



# JuneteenthOhio

1511 E. Livingston Avenue Columbus Ohio 43205 (614 258-4633)

## 2011 JuneteenthOhio Concession Contract

*Please Print*

<b>Concession Contractor ("Concessionaire")</b> Company or Individual Name:	List Company/Individual name As You Wish It to Appear in Souvenir Program.
Address:	
City, State, Zip:	
Contact Person:	
Phone: (    )	Fax: (    )
Food To Be Sold: (Approved Menu Attached)	
Number of Trash Cans you will need:	
<b>Beverages not Permitted to be sold:</b>	<b>Water, Juice, Ice Tea, Lemonade, Soda, Etc.</b>

\$200 non-refundable Deposit To Be Submitted to Festival 1st come 1<sup>st</sup> served  
(Personal checks not acceptable - Money orders or Certified checks only)

Make checks payable to: JuneteenthOhio Festival, and mail to:  
Alkebulan, Inc. 1511 E. Livingston Ave. Columbus, Ohio 43205. ATTN: Concession Submissions

### BY SIGNING THIS CONTRACT CONCESSIONAIRE AGREES TO THE FOLLOWING:

**RIGHT OF REFUSAL:** The JuneteenthOhio Festival reserves the right to disallow any inappropriately presented item and to remove concession at Concessionaire's expense. Failure to adhere to the Festival rules and regulations for participation will result in closure of Concession. Concessionaire may not share or sublet its concession. Products that promote or depict sex, violence, crime, or profanity are not permitted.

**HOLD HARMLESS CLAUSE:** Concessionaire assumes the entire responsibility and liability for theft, losses, damages, suits, and claims deriving out of injury or damage to Concessionaire's displays, equipment and other property brought upon the premises of the JuneteenthOhio Festival and shall indemnify and hold harmless the City of Columbus and JuneteenthOhio Festival from any such losses, damages and claims. The Concessionaire acknowledges that the JuneteenthOhio Festival does not maintain insurance covering such losses, damages, or claims by Concessionaire. The Concessionaire agrees to pay any reasonable costs to repair any damage, which may occur to city property as a result of the Concessionaire's activities.

**TICKETS SOLD FOR FOOD:** Patrons will utilize JuneteenthOhio coupons to purchase all food and beverages sold at the festival. Concessionaire will accept JuneteenthOhio coupons and redeem their coupons at the end of each business day of the festival. **Concessionaire will receive seventy cents off each dollar turned in. Only coupons stamped with the personal JuneteenthOhio seal should be accepted by concessionaires and will be redeemed by the JuneteenthOhio Staff.** The coupons and seal will be disclosed to all food vendors during the morning of the event (Friday, June 17, Saturday, June 18, & Sunday, June 19, 2011).

**CHARCOAL GRILLS & LPG LIQUEFIED PETROLEUM GAS:** All charcoal grills must have a noncombustible ash collector underneath so that no ashes fall to the ground. All ashes must be placed in a metal container

with a tight fitting lid and at least one; five-gallon bucket of water must be kept at the grill. All LPG tanks, hoses and fittings must be UL approved and follow all guidelines of the latest National Fire Protection Association (NFPA) #58, Liquefied Petroleum Gases. At least one fully charged operational K- extinguisher must be available in the Concessionaire's booth, if Concessionaire is using grills or other cooking devices. Metal Awnnings over fryers are now required and can be purchased at Lowes or Home Depot.

**INSPECTION:** A fire inspection is required by the City of Columbus for any persons or organizations using propane gas appliances and tanks, or operating a food concession at any festival. By May 24, 2011, the Concessionaire will submit an outdoor event registration/fire safety inspection request to the City of Columbus, Division of Fire, Fire Prevention Bureau, 3639 Parsons Avenue, Columbus, Ohio 43207-4054; Attn. Lt. Ronald Guay. However, if your request is made after May 24, 2011 the fee may be substantially higher. An application can be obtained by calling the fire prevention bureau at (614) 645-6637. These inspections should be scheduled to occur Friday, before 9:00am. No concessionaire will be permitted to operate at the JuneteenthOhio Festival without this inspection. The Concessionaire's approved fire permit must be publicly displayed during the festival.

**PERMITS/LICENSES:** Concessionaires operating a temporary food operation, shall submit an application for temporary food operation to the Columbus Health Department by May 19, 2011 to obtain an application the Concessionaire should call the Columbus Health Department at (614) 645-7538. The application requires a license fee of \$58.00 per day. A copy of the acquired license must be publicly displayed during the JuneteenthOhio Festival.

**ALCOHOLIC BEVERAGES:** The sale or consumption of alcoholic beverages is prohibited.

**BANNERS AND SIGNAGE:** Concessionaire shall provide labor or equipment for the placement or removal of his signage. Concessionaire signage is limited to the immediate vicinity of its concession. Banners may be placed in pre-approved locations and cannot be on trees. Signage must be attached using tie wraps or strings. When placing signs, Concessionaire will keep in mind the impact of winds. If needed, anchors such as sand bags or water barrels must be used.

**SET-UP AND CLOSURE:** Concessionaire can set up Thursday, after 8:00 pm, or Friday, after 6:00am. Concessionaire must be ready to serve by 11:00am on each day of the festival. Failure to be ready to serve by 11:00am each day will result in an on-the-spot penalty of \$50.00 for each hour or portion thereafter that concession is not ready. Concessionaire shall not close before 9:00 pm each day, unless approved in advance by the JuneteenthOhio Festival. Early closure shall result in a flat on-the-spot penalty of \$50.00.

**WATER AND ELECTRIC HOOKUPS:** No electric service will be provided. Concessionaire may provide, at its own cost, electric through approved generators. The description and specifications of generators must be submitted for approval to the JuneteenthOhio Festival by June 1, 2011. Water service is available and concessionaire is responsible for a pro rata share of water charges. The water hook-ups are plastic piping; therefore Concessionaire may not drive any vehicle of any nature over the piping. In the event the Concessionaire is responsible for damage to the water hook-up a fee of \$50.00 per damaged outlet and \$80.00 per length of pipe will be charged against the concessionaire's security deposit.

**CONSUMER SERVICE AND PRODUCT QUALITY:** JuneteenthOhio is a family event providing good food, good entertainment and good education. Therefore, at all times, the Concessionaire's conduct shall promote those themes. Consumer service and product quality shall be the number one priority of the Concessionaire. In issues concerning the customer, it shall be presumed that the customer is always right. The Concessionaire shall have enough product and staff to keep waiting line to a minimum. Additionally, JuneteenthOhio Festival retains the right to supplement concessions if it is found that the Concessionaire is substantially under staffed or without product.

**CLEANING AND MAINTENANCE:** Concessionaire must keep its booth clean and have appropriate containers for trash and litter. Condiments available to the public will be properly covered. Concessionaire will not permit

its trash containers to overflow. Concessionaire will have proper refrigeration and clean food service areas. In the event the Concessionaire is advised that such does not exist, it will promptly implement actions to comply with these refrigeration and cleanliness requirements. Concessionaire will not drain wastewater on the grounds of the Festival. Concession will have holding tanks for wastewater.

**TRAILERS:** Concessionaire will submit to the JuneteenthOhio Festival by June 1, 2011 a description of its trailer along with picture. The description will provide height, width, and length measurements hose hookups (i.e. number, length, and gauge), and any special space requirements. All trailers must have at least a 50 foot RV hose with a "Y-adapter" for hook-up to water supply. Standard green garden hose is not permitted. Concessionaire must provide it's own compartment sinks.

**FESTIVAL MONITORS:** Designated monitors will be responsible for checking the quality of concession operations during the Festival. Concession agrees to promptly correct any conditions found by said monitors and brought to the Concessionaire's attention. Failure to promptly correct noted conditions may result in discontinuance of the Concessionaire's operations, or a charge against the Concessionaire's refundable deposit.

**PARKING, LOADING & UNLOADING:** No parking is permitted in grassy areas. Concessionaire will park only in the designated Concessionaire parking area and will unload only in the Authorized-unloading zone. Violation of this provision will result in an on the spot penalty of \$20.00.

**INSURANCE & TAXES:** Concessionaire is responsible for the collection, payment, and reporting of all taxes due on its sales during the JuneteenthOhio Festival, and must submit a Certificate of Insurance showing the JuneteenthOhio Festival and City Of Columbus as an additional named insured to the JuneteenthOhio Festival. Such certificate must show that the Concessionaire has comprehensive general coverage with at least a single combined limit of \$250,000.00 per occurrence for bodily injury and property damage liability.

**REPORTING:** The Concessionaire will provide the JuneteenthOhio Festival with a summary of its operation during the Festival. The summary shall include actual or good estimates of the number of persons that it served during the JuneteenthOhio Festival. These figures may be based on actual people served or based on the depletion of food inventories (i.e. 1000 hot dog buns used). The Concessionaire will also be responsible for completing an evaluation form on the JuneteenthOhio Festival.

Signature of Concessionaire: \_\_\_\_\_  
Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Signature of JuneteenthOhio  
Representative: \_\_\_\_\_  
Name and Title \_\_\_\_\_ Date \_\_\_\_\_

**Food Vendors Caught exchanging food for money will be  
immediately shut down and no food tickets will be redeemed  
Overnight security will be provided**