



## Country Fest

May 29-31, 2015

Nashoba Valley Ski Area, 79 Power Road, Westford MA

### **FOOD VENDOR APPLICATION**

**\*Complete one application per booth requested.**

Business Name: \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person (if other than owner) Name: \_\_\_\_\_ Phone: \_\_\_\_\_

#### **MENU ITEMS:**

Only items listed on the vendor's application and approved by FestEvents shall be permitted for sale at vendor's booth. Food vendors may serve up to five (5) items total. At least two (2) items must be BBQ items. All participants shall provide enough product(s) to allow for continued sales throughout the hours of the event. No other merchandise or retail products shall be sold. FestEvents reserves the exclusive right to be the sole vendor of any and all beverages within the grounds of the Country Fest, Nashoba Valley Ski Area.

<b><u>MENU:</u></b>	<b>Item/Description</b>	<b>Serving Size</b>	<b>Price</b>
<b><u>ITEM #1</u></b>	_____	_____	_____
<b><u>ITEM #2</u></b>	_____	_____	_____
<b><u>ITEM #3</u></b>	_____	_____	_____
<b><u>ITEM #4</u></b>	_____	_____	_____
<b><u>ITEM #5</u></b>	_____	_____	_____

#### **DESCRIPTION OF BOOTH SPACE (If possible, include tent/ trailer measurements and photos)**

\* Food Vendors shall be provided a space of 20' x 10' with 20' frontage, electricity and water source included at a nonrefundable fee of \$850. Vendors are responsible for furnishing their own tents, trailers, tables, chairs, displays cases, and any other equipment. Vendors shall stay within the perimeter lines that shall be clearly marked. If vendors cannot fit all equipment within these perimeters additional booth space must be purchased at \$250 per additional 10'x 10' space. Booths may not be subdivided.

☐ Trailer with hitch \_\_\_\_\_

☐ Providing own tent \_\_\_\_\_

Mail all documents to: FestEvents of New England 15 Pine Street Seabrook NH 03874

### **PROPANE VENDORS:**

In order for us to obtain a blanket propane permit all vendors must list all necessary propane permits from the Fire Department

1. Are you using propane? \_\_\_\_\_
2. What size cylinder will you be bringing? \_\_\_\_\_
3. How often do you need to change them normally? \_\_\_\_\_
4. How are your tanks secured? \_\_\_\_\_

*One propane tank per cooking appliance is allowed at your booth. In efforts to avoid vendors swapping out tanks during event hours, a 125lb cylinder is recommended. Vendors cannot store extra propane tanks at their booth or in vehicles, etc.*

### **BOOTH FEE: Deposit of \$250 due March 15, Final Payment due by May 1**

**20' x 10' Food Vendor Space @ \$850:**      \$ \_\_\_\_\_

**Additional 10' x 10' Space @ \$250:**      \$ \_\_\_\_\_

**TOTAL AMOUNT DUE:**      \$ \_\_\_\_\_

Check(s) should be made payable to: FestEvents of New England. There shall be a \$25.00 service fee for any check that is returned for insufficient funds or for any other reason. Sponsors registering after May 15 must submit total payment in the form of cash, credit card, bank check, or money order. Business checks or personal checks shall not be accepted after this date.

-OR- Please charge my Credit Card:

Credit Card Type \_\_\_\_\_ Account # \_\_\_\_\_ Exp \_\_\_\_\_ CID \_\_\_\_\_

Name of Card Holder \_\_\_\_\_ Billing Address \_\_\_\_\_

Signature of Card Holder \_\_\_\_\_ Date \_\_\_\_\_

By signing this application below, I acknowledge that I have read and understand the Rules and Regulations and the application.

Enclosed is my application for Country Fest. I understand that all fees are nonrefundable. I agree to assume full responsibility for my conduct and for all property that I bring on the premises and shall hold neither Nashoba Valley Ski Area nor FestEvents of New England or any of their employees, officers, volunteers, sponsors or advertisers responsible for any damages or personal injury, theft, or any other act that may occur at the event. Nashoba Valley Ski Area, FestEvents of New England, nor any of their employees, officers, volunteers, sponsors, or advertisers shall not have any liability whatsoever for any damages to any person, matter, or thing resulting neither from storm, wind, water, or other Acts of God, nor from fire, strikes, or lockouts. I understand that my name or business and any photos may be used for promotional and/or informational purposes. I have read and agree to abide by all rules.

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

Questions, please contact Vicky Avery, email [vicky@festeventsne.com](mailto:vicky@festeventsne.com)

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**Country Fest Nashoba Valley Ski Area**  
**FOOD VENDOR RULES, REGULATIONS AND POLICIES**

**Please read through each rule carefully and sign and return the last page of this document.**

- 1) In reference to this event, the term “Committee” refers to a duly appointed committee of FestEvents of New England, the event management and production agency of the Country Fest, Nashoba Valley Ski Area. This Committee shall be considered the final authority on all matters pertaining to this event. All Merchandise/Small Business Vendors hereinafter are referred to as “vendors”.
- 2) Compliance: All vendors are required to comply with all Federal, State and Local regulations in addition to policies of the Committee. Vendors are responsible for making all necessary arrangements to be in compliance with these regulations.
- 3) Applications: All applications are due by March 15. Applications shall only be accepted as complete once all of the following have been received:
  - Completed & Signed Application
  - Original signed copy of the Rules and Regulations
  - Certificate of Insurance as outlined within
  - Board of Health Temporary Food Service Application
  - Deposit of \$250, payable to “FestEvents of New England”
- 4) Certificate of Insurance: A Certificate of Insurance for General Liability including but not limited to, premises, products and completed operations, for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage with an annual aggregate of \$1,000,000. Product liability must cover fourteen (14) days prior to the festival. All insurance shall be extended to cover the Nashoba Valley Ski Area and FestEvents of New England as "additionally insured," and serve as indemnification for any injuries, damage, or harm caused by the vendor. The vendor shall be liable and hold Nashoba Valley Ski Area and FestEvents of New England harmless from any and all claims, including costs and attorney fees, for injuries or harm to people and damage to people or property which may arise directly or indirectly from the vendor. **Vendors may already have this insurance coverage as part of their regular business insurance and are encouraged to contact their insurance agent to verify.**
- 5) Arrival and Set-Up: Vendors must first check in with on-site management for booth assignments which are available after 10:00 am on Wednesday. All food vendors should arrive by Friday at 8AM. The Committee determines all Vendor booth locations. Once checked in vendors shall be given four (4) three-day admission passes.
- 6) All vendors must be set up by Friday at 10AM for mandatory inspections by the Board of Health and Fire Department.
- 7) Booths must be operational prior to the festival opening at 4pm on Friday. Spaces that are not in compliance or ready for business by 4pm on Friday shall be considered a “no-show” and re-rented with all fees forfeited. All vehicles must be off-site and parked in a parking space by 2PM on Friday.
- 8) Allotted Space and Fees: Food Vendors shall be provided a space of 20’ x 10’ with 20’ of frontage for a nonrefundable fee of \$850. Vendors must stay within the perimeter lines that shall be clearly marked. If equipment and supplies cannot fit within these perimeters additional booth space must be purchased at \$250 per additional 10’x 10’ space. Vendors may not distribute samples of any kind whenever such actions block the walkways or in any way handicaps neighboring vendors. No roaming advertisements or distributions of any kind are allowed. Booths may not be subdivided.
- 9) Equipment: Vendors are responsible for furnishing their own tents, trailers, tables, chairs, displays cases, fire extinguishers, storage containers, food thermometers, sanitizers, gloves, supplies, utensils and any other equipment and to be in compliance with State and Local laws.
- 10) Beverage Sales: The Committee reserves the exclusive right to be the sole vendor of any and all beverages within the grounds of the Festival. If you are found serving beverages you will be met with immediate sanctions, up to and including expulsion from the festival and/or prohibiting future participation without refund.
- 11) Menu items: Only items listed on the vendor’s application and approved by the Committee shall be permitted for sale at vendor’s booth. Food vendors may serve up to five (5) items total. At least two (2) items must be BBQ items. All participants shall provide enough product(s) to allow for continued sales throughout the hours of the event.
- 12) Menu Item Duplication: The Committee shall make a concerted effort to ensure that there is not an abundance of similar menu items at the festival. This is done on a “first-come, first-serve” basis. The Committee shall review all menu items to assure that a broad selection of menu items is maintained. Every attempt shall be made to avoid excessive duplication of menu items among vendors.

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The Committee has the authority to refuse any items to be served. Any item denied by the committee shall be listed with the reason for denial. You may then submit a new menu item for review. Once a vendor's menu items are approved, no changes shall be allowed without a written request from the vendor and an approval from the committee.

13) Board of Health, Temporary Food Permit. Vendors must apply for a Temporary Food Permit online at [www.permits.westfordma.gov](http://www.permits.westfordma.gov). Login by creating User Name and Password so that you can access your account in the future. All vendors must have an Establishment Permit and an on-site manager with a valid ServSafe and Allergies Awareness Certifications. Applications, supporting documents and payment is due to the Board of Health by May 15th. Late applications may result in a double permit fee. All Food Vendors must post the following sign at their booth: **BEFORE PLACING YOUR ORDER PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY.** This sign must be created on a piece of 8.5 x 11 piece of paper or card board stock and posted at point of sale at each vendor booth. All participants are required to comply with all Board of Health conditions as outlined on the application. Board of Health inspections will be conducted throughout the event.

14) Food Preparation: Food preparation should be done in advance at an off-site establishment. Food items should only need to be "finished off" at the event site.

15) Water Source at Booth. Each vendor is required to have a running water source at their booth. Vendors must supply their own 100' food grade hose, liquid soap and disposable paper towels for hand washing. A two (2) gallon jug with a free flowing pull out spout is acceptable. Check with the Board of Health for other acceptable methods.

16) State Sales Tax: Vendors are responsible for reporting and paying all applicable State sales taxes. For on-line registration visit [www.mass.gov/dor](http://www.mass.gov/dor) and click on "Web File for Business". Vendors are also responsible for maintaining their own cash/change banks.

17) Hours of Operation: Operating hours are Friday 4:00pm-10:00pm, Saturday 12:00pm-10:00pm and Sunday 12:00pm-8:00pm. At a minimum, all vendor booths must be open during the operational hours stated above. Vendors who violate this provision shall be prohibited from participating in any future events.

18) Electrical: 20 amp/120 volt electrical service is included with your booth fee. Only Committee staff shall connect electrical hookups. Vendors may not connect or disconnect themselves to the electrical system. Vendors must list ALL equipment requiring electricity on the application. Equipment cannot exceed 120 volts/ 20 amp circuits. Volt and amp specifications are listed on the nameplate of all equipment. Additional electrical requirements not listed on your application shall require that vendors make arrangements with the on-site electrical contractor at the vendor's expense. Vendors in excessive use of electricity shall be asked to reduce their electrical usage and shall be given a warning. Vendors are responsible for providing 150 feet of 20AMP rated, commercial grade (3-wire heavy-duty) extension cords to "direct-connect" to the generator per State code. No electric cords or wires shall run across walkways.. 220-Volt service is not available. Any vendor found tampering with electrical boxes or violating electrical policies shall be asked to leave the festival, forfeit fees paid and may be excluded from future festivals.

19) Phone Lines: No phone lines are provided for credit card transactions or outside calls. ATMs are available throughout the festival.

20) Securing Tents: Tents must be anchored securely in the case of inclement weather.

21) Tent Fire Codes: Vendors with **any type of cooking equipment or means of fire ignition** must have certified fire retardant tents. Tents require certification executed by an approved testing laboratory stating that the tent flame retardant meets or exceeds NFPA 701, standard methods of fire tests for flame propagation of textiles and films, and that such flame resistance is effective during the time period the equipment is being used.

22) Cooking Equipment Safety codes: Solid protection on the front and sides surrounding your cooking equipment is required. Cooking equipment and appliances must be at least 4" apart.

23) Accessory Rooftop Structures: can be utilized for cooking, serving and protection from weather. Roof materials must be made of aluminum, tin, or a fire retardant plywood (1/2" or thicker).

24) Propane Permits, Deliveries and Storage: the committee shall be responsible for obtaining a blanket propane permit for all vendors who list propane use on their permit. One propane tank per cooking appliance is allowed at your booth. In efforts to avoid vendors swapping out tanks during event hours, a 125lb cylinder is recommended. Vendors cannot store extra propane tanks at their booth or in vehicles, etc.

- 25) Combustible Fuels: Only limited quantities (less than 1 gallon) of sterno or other combustible fuels (not flammable liquids) are allowed at your booth at any given time. These must be on a non-combustible surface and be protected so that the public and/or staff do not get burned.
- 26) Wood/Charcoal Cooking: Only self-contained units used for cooking by means of wood fires or charcoal burning equipment is allowed. No open fires, wood or charcoal are allowed as smoke and embers can become airborne and ignite area combustibles.
- 27) Fire Extinguisher: All vendors shall have a fully charged and operational fire extinguisher with a legible and current inspection tag in their booth at all times. For non-cooking vendors a 2 ½ lb. (minimum size) ABC extinguisher is required. Vendors who are cooking are required to have a K-rated liquid fire extinguisher.
- 28) Westford Fire Prevention Officers shall be on site to inspect your booth. Officials shall continue to closely monitor operations throughout the duration of the event. If you fail to abide by the safety rules, you shall be asked to leave the festival without refund.
- 29) Disposal of Waste Vegetable Oil (WVO): Vendors must take all WVO with them at the conclusion of the festival. Throughout the festival any used WVO must be stored in sealed containers. Any participant guilty of disposing of WVO in an unauthorized manner will bear the full cost of cleaning any State, Town or Personal property affected.
- 30) Securing Products and Property: Vendors shall take the necessary precautions to secure their booth and products during closure times.
- 31) Motorized Vehicles and Golf Carts: are prohibited on the grounds.
- 32) Deliveries: Vehicles servicing and restocking booths shall be allowed access on Saturday and Sunday mornings from 7am-9am.
- 33) Booth Appearance: Vendors are responsible for keeping booth areas clean during all hours of operation and for proper disposal of all waste materials at the conclusion of each day in the dumpsters provided on-site.
- 34) Co-Op Marketing: The Committee must approve any co-promotions planned by participants with any local media in advance.
- 35) Codes of Conduct: All vendors shall maintain appropriate noise level and a respectable behavior. All vendors are required to conduct themselves in a professional, respectable and courteous manner. Aggressive or offensive conduct shall not be tolerated. All vendors shall comply with all "Rules and Regulations" including: maintaining booth cleanliness, trash removal, proper grease, fat, and food disposal and booth space encroachment. Non-compliance of rules and regulations, directives and behavior shall result in immediate closure of your booth without refund.
- 36) Noise Ordinance: Vendors with any type of music, sound projections, public address systems or any noise making machines must be conducted as to not disrupt adjacent vendors and their patrons, nor cause the walkways to be blocked.
- 37) Prohibited Items and Actions: The following items and/or actions are strictly prohibited from the festival grounds: tobacco sales, items of profanity of any kind, lasers, knives, firearms, weapons, use of profane language or behavior, games of chance with cash prizes and/or any items, activity or behavior detrimental to the Committee, participants and attendees.
- 38) Pets: Pets are not permitted which and is strictly enforced. Service pets are welcome.
- 39) Rain Date: The Country Fest, Nashoba Valley Ski Area shall take place Rain or Shine. The festival shall not be rescheduled. All vendor operations shall continue Rain or Shine. No refunds or partial refunds shall be given due to weather conditions.
- 40) Cancellations: Booth fees are nonrefundable.
- 41) Admission Passes: Each vendor shall receive four (4) three-day passes. Vendors can purchase additional passes as needed at the admission gates.
- 42) Parking: Parking is available directly at the venue. Vendors shall not park in prime parking locations closest to the entrance gates leaving these spaces available for the general public.
- 43) Break-down: Vendors shall remain in operation until the conclusion of the fair on Sunday at 8:00pm. All equipment must be removed within 24 hours. Due to public safety concerns, no vehicles may access the venue with vehicles until 8:30pm on Sunday or until an official announcement has been made.

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44) Rules and Regulations: All participants must agree to all rules and regulations issued by the Committee. Misunderstanding or disagreements over the rules and regulations shall be resolved in favor of the Committee. The Committee reserves the right to refuse entrance to the event for any reason whatsoever. Vendors in violation of the Rules and Regulations shall be given a verbal or written warning. If the problem persists the vendor shall be asked to leave the fair without refund.

Vendors are private contractors. Vendors agree that neither Nashoba Valley Ski Area or FestEvents of New England, the Committee nor any employees, officers, volunteers, agents, vendors, and advertisers of the above, shall be held responsible for any injury, loss or damage that may occur to the Vendor or to the vendor's property or their employees or their property, from any cause whatsoever, prior to, during or subsequent to the period covering the event. Vendor agrees to indemnify and hold Nashoba Valley Ski Area, FestEvents of New England, its agents, vendors and advertisers harmless from any and all losses, costs, damages and expenses including, without limitation, attorney's fees, arising from vendor's activities and operations at the event.

The undersigned on behalf of his/her establishment and/or organization agree that they understand and shall comply with all of the rules, regulations, policies and directives and further agree to correct any infractions or violations immediately upon notification. It is understood that any failure to comply with requests for remedial action from the Committee or its representatives could result in disciplinary actions up to and including immediate ejection from the event and could further provide a prohibition from any future participation.

Enclosed is my application for the Country Fest, Nashoba Valley Ski Area. I understand that all fees are nonrefundable. I agree to assume full responsibility for my conduct and for all property that I bring on the premises and shall hold neither Nashoba Valley Ski Area, FestEvents of New England, nor any of their employees, officers, or volunteers, vendors, and advertisers responsible for any damages or personal injury, theft, or any other act that may occur at the event. Nashoba Valley Ski Area, FestEvents of New England nor any of their employees, officers, or volunteers, vendors, and advertisers shall not have any liability whatsoever for any damages to any person, matter, or thing resulting neither from storm, wind, water, or other Acts of God, nor from fire, strikes, or lockouts. I understand that my name or business and any photos may be used for promotional and/or informational purposes.

By signing this application below, I acknowledge that I have read and understand the Rules and Regulations and the application. I agree to abide by all of the Rules and Regulations as well as any other requirements included herein as part of this application.

Signature: \_\_\_\_\_

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

## **RETURN DOCUMENT CHECKLIST**

### ***DID YOU REMEMBER TO INCLUDE...?***

- ✓ Signed Application
- ✓ Signed copy of the Rules and Regulations
- ✓ Certificate of Insurance as outlined within
- ✓ Deposit of \$250 payable to FestEvents of New England
- ✓ Upon signing this document please make a copy for your records

Mail all documents to: FestEvents of New England 15 Pine Street Seabrook NH 03874