

**Food Vendor Participation Contract**  
**Berea International Festival, PO Box 998, Berea, KY 40403**

Your business name: \_\_\_\_\_ Name of owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State/zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cellular phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Do you use a Tent? \_\_\_\_\_. Trailer? \_\_\_\_\_. Size: \_\_\_\_\_ sq ft.

What kind of electric power do you need? \_\_\_\_\_.

Please read the accompanying information. When you sign this document, you will be agreeing to abide by all policies set by the Berea International Festival (BIF), and Madison County Health Dept. Please sign and return this form by March 31.

Payment for an up to 10x20 sq ft space is **\$395.00**, non-refundable to accompany this application.

Your payment is a commitment to show. No refunds will be given. Food service vendors must be inspected by an authorized agent of the Kentucky State Health Department. Vendors whose services or personal conduct are deemed unsatisfactory, or whose concession does not meet the Kentucky Health codes will be asked to remove the concession from the festival with no refund or fees. The vendor assumes full responsibility for reporting and paying any and all applicable taxes and conditions under KRS chapter 42 (commonly known as the Workers' Compensation Act).

All food service vendors must carry their own liability and property insurance in the amount determined by the law. By signing this document you agree to hold harmless the Berea International Festival (BIF) and the City of Berea as well as the staff, officers and volunteers of both organizations for any loss, theft, damage, or personal injury you may occur, even if such loss, theft, damage, or personal injury results from the negligence, or other fault of the BIF or the City of Berea and even with the regard to claims made or lawsuits brought by third parties. Neither the BIF or the City of Berea shall be held liable for any reduction in expected revenue for any reason; any injury to food vendors or his or her family, friends and associates. I agree to bear all risk and expense for any loss, theft, or damage to my property and belongings. The BIF reserves the right to reject a vendor application for any reason they may deem necessary. If a vendor application is rejected by BIF, the vendor will be notified and their payments will be refunded.

Will you provide a discount for exhibitors and staff? Yes \_\_\_ No \_\_\_ If yes, what percentage? \_\_\_\_\_

Since this is an international festival, ethnic and international food menu offerings will be given first consideration.

\_\_\_\_\_  
Signature Title Date

**We All Smile in the Same Language.**

## General information and policies for food vendors

1. Festival dates are listed on the front page of the website. The festival will be opened Friday at 3:00 PM – 7:00 PM, Saturday 10:30 AM – 7:00 PM, Sunday 10:30 AM – 5:00 PM. All booths must be available for a health inspection no later than 2:00 PM. Don't break down the booth prior to 5:00 PM Sunday.
2. Food vendors may set up from 8:00 AM on Friday. If you arrive Thursday, please make a special request.
3. All vendors must have removed their vehicles and other trailers from the folk center parking lot by 2:00 PM Friday, and may not return until after 5:00 PM Sunday. There will be a designated vendor parking. If you must have access to your vehicle or trailer for use of freezer or storage please get BIF approval before the event. You should contact the BIF director with any questions.
4. Nightly security will not be provided on a regular basis, and BIF cannot assume responsibility for loss, or damage to food or food booths at any time during the event.
5. BIF has the final say on the location of your booth.
6. You must participate in all designated food vendor days of the event regardless of the weather. The event remains open during rain.
7. No pets are allowed.
8. No fires are permitted. Smoking, alcoholic beverages, illegal drugs and firearms are not allowed.
9. All vendors must carry their own liability and property insurance.
10. BIF does not provide ice.
11. You must provide your own change.
12. Vendors are responsible for collection and paying Kentucky sales tax. An agent of the Kentucky Revenue Cabinet will visit during the event to check for compliance.
13. Boxes, wrapping paper, bags, and clutter must be concealed from public view.
14. Menu and prices must be posted at your booth.
15. Food booths must be kept clean and neat throughout the event.
16. Booths must be constructed in a manner that is safe for you, your workers, and the public.
17. Devices that produce sounds must be operated in a manner that does not infringe on the rights of neighboring vendors and the festival entertainment. BIF reserves the right to determine acceptable sound levels.
18. At the close of the event, please take the time to clean your booth area and deposit trash in the nearest container.

**Non-compliance with BIF event policies and procedures may result in the termination of all future business relations between BIF and the food vendor.**

**Vendor name** \_\_\_\_\_ **and business name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Please help promoting Berea International Festival**