



PO Box 442, Kenova, WV 25530

Email: info@CKAutumnFest.com

## Pumpkin House Food Concession Application for 2023

Application Deadline October 1<sup>st</sup>

Dates of operation are October 26<sup>th</sup> - 29<sup>th</sup> on Beech St., Kenova, WV. Setup is October 26th

Name/Organization \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Person Responsible for Business Concession \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

\$200 fee for up to 20-foot space (measured from bumper to hitch).

Includes **one** 20-amp service. Ten concessions spaces will be available on Beech Street at The Pumpkin House.

If power hookups in addition to the 20-amp service are required, please indicate below. There is a charge for additional hook-up – see below.

\$25 20-amp 110 volt \_\_\_\_ \$35 30-amp 110 volt \_\_\_\_ \$50 30-amp 220 volt \_\_\_\_

*Please make sure you have made arrangements for adequate power when filling out your application. Concession is to provide the necessary power cables and festival personnel will make the required service connection.*

### Concession Item

Please list all items to be sold:

\_\_\_\_\_  
\_\_\_\_\_

All items listed above are subject to approval by the board of directors. If you are accepted and deletions are necessary you will be notified of deletion(s).

### **Indemnification**

The concessionaire agrees to indemnify, hold harmless, and defend the sponsor(s), management or agents of the C-K AutumnFest., collectively or individually, for any loss or injury, that may arise or occur, by or to the independent contractor, his employees or agents, his property or merchandise, from any causes or negligence, natural or otherwise, during or while conducting any business or any other related activities by himself or his agents, in connection with this contract or any other agreement or contract.

### **Certificate of Insurance**

A copy of a valid insurance policy or certificate of insurance (naming the C-K AutumnFest as the "additional insured") will be required by the C-K AutumnFest Board of Directors before concessions will be allowed to set-up. Concessionaires must have a current insurance policy in effect.

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

By submitting this application for concession space, I/we, having read the Food Concession Booth Rental Agreement Rules and Regulations, accept and agree to be bound by the terms listed in them. I hereby release the C-K AutumnFest Board from any and all claims arising from my participation in said festival.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Once your application is received and approved you will receive a confirmation email notifying you of your acceptance along with a confirmation number. You will receive this email within two weeks of our receiving your application. If you do not receive a confirmation email, please call or send us an email to let us know you did not receive it. Please print the email and bring it with you when you come to set up your booth. *You must bring a copy of your confirmation email in order to set up at the AutumnFest.* If you do not have email a hard copy will be mailed to you

Make check payable to: C-K AutumnFest Mail the application to: C-K AutumnFest

PO Box 442  
Kenova, WV 25530  
Attn: Food Vendor Application

Application deadline is October 1<sup>st</sup>. Payment must accompany all applications.

If you have questions, email: [info@ckautumnfest.com](mailto:info@ckautumnfest.com)

## **Food Concession Rules and Regulations - Booth Rental Agreement - 2023**

**Dates:** Thursday October 26<sup>th</sup>, Friday October 27<sup>th</sup> and Saturday October 28<sup>th</sup>

**Times:** Concessions open each day 5:00pm to 10:00pm

*Vendors are required to remain open during operating hours. Vendors have the option of remaining open after hours as long as crowd warrants.*

**Set-up:** Vendors will be placed in their designated spots Wednesday October 25<sup>th</sup> from 9:00am – 4:00pm. *These are the only hours vendors will be able to move in to their space unless other arrangements have been made prior to set-up day.*

**Removal:** All concessions must be removed no later than 5:00pm Monday immediately following festival week unless other arrangements have been made.

1. SPACE ALLOCATION WILL BE DONE IN A MANNER WHICH ACHIEVES THE MOST EFFECTIVE OPERATING RESULTS.
2. A CONCESSIONAIRE MAY NOT SHARE OR SUBLET SPACE WITHOUT PERMISSION OF FESTIVAL MANAGEMENT.
3. NO SOLICITATION FOR BUSINESS SHALL BE PERMITTED OUTSIDE OF CONCESSION BOOTH. SAMPLES, ETC., MAY ONLY BE DISTRIBUTED WITHIN THE CONFINES OF THE CONCESSIONAIRE'S BOOTH.
4. ALL AMPLIFYING SYSTEMS USED BY THE CONCESSIONAIRE MUST BE KEPT AT MODERATE VOLUME. SOLICITING FOR BUSINESS OVER AMPLIFYING SYSTEM WILL BE STRICTLY PROHIBITED.
5. ALL PACKING CONTAINERS AND SIMILAR MATERIALS ARE TO BE REMOVED FROM CONCESSION AREA BY CONCESSIONAIRES UPON COMPLETION OF SETUP.
6. SALE, USE, OR POSSESSION OF ANY INTOXICATING OR CONTROLLED SUBSTANCE OR BEVERAGE IS STRICTLY PROHIBITED. VIOLATORS WILL BE REMOVED FROM THE PREMISES AND MAY BE SUBJECT TO PROSECUTION.
7. SALE, POSSESSION, OR DISPLAY OF FIREARMS AND/OR AMMUNITION, ANY TYPE OF FIREWORKS, OR ANY OTHER ITEMS WHICH MAY CAUSE BODILY INJURY OR LOSS IS STRICTLY PROHIBITED.

8. SALE OR DISPLAY OF PORNOGRAPHIC OR SEXUALLY ORIENTED MATERIALS IS STRICTLY PROHIBITED.

9. CONCESSIONAIRES ARE TO SELL ONLY THOSE PRODUCTS APPROVED BY FESTIVAL MANAGEMENT.

10. ALL CONCESSIONS MUST COMPLY WITH THE WAYNE COUNTY HEALTH DEPARTMENT REGULATIONS. NO CONCESSION WILL OPEN UNTIL APPROVED BY THE HEALTH DEPARTMENT. CONCESSIONS MUST COMPLY WITH WAYNE COUNTY HEALTH CODE. REFUNDS WILL NOT BE ISSUED TO ANY CONCESSION CLOSED FOR NON-COMPLIANCE.

11. ALL CONCESSIONS ARE TO BE OPEN BY POSTED OPENING TIMES AND STAY OPEN UNTIL POSTED CLOSING TIMES THURSDAY, FRIDAY AND SATURDAY. CONCESSIONAIRES WILL BE PERMITTED VEHICLE ACCESS TO THEIR BOOTHS PRIOR TO OPENING TIME OF FESTIVAL FOR THE PURPOSE OF RESTOCKING THEIR BOOTH. DESIGNATED PARKING WILL BE AVAILABLE FOR CONCESSIONAIRES.

12. ALL ELECTRICAL SUPPLIES MUST BE PROVIDED BY CONCESSIONAIRE.

13. TRAILER OR OTHER CONCESSION STRUCTURE MUST BE ON SITE AND READY FOR PLACEMENT BY NOON WEDNESDAY, OCTOBER 26th.

14. IF CONCESSIONAIRE FAILS TO OCCUPY THE CONTRACTED SPACE BY 4:00PM WEDNESDAY FESTIVAL MANAGEMENT WILL HAVE THE RIGHT TO USE SAID SPACE AS IT SEES FIT.

15. NO REFUNDS WILL BE MADE FOR CONTRACTS CANCELLED AFTER OCTOBER 1ST.

16. FOOD PREPARATION MUST BE DONE WITHIN ASSIGNED SPACE.

17. BAG ALL TRASH AND SET IT BESIDE YOUR BOOTH DURING OPERATING HOURS. AFTER CLOSING PLACE IT BEHIND BOOTH FOR PICK-UP BY SANITATION WORKERS.

18. CONCESSIONAIRES MUST AGREE TO KEEP AN ATTENDANT IN THEIR BOOTHS DURING ALL FESTIVAL OPERATING HOURS. NO CONCESSION MAY BE DISMANTLED BEFORE THE SPECIFIED TIME, NOR MAY ANY PART OF THE CONCESSION OR EQUIPMENT BE REMOVED ONCE IT IS IN PLACE.

19. VENDORS ARE TO CONDUCT THEMSELVES IN A PROFESSIONAL MANNER. ANYONE DISPLAYING RUDE AND UNEXCEPTABLE BEHAVIOR WILL BE ASKED TO LEAVE AND THEIR BOOTH FEE WILL NOT BE REFUNDED.

**\*\* FESTIVAL MANAGEMENT WILL HAVE FINAL SAY IN ANY MATTER REQUIRING ARBITRATION.**