



# 2023

## MOBILE FOOD VENDOR AGREEMENT

We are proud to present the 2023 Mount Vernon Music & Arts Festival. MVMAF encompasses a wide variety of activities, including downtown shopping, dining, live music, kids' area, exhibitors, classic car cruise-in and many activities up and down Main Street, all centered around Mount Vernon's shaded Public Square. MVMAF has become one of Knox County's premier family events and can have an average attendance of up to 4000 people per day. This year we will feature our headliners: McGuffey Lane on Friday evening and Starship, featuring Mickey Thomas on Saturday evening.

### **REGULATIONS AND INFORMATION**

- Mount Vernon Music & Arts Festival will conduct the marketing campaign for all Festival events.
- No glass containers may be used for serving.
- MVMAF will supply trash receptacles for consumer use. Any cardboard, grease or other trash generated by the vendor must be removed by the vendor.
- No gray water, grease, wastewater, or other liquids may be dumped anywhere at any time however, A specially manufactured manhole will be available at the southwest corner of the Square during regular intervals throughout the day and overnight. Water must be dumped from a small hose drain by inserting the hose into the manhole lid and gravity dumping the water. Those assigned on South Main Street will need a portable holding and gray water transport tank. Water should be dumped and hoses removed. Please make sure all drain hoses and fittings are free of leaks. Any leaks or spills must be cleaned immediately..
- **Ice** is available for \$5 per bag. A volunteer will check in with you periodically throughout the day to see if you need ice. For Immediate assistance, call Trina at 740-485-9185.
- Mobile food vendors selling food products are required to obtain a Food Service Operation License from an Ohio county health department and are subject to compliance with all government food service regulations. (Contact the Knox County Health Department at 740-392-2220 for information or visit [www.KnoxHealth.com](http://www.KnoxHealth.com).) All food licenses must be posted in the unit where it is visible to the public.
- No smoking is allowed in or near any mobile food operation. All mobile food operations are subject to government fire regulations.
- Festival begins on Friday at 11:00am. You may setup on Thursday after 5:00 pm. Each concession must remain open the minimum hours of 11:00 am - 10:00 pm. You must be torn down by 4:00 p.m. when the streets open for traffic on Sunday.
- Mobile food vendors will have a designated space and must use the designated space only.
- No solicitations shall occur outside of the assigned concession space (i.e. raffles, etc.).
- Any vehicles not part of the mobile food operation must be removed from the concession area 30 minutes prior to festival start time.
- Acceptance to Mount Vernon Music & Arts Festival will be based on all items mentioned in this document, types of food sought and prices of food items offered. Preference may be offered to previous Mount Vernon Music & Arts Festival mobile food vendors.
- All sales and income taxes are the responsibility of the mobile food vendor.
- Mount Vernon Music & Arts Festival is not responsible for any loss or damage to the property of the mobile food vendor.
- Mount Vernon Music & Arts Festival reserves the right to determine what items are sold, who may sell any particular item and where the items may be sold. This regulation is non-negotiable and will be strictly enforced.
- Mount Vernon Music & Arts Festival reserves the right to cause the removal of the mobile food vendor from the grounds if regulations are not observed anytime during the festival.
- Mount Vernon Music & Arts Festival reserves the right to reject any and all applications.
- Mount Vernon Music & Arts Festival may charge a fee of \$150 to any mobile food vendor who cancels less than one month prior to the festival.
- All applications must be received by July 1st to be considered.



2023

MOBILE FOOD VENDOR APPLICATION

Mobile Food Vendor Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

Concession Space Size Requested: \_\_\_\_\_

Description of Menu (Please Attach a Copy of Menu)

Need water hookup: \_\_\_ Yes \_\_\_ No Electric: \_\_\_ Voltage \_\_\_ Amps \_\_\_

Concession Space Size Required: \_\_\_\_\_ square feet

ENTRY PROCEDURE

All applicants must submit the following:

- Completed application
Photo of concession booth (unless a previous concessionaire, but you must advise us of changes)
Valid and current certificate of insurance. Each concessionaire must carry a minimum of \$500,000 in liability coverage.
A copy of your food license
List of ALL electrical equipment and complete information for space required, including trailer tongue, tent supports, etc.

Submit all materials to the mtvfestivalvendor@gmail.com or to Mount Vernon Music & Arts Festival, PO Box 921 Street, Mount Vernon, Ohio 43050.

For Concessionaire questions, please call (740) 504-8052 or email at the above address. Additionally, like us on Facebook and visit us at MVMAF.org for news and event updates.

MOBILE FOOD VENDOR FEES\*

Fees shall be based on frontage required (\$150 minimum). Calculated frontage shall include trailer tongues, tent stakes, etc.

Table with 2 columns: Fee Description, Amount. Rows include Booth Fee (\$12 per foot/\$150 minimum), Electric Fee (\$25 up to 20 Amp; \$50 30-50 Amp; \$100 over 50 Amp), Trash Fee \$50, and Total Due w/Application.

\*In addition, concessionaires will pay 15% of gross sales (On the Square) 10% of gross sales (Other locations) excluding utilities. Payment is due by cash or check promptly at the conclusion of the Festival. \*\* Water and Grey Water Dumping are provided at no charge

CONCESSIONARY AGREEMENT

I have read this prospectus and hereby agree to all conditions outlined for the Mount Vernon Music & Arts Festival. I also agree not to hold Mount Vernon Music & Arts Festival and/or the City of Mount Vernon responsible for any suits, claims, damages, loss or damage of property sustained while participating in the Festival. I understand that, if accepted, I agree that photographs of me and/or my concession may be used for promotional purposes.

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

Printed Name \_\_\_\_\_ Date Received (Office Only) \_\_\_\_\_

PLEASE SEND A COPY OF YOUR OHIO FOOD SERVICE LICENSE ALONG WITH THIS FORM.

UPON SELECTION FOR THE EVENT, YOU WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE NAMING MOUNT VERON MUSIC AND ARTS FESTIVAL AS THE CERTIFICATE HOLDER.

# 2023 CODE OF CONDUCT



The Mount Vernon Music & Arts Festival is committed to creating a safe, comfortable, and memorable experience for its local and visiting participants, volunteers, performers, and exhibitors. To provide an environment where all can enjoy the Festival, we have instituted a Code of Conduct in conjunction with our more detailed Concessionaire and Exhibitor Guidelines. **Please read, sign, and return with your application.**

To become and maintain Concessionaire or Exhibitor eligibility, all must agree to the following Core Values:

- Conduct business in an honest and respectful manner.
- Demonstrate integrity with customers, concessionaires, exhibitors, and the community, including Festival volunteers, directors, and local and visiting participants.
- Operate vehicles & other equipment in a responsible, safe manner.
- Observe punctuality and organization in regards to set up and clean up procedures.

We will not tolerate inappropriate conduct, including but not limited to:

- Taunting, abusive, or disruptive language and obscene or offensive gesture, imagery, or symbolism.
- Any form of harassment, racism, sexism, or any other targeted comments.
- Leaving young children unattended
- Irresponsible use of alcohol.
- Fighting or engaging in any action that may harm, endanger, threaten or bring discomfort to anyone.
- Engaging in sexual behavior in public.
- Possession, use, or sale of any illegal drugs.

If an individual participating in this behavior is uncooperative or a persistent offender, they will be removed from the venue site. In certain situations, local law enforcement may be involved.

I agree to the Mount Vernon Music & Arts Festival 2023 Code of Conduct:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## LIABILITY RELEASE AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT

For and in consideration of being permitted to sell certain goods at the Mount Vernon Music & Arts Festival (the "Festival"), \_\_\_\_\_ ("Concessionaire") agrees and does hereby indemnify and hold harmless the Mount Vernon Music & Arts Festival and/or the City of Mount Vernon, and any of their officers, employees, agents or predecessors or successors in interest, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney fees for trial and on appeal, of any kind or nature arising out of or in any way connected with the conduct of business at the Festival by Exhibitor or Exhibitor's agents, servants, employees, customers, patrons, or invitees. Exhibitor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated into the conduct of the Exhibitor at or related to its operations at the Festival and Exhibitor agrees to indemnify and hold harmless the Mount Vernon Music & Arts Festival and/or the City of Mount Vernon, and any of their officers, employees, agents or predecessors or successors in interest from all damages, costs, and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Exhibitor at or related to its operations at the Festival, and will defend the Mount Vernon Music & Arts Festival and/or the City of Mount Vernon from any such suit or action, regardless of whether it be groundless or fraudulent. This agreement has been entered into in Knox County, Ohio and shall be construed in accordance with the laws of the State of Ohio. Venue for any action arising from this agreement shall be Knox County, Ohio. This agreement may not be modified or amended except by a writing signed by the parties.

Concessionaire: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

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