



2018 FOOD VENDOR APPLICATION, RULES & REGULATIONS

Thank you for your interest in participating as a food vendor in the 20th Annual Creekside Blues & Jazz Festival (“CJBF”) on June 15-17, 2018.

The Creekside Blues & Jazz Festival, held in Gahanna, OH, features 90+ musical acts on 5 stages, delicious cuisine, regional artisans, amusement rides and engaging family activities. The Festival annually draws 35,000+ people and is presented by the Gahanna Convention & Visitors Bureau, a 501(c)(6) not-for-profit organization.

Application deadline: Complete application must be postmarked on or before Friday, March 16, 2018.

To be considered eligible for review, the following items must be submitted:

- A completed, signed vendor application
- Applicable vendor fee
- Additional electric fees, if applicable
- \$250 refundable security deposit (to be held and returned after the event pending vendor’s compliance with all festival regulations)
- After being accepted as a Food Vendor, you agree to supply CJBF with proof of current \$1,000,000 commercial general liability insurance, naming Gahanna Convention & Visitors Bureau and the City of Gahanna as additional insureds.
- New Vendors must also include at least three references from other festivals, current photos of your booth, and copies/photos of your menus/products

Please note that submission of an application is NOT a guarantee of a vendor space. Due to limited space and the high number of applications received, late or incomplete applications will not be considered. All complete applications will be reviewed for uniqueness, quality of product, reasonable pricing, appropriateness to event, similarity to other vendors and prior festival experience. Acceptance/denial letters will be mailed to applicants by April 2, 2018. Fees will be returned to any applicant who is not accepted, and those applicants will be added to a wait list for future consideration should additional space become available.

Late or incomplete applications will not be reviewed. NO application will be considered unless all of the above required materials are submitted.

2018 CBJF FOOD VENDOR APPLICATION

**Application Must Be Delivered or Postmarked On or Before
March 16, 2018**

FOR OFFICE ONLY:

- Signed Application
- Vendor Fee
- Electric Fees
- Security Deposit
- New Applicants: references/photos
- Current Insurance Certificate

Company Name: _____

Contact Person: _____

Address/City/State/Zip: _____

Contact Phone # Pre/Post Festival: _____ Contact Phone # During Festival: _____

Email address: _____ Website: _____

Vendor Space/Size Requested:

When selecting size for vendor space, remember that all equipment must be contained within the total space purchased. Vendor space includes the street area only. Sidewalks must be kept clear from all equipment, trash, and inventory, due to fire codes.

Up to 10' frontage ____ (\$375) Circle one: Tent Trailer Food Truck
 11-20' frontage ____ (\$625) Dimensions required (including tongue and access): _____
 21-30' frontage ____ (\$800)

*Vendor space may not be changed after application is submitted unless approved by CBJF in writing prior to event.

Vendor Electric Needs:

*All vendors will receive one courtesy 110v/5amp circuit. Any electric needs beyond this courtesy electric will incur the following additional charges:

- 110v (\$60 per 20amp breaker)
- 220v (\$120 per 30amp breaker) =\$ _____

Please list all equipment that will require electricity during the Festival (*use additional sheet if necessary*):

Equipment _____ Amps _____	Equipment _____ Amps _____
Equipment _____ Amps _____	Equipment _____ Amps _____
Equipment _____ Amps _____	Equipment _____ Amps _____

***To access courtesy electric, vendors must provide their own UL listed heavy duty outdoor extension cord.** Vendors with additional electric needs must provide appropriate extension cordage.

Day of Event Charges: Electric requests that are not pre-ordered and that are required on day of set up will incur a \$100 surcharge per 20 amp breaker (\$200 surcharge for 30 amp). Any tripping of breakers due to underestimation of electrical needs will result in a \$30 service fee, per call, to be charged to vendor and payable upon service.

Water Requested:

For access to the complimentary water supply, vendor must provide a 100' food grade, pesticide free hose, and gray water container. *No exceptions.* Yes, I need access to water _____ No, I do not need access to water _____

Items to be Sold:

In order of importance, list below the type of product(s) and pricing of items that you would like to sell during the Festival (*continue on back or use additional sheets, if necessary*). The CBJF reserves the right to limit the products that may be sold in order to avoid duplication of product and conflicts with sponsorships.

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

By initialing below, I acknowledge and agree that:

_____ **I have received, reviewed, and hereby agree to comply with the 2018 CBJF Food Vendor Rules and Regulations.**

_____ **I understand that failure to comply with the Vendor Rules and Regulations may result in immediate removal from the CBJF and/or forfeiture of my vendor fees, security deposit, and any other fees that have been submitted.**

_____ **My booth will be open and staffed during all operating hours of the Festival as required by the Vendor Rules and Regulations.**

_____ **I agree that after being accepted as a Food Vendor, I will supply CBJF with proof of current \$1,000,000 commercial general liability insurance, naming Gahanna Convention & Visitors Bureau and the City of Gahanna as additional insureds.**

_____ **I have included the following:**

- Completed Vendor Application
- Applicable Vendor Fee
- New Applicant: references, photos
- \$250 Security Deposit
- Additional Electric Fees (if applicable)

Signature: _____

Date: _____

Late or incomplete applications will not be reviewed.

No application will be considered unless all required fees and documents are received.

Return completed application, fees and required materials to:

Gahanna Convention & Visitors Bureau

Attn: CBJF Vendors

167 Mill St.

Gahanna, OH 43230



2018 FOOD VENDOR RULES AND REGULATIONS

All Vendors and their staff, employees, volunteers, contractors and agents (collectively referred to herein as “Vendor”) are responsible for reviewing and complying with the following Food Vendor Rules and Regulations.

General Requirements

- Vendor acknowledges and agrees that s/he is not an agent or employee of the Creekside Blues & Jazz Festival or the Gahanna Convention & Visitors Bureau (collectively referred to herein as “CJBF”). Vendor and the CJBF are fully independent and non-affiliated entities, and nothing in these regulations shall construe the relationship between Vendor and the CJBF to be a partnership, association, master/servant or joint venture.
- Vendors are solely responsible for complying with all federal, state and local laws, including but not limited to tax laws and applicable health, safety and/or fire rules or regulations.
- No provision in these regulations may be changed, modified, or altered unless in writing by the Executive Director of the Gahanna Convention & Visitors Bureau.
- The CJBF expressly prohibits discrimination against any individual on the basis of race, color, religion, sex, gender, age, disability, national origin, sexual orientation, military status, veteran status or any other classification prohibited under federal, state or local laws. No vendor shall permit or authorize any violation of this policy. Any violation of this paragraph may result in Vendor’s immediate removal and forfeiture of any and all fees paid to date.
- Nothing in these rules and regulations shall be interpreted to confer any exclusive rights to Vendor, including the exclusive right to sell any individual product or service.
- Vendor shall leave the festival grounds in the same condition in which they were provided. Any damage to property sustained as a result of Vendor may result in forfeiture of security deposit, and Vendor will be responsible for reimbursement of any costs incurred by CJBF to return the grounds to the condition in which they were provided (to the extent such costs are not otherwise covered by the security deposit).
- Vendor acknowledges that there is no right to privacy while on festival grounds. The CJBF reserves the right to inspect, at any time and without cause, any vehicle, tent and area (including all packages, items, etc.) located on festival grounds.
- No vendor may use the CJBF logo without specific prior written approval from the CJBF.

Approved Vendors

Only pre-approved vendors are permitted within the festival grounds. No vendor shall assign, sublet or apportion any part of their space without prior written approval from the CJBF.

Approved Products

Only products that are listed on vendor’s application AND pre-approved in writing by the CJBF may be sold at the Festival. The CJBF reserves the right to immediately terminate the sale of any item that has not been pre-approved.

NO Vendor may sell carbonated soft drinks or alcoholic beverages. The CJBF has the exclusive right to sell carbonated soft drinks and alcoholic beverages at the Festival.

Vendors may distribute complimentary samples of their product, with sample size not to exceed 3 ounces. Vendors must remain in their assigned vendor space to advertise, distribute samples, or otherwise solicit sales.

Ice and Water

Only bottled water that is pre-purchased from the CBJF may be sold by any vendor within the festival grounds. No other water may be sold. CBJF will make water available for purchase by vendors at a discounted price, which then may be offered for re-sale to the public at a pre-determined minimum sales price.

Because of the festival location, it is difficult to enter/exit the festival grounds during the event's operating hours. As a convenience for vendors, the CBJF provides ice for purchase by vendors throughout the event. No other ice may be brought onto the festival grounds. Ice and water orders should be given to the Beverage Coordinator, who will arrange for delivery of product directly to the vendor's booth. Ice and water will be available for purchase by vendors beginning at 1 p.m. on Friday and will be available for purchase throughout the weekend. Prices are set based on cost from supplier. Ice and water orders/deliveries will be logged during the weekend, and vendors will receive a final invoice for payment on Sunday afternoon. Full and unused cases of water purchased from the CBJF may be returned at that time for a full refund/credit to the Vendor's account.

Vendor Locations

The CBJF, in its sole discretion, shall determine vendor locations. There is no guarantee as to vendor placement, and Vendor agrees to accept location as is. The CBJF may reassign locations at any time at its sole discretion.

No vendor is permitted to set up or sell any products outside of their purchased vendor area. All equipment must be contained within the total space purchased. Note that space frontage includes the street area only. Sidewalks behind vendor spaces must be kept clear of equipment, trash, and inventory *at all times* due to fire and safety regulations.

Vendor Conduct

Vendor is prohibited from taking any action that is inconsistent with, or in violation of, any State of Ohio liquor permit that the CBJF or any other party/sponsor may have obtained, including but not limited to providing their own alcoholic beverages on the festival grounds.

The Festival is intended to have a family atmosphere and to be appropriate for event attendees. As such, Vendor shall be prohibited from engaging in any conduct, action, gestures or language that would be inappropriate in such a setting.

Vendor Set-up and Staffing

- Vendors will receive notice of set-up time approximately two weeks prior to the Festival. **Please note that large trucks/displays may be required to move in Thursday evening, June 14.**
- Vendors MUST register with the Vendor Coordinator at the designated check-in area on the day of set-up before being permitted on festival grounds. **No exceptions.**
- Vehicles are allowed within the festival grounds for a limited time only during set-up/clean-up times. NO vehicles will be permitted on the festival grounds after 3 p.m. on Friday. Failure to remove cars/delivery trucks from festival grounds prior to 3 p.m. on Friday will result in vehicle being towed at owner's expense.
- Due to conflicts with stages, radios and/or audio systems are not allowed in any vendor booth.
- All Vendors must place #15 roofing paper under their location prior to setting up their booth.
- ****Vendors are responsible for providing any and all materials needed for their own displays, including but not limited to tables, chairs, set-up, rain protection, electric cords, water hoses, gray water containers, fire extinguishers, parking, etc.**
- Vendors must be staffed and open for business during all posted operating hours of the Festival:

Friday, June 15:	5 – 11 p.m.
Saturday, June 16:	11 a.m. – 11 p.m.
Sunday, June 17:	12 – 6 p.m.

No late openings or early closings. No exceptions. **The CBJF is an ALL WEATHER event and will take place rain or shine.

Electricity

To prevent unsafe conditions, the CBJF will contract with a third party electrical contractor to provide electrical power on festival grounds. ***Electrical services are provided solely for the convenience of Vendor, and the CBJF makes no representations and/or warranties regarding the electrical service. Vendor specifically acknowledges and agrees that the CBJF shall have no liability for any claims whatsoever relating to the provision of electrical power or for any failure to provide, or any interruption in the provision of, electrical power.***

As part of the vendor fee, each vendor will receive COURTESY ELECTRIC (110v, 5a) for use in their requested vendor space. **LED lighting is required.**

Vendor is responsible for paying the cost of any and all electrical needs that exceed the courtesy electricity provided. Any tripping of breakers due to underestimation of electrical needs will result in a \$30 service fee, per call, to Vendor. Vendors must provide their own appropriate electrical cords based on their electric needs.

Pre-order rates for electricity are listed on the CBJF Food Vendor application. Should Vendor either fail to request or underestimate the electrical needs that they require at set up, an on-site surcharge will apply. "Day of event" electric requests must be paid at the time of service. Vendor will be permitted to use only electrical service of the nature and amount as approved by the CBJF.

Water Access

The CBJF will provide complimentary access to water solely for the convenience of vendors, without warranty and/or representations. For access to the complimentary water supply, vendor must provide a 100' food grade, pesticide free hose, and gray water container.

Vendor specifically acknowledges and agrees that the CBJF shall have no liability for any claims whatsoever relating to the provision of access to water or for any failure to provide access, or for any interruption in the provision of access, to water.

Insurance, Board of Health Requirements and Mifflin Township Division of Fire Policies

All vendors must be in compliance with regulations set forth by the Franklin County Board of Health. Failure to comply may result in closure of the food area.

Once approved, all vendors selling food must provide the CBJF with proof of current \$1,000,000 commercial general liability insurance, naming Gahanna Convention & Visitors Bureau and the City of Gahanna as additional insureds.

All vendors are required to follow the rules and regulations of the Mifflin Township Division of Fire, and are subject to inspections (prior to opening of the Festival) by the Mifflin Township Division of Fire.

Refunds

Any and all cancellations by Vendors must be made in writing and forwarded to: Gahanna Convention & Visitors Bureau, Attn: CBJF Vendors, 167 Mill Street, Gahanna, Ohio 43230. Cancellation letters received on or before May 15 will receive a 50% refund of submitted vendor fees. Any cancellation received after May 15 will result in a forfeiture of all fees and monies paid to date.

Security

Vendors are solely responsible for the storage of all items and/or products. The CBJF is NOT responsible for any items and/or products that are left unattended or unsecured while on the festival grounds. The CBJF strongly recommends packing and/or otherwise securing any valuable products or equipment left overnight.

Neither the CBJF nor the Gahanna Convention & Visitors Bureau (GCVB) is responsible for any loss or damage incurred to vendors' physical property or stock. Vendor agrees to hold harmless and indemnify CBJF and/or the Gahanna Convention & Visitors Bureau against any claims arising by virtue of their occupancy of the premises or use thereof.

Security Deposit

A separate \$250 security deposit must be submitted at the time of application. If your application is accepted, the security deposit will be held until after the event. The security deposit check will be returned no later than thirty (30) days after the Festival ends, provided that Vendor met all regulations identified herein throughout the Festival. Non-

compliance with any of the regulations set forth herein may result in forfeiture of security deposit.

How can you lose your security deposit?

- 1. Not registering with Vendor Coordinator at your assigned check-in location and staging time.**
- 2. Leaving Festival early or failing to vacate the Festival grounds by 7:30 p.m. on Sunday evening.**
- 3. Expanding beyond your assigned booth space.**
- 4. Selling outside your assigned booth space or offering samples in an amount greater than 3 ounces.**
- 5. Selling a product or beverage that was not pre-approved in writing by the CBJF.**
- 6. Not utilizing the trash dumpsters/gray water tanks designated for vendors, and/or leaving stains, trash or equipment behind at the conclusion of the event.**
- 7. Violating any of the rules and regulations outlined herein.**

Notwithstanding the above, a vendor may be immediately removed/ejected from the festival grounds for any non-compliance and/or if they cause any situation or condition that, in the opinion of the CBJF, may expose the CBJF, its officials, employees, volunteers, or attendees to any property damage, bodily injury, death, or civil strife of any kind.

Tear Down

All vendors must complete tear down no later than 7:30 p.m. on Sunday evening (90 minutes following end of Festival). This includes product packed away, area broom-swept, and stock trucks removed from the street. Failure to comply may result in forfeiture of vendor's security deposit.

Trash, Recycling and Cleanliness

CBJF provides designated trash dumpsters for use by vendors only. Vendors are responsible for transporting their own bulk trash to the designated dumpster locations. Vendors must **not** deposit trash in trash cans placed for public attendee use.

The CBJF also provides designated recycling dumpsters for use by vendors. The CBJF asks that vendors make all efforts to deposit any recyclable materials. Vendors are responsible for breaking down/stacking cardboard, bagging all trash, and placing trash in proper receptacles.

Weapons

Vendor is prohibited from carrying in a concealed manner or otherwise bringing onto Festival grounds any unlicensed firearms, knives, stun guns, tasers or any other item that may be used as a weapon.

The CBJF reserves the right to inspect, at any time, any tent or tent space on festival grounds at any time.

Cancellation/Suspension of Operation or Evacuation

In the event the CBJF is cancelled and such cancellation occurs on or before the 90th day prior to the start of the event, the CBJF will refund the full amount of any fees previously paid by Vendor.

The CBJF, in its sole discretion, may suspend operations or order an evacuation of the grounds in the event of a weather-related situation or any situation that may expose any official, employee, vendor, volunteer, resident, or guest to any property damage, bodily injury, death, or civil strife of any kind. In the event that the CBJF temporarily suspends operations, Vendor agrees to the following:

- Vendor shall immediately discontinue sales of products and leave the festival grounds. Those remaining on the grounds assume all liability for personal injury or damage to property that may result.
- The CBJF will not provide a refund, nor will the CBJF be responsible for a diminution or loss in revenue, due to a suspension in operation, cancellation, or closure. In the event that the suspension of operation causes a prolonged closure, as solely defined by the CBJF, CBJF may, at its own discretion, provide a refund to Vendors.