



September 24, 2011 – 9 am – 6 pm
Winridge Park – Ridgeway Road, Memphis, TN 38115

TERMS OF AGREEMENT

1. Location:

Winridge Park, Southeast Memphis (Hickory Hill)

2. Dates:

Vendor set up is Saturday, September 24, 2011 from 6:00 am – 8:59 am

Hours of operation, Saturday, September 24 from 9:00 am -6 pm (**rain or shine**)

Move-Out, September 24 at 6:01 pm

3. Booth Rental:

- Concessionaires selected will be based on available space, uniqueness, quality and experience. All decisions made regarding participation **ARE FINAL**.
- Booth assignments and vendor badges will be issued at the time of set-up. NO vendor will be allowed to set-up without credentials. Each vendor must show a valid driver's license or other valid government identification in order to pick up badges.
- Once accepted, you will be required to pay your full vendor amount of **\$150.00 per 10' x 10' space, due September 15, 2011** (without payment the next person will be offered your spot) (**NO EXCEPTIONS**).
- **No space shall be subleased to another vendor.**

4. Insurance:

SeptemberFEST of Hickory Hill concessionaires should have liability insurance with a **\$500,000.00 minimum coverage**. Your insurance agent should be able to take care of this for you from your existing policy. **This certificate of insurance you receive from your agent should name the SeptemberFEST, Power Center Community Development Corp., New Direction Christian Church, Shelby County and the City of Memphis** as additional insured.

SeptemberFEST of Hickory Hill will need a copy of the certificate on or before Monday, September 19th, 2011.



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5. Permit/Taxes/Licenses:

- Vendor is responsible for all tax liability and licenses due to the City of Memphis, Shelby County Government and the State of Tennessee. In addition all applicants must provide us with your current re-sale number.

- **Concessionaires must obtain all necessary City of Memphis and Shelby County health permits and tax licenses. Please Call the SeptemberFEST of Hickory Hill's office for details.**

6. Menu Criteria:

All participating food vendors must display professional looking menu boards specifying menu items and prices. Menu boards must be displayed at all times. No changes to menu boards will be allowed without prior permission from SeptemberFEST of Hickory Hill. SeptemberFEST of Hickory Hill reserves the right to specify what items, brand names and portion sizes may be sold by vendors, as well as prices vendors may charge for menu items.

7. Beverage Policy:

Food vendors may sell non-alcoholic beverages from their booth. If we have a beverage sponsor at any given event, for example, Coca Cola, you will be required to sell that brand of product & not sell a competing brand. **No alcoholic beverages can be sold out of your booth at anytime.**

8. Grease/Trash:

All food vendors need to provide **ground cover inside their booth** for the absorption of grease. No food vendor will be allowed to open for business if the ground cover is not in place. No grease or gray water is to be poured onto the ground or down any drains. Anyone found doing this will be asked to leave the event. You will be responsible for any & all environmental cleanup costs & subject to prosecution by city or state officials. **Trash:** Vendors are responsible to collect & properly bag trash within your sales location. Each event will collect properly bagged trash from outside of your sales location.

9. Non-food items:

- Food vendors will not be allowed to sell any non-food items without the written consent



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of SeptemberFEST of Hickory Hill. Use of the "SeptemberFEST of Hickory Hill" name, logo, likeness or any other variation thereof, on any signage, T-shirts, printed materials, etc., will not be allowed without written permission from SeptemberFEST of Hickory Hill.

- All food vendors interested in participating in the 2011 SeptemberFEST of Hickory Hill. **MUST** submit a completed application form, a proposed menu with pricing and a current photograph or layout of their area by the application deadline.
- All food vendors are required to maintain a clean, safe, and sanitary operating environment at all times. After the festival has ended, vendors are required to thoroughly clean their assigned space, dispose of any and all trash and have the site available for inspection.

10. Power/Electrical:

Power/electrical is available at an additional \$60 per duplex outlet. Each outlet is 110 volts, 20 amps. 220 power is not available. Portable, quiet generators are permitted. Power **is not** available for campers/RVs.

11. Fire Safety

Vendors must conform to all fire regulations and all booth materials must conform to all fire regulations. An approved fire extinguisher must be kept in your booth at all times. All open flames must be protected from the public.



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2011 SEPTEMBERFEST OF HICKORY HILL FOOD VENDOR APPLICATION

Please type or print legibly. Please read all accompanying documents before completing application.

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT: _____

PHONE: DAY _____ EVENING _____

OFFICE _____ CELL _____

EMAIL: _____

SIGNATURE _____

PROPOSED MENU ITEMS AND PRICING:

1. _____ \$ _____

2. _____ \$ _____

3. _____ \$ _____

4. _____ \$ _____

5. _____ \$ _____

6. _____ \$ _____

7. _____ \$ _____

8. _____ \$ _____

9. _____ \$ _____



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10. _____ \$ _____

If additional space is needed please just copy this page or continue on an additional piece of paper.

VENDOR SPACE LAYOUT:

_____ Tent _____ Trailer

Dimensions of your location: DEPTH X WIDTH (frontage) _____ X _____

Please include a photo with your application. If you have a website with photos, please print the photos and attach them to the application. Also, please attach a diagram of your proposed set up showing dimensions of your tent or trailer, storage needs, etc.

Will you need electrical? _____ YES _____ NO (Each outlet is 110 volts, 20 amps at \$60 per outlet)

Will you be parking a vehicle at the festival (one per location)? _____. Please describe the vehicle including dimensions and any trailer etc.

Total amount enclosed with application = \$ _____

By signing below, you agree to the event policies provided above and in the food concessions guidelines for the 2011 SeptemberFEST of Hickory Hill.

Make Cashier's Check or Money Order Payable to:
Power Center CDC/ SeptemberFEST
6120 Winchester Road
Memphis, TN 38115

Signature _____ Date: _____
Glenda D. Warren, Marketing Manager

Vendor Signature _____ Date: _____



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2011 SEPTEMBERFEST OF HICKORY HILL

IMPORTANT THINGS TO REMEMBER

Below is a list of several important things that as you prepare to participate in the 2011 festival you will need to remember. Please make a note of these things. Failure to be aware and adhere to these policies will seriously jeopardize your ability to participate in future years. Thank you.

1. Completed applications are due by [September 9, 2011](#).
2. [Once accepted](#) the full vendor amount of \$**150.00** is due no later than September 15, 2011. **NO EXCEPTIONS**
3. Proof of insurance must be submitted to the office upon receipt of deposit.



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HOLD HARMLESS AGREEMENT

I, _____ agree that SeptemberFEST of Hickory Hill nor the City of Memphis and Shelby County Government, shall not be held responsible for any loss, damage, injury, or liability to the named party, its staff, guests, customers and any other person using the premises under this agreement, or to their property for any cause or reason whatsoever. To the fullest extent permitted by law, the above named party agrees to hold harmless SeptemberFEST of Hickory Hill, the City of Memphis and Shelby County Government, its agents, and employees against any and all claims, suits, and demands, liabilities and damages, including attorney's fees and litigation costs, expenses, resulting from or arising in connection with, or incidental to, the above named party's use of the premises and/ or facilities, as described within.