERIODS. Early dismantle is not allowed under any circumstances. All trash and debris must be cleared from vendor area at Festival close... FAILURE TO PROPERLY CLEAR GROUNDS SHALL RESULT IN A \$75.00 CLEAN UP FEE ASSESSMENT. Please Initial here \_\_\_\_\_**

**Section 3.3 The Vendor, including all of its owners, agents, employees or assigns, hereby releases and waives any and all claims for personal injury, product liability, theft, breakage or other Damage against Bunker Hill Cheese Co./Heini's Cheese, its agents, contractors, successors, owners, employees, and assigns from or otherwise pertaining to the space and equipment rental hereunder and Vendors expressly assume the risk of rain, wind, lightning and other weather related elements on the days of the set up/ breakdown and HEINI'S OHIO CHEESE FESTIVAL expressly disclaims any obligation or representation related to the number of persons to be attending the Festival or the revenue to be derived there from. Please Initial here \_\_\_\_\_**

**Section 3.4 Food and other sale items and Price**

**ALCHOLIC BEVERAGES MAY NOT BE SOLD OR DISPENSED BY FOOD VENDORS. Please List all Food, Drink and other items and sale prices in this section. Please Print Legibly. You will be notified if any item is not acceptable at the festival. Items not approved or not on this list will be prohibited at the festival. Please note, this is a first come, first serve basis. You may list all foods you wish to sell. If no one ahead of your receipt has requested the same foods, you will be approved. No repeat on major food items; however, repeat is allowed on some side items, drinks, etc.**

**Please Initial Here \_\_\_\_\_**

**See Next Page to list food items.**

## **Section 4.0 OTHER TERMS AND CONDITIONS**

### **Section 4.1 Space and other requirements**

**SPACE:** Unless otherwise indicated, all spaces for the paid are 12 x 20 foot areas. Any substantial uses of space beyond those measurements will be subject to a charge of \$15.00 per foot.

**Vendor hereby states that the total amount required for Food Vendor Booth/equipment is \_\_\_\_\_X\_\_\_\_\_ feet. Other requests such as WATER, should be listed below with brief description. Location was determined in the order that vendors accepted Festival invitation. ALSO: LIST SPECIFIC ELECTRICAL NEEDS HERE!**

Please initial here \_\_\_\_\_

**Section 4.2 Assignment, Governing Law and Manner of Action**

This contract may not be assigned by the Vendor to any other party, nor may the space or location be shared with any other party or vendor without the expressed written approval of Heini's Ohio Cheese Festival, evidenced by Section 4.1 above. Vendor contracts may be cancelled without penalty at any time up to thirty (30) days before the Festival. Vendors that are not on premise by 12:00 P.M., June 13, 2008 shall be subject to a fine of \$200.00 and future assignment of their space to stand by only at future Festival Events. The contract shall be governed by and under Statutes of the State of Ohio. No vendor or exhibitor may act in a manner contrary to the laws of the United States, the State of Ohio, Holmes County or the ByLaws of the Heini's Ohio Cheese Festival. This contract represents the sole agreement between the parties and no other representations, statements or understanding are included as any part of this agreement.

**Section 4.3 Contract Signatures for Exclusive Agreement**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2007, 2008. At  
(State) \_\_\_\_\_, (county) \_\_\_\_\_

X  
(Signature)

Authorized Vendor Signature Above

PRINT NAME here: \_\_\_\_\_

FOR OFFICE USE ONLY Vendor Application received \_\_\_\_\_ / \_\_\_\_\_ 2007 Check (utilities/extra space) received \_\_\_\_\_ / \_\_\_\_\_ 2007 Amount received \$ \_\_\_\_\_ check/cash Circle one State of Ohio Sales Tax Certificate/Vendor's license Received Number \_\_\_\_\_ Holmes County (Ohio) Health Certificate Received \_\_\_\_\_ / \_\_\_\_\_ and confirmed approved with HCHD Certificate of Liability Insurance Received \_\_\_\_\_ / \_\_\_\_\_ with confirmation of Bunker Hill Cheese Vendor has complied with all contract obligations, including setup, breakdown and hours of operations and is eligible to be a vendor for future Heini's Ohio Cheese Festival

APPLICATION APPROVED. VENDOR ID \_\_\_\_\_ -BOOTH \_\_\_\_\_